



## POLICY ON ACCREDITATION OF OFF-CAMPUS ACCOMMODATION

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# POLICY ON ACCREDITATION OF OFF-CAMPUS ACCOMMODATION

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## **1. INTRODUCTION**

This Policy is aligned to the vision, mission and values, strategic and academic plans of Sol Plaatje University (also, “SPU” or “the University”). It sets out the conditions to optimise the university experience of students through the creation of a conducive student living and learning environment.

Student housing is essential for most students in higher education. However, due to the challenges in the higher education sector, universities have had to revise their budgets and therefore many institutions, including SPU, are currently unable to provide accommodation for all students in need of placement in University residences.

This Policy guides the University in the provision of off-campus accommodation for students. It must be read in conjunction with the Policy on Campus Housing and Accommodation, Campus Housing and Accommodation Rules, the Policy on Admission, General Rules and Information Book, the Policy on the Minimum Norms and Standards for Student Housing at Public Universities (2015), the Policy on Smoking (2019), the Policy on Occupational Health, Safety and Security, the Policy on Substance Abuse, and all other regulatory frameworks that guide student placement in residences.

## **2. BACKGROUND**

While SPU exists to offer students with academic continuation from their successful completion of their high school studies, it also has a responsibility to provide students with accommodation that will be conducive for them to live and learn in.

SPU has an obligation to ensure that the requirements of the Higher Education Quality Committee (HEQC), the Department of Higher Education and Training (DHET), and applicable Municipal regulations are followed before granting accreditation to any prospective off-campus accommodation provider (hereafter, referred to, once accredited, variously as an AOCA and “service provider”) to accommodate registered students at SPU.

Granting accreditation to AOCA providers is conditional and subject to the internal requirements of SPU, the gazetted requirements of the DHET, and the prevailing regulations, terms and conditions of other relevant authorities.

The housing options available to SPU students are divided into two categories, namely; **On-Campus Accommodation** and **Accredited Off-Campus Accommodation (AOCA)**.

This Policy document defines the purpose, scope and principles guiding the accreditation criteria, procedures and compliance requirements of AOCA's for registered SPU students.

SPU assumes no liability, makes no representation for the student, the AOCA provider or any third party with regard to the lease or occupancy of AOCA by the students, unless the student was assigned to a particular AOCA through a letter of recommendation. Students assume full responsibility for the selection, use or occupancy of the accommodation.

The SPU Campus Housing and Accommodation Office does not have control over the management of AOCA and therefore cannot be held responsible or liable for them. The contractual relationship is between the student and the AOCA provider. SPU shall however guide the management of the AOCA to provide quality assurance and the maintenance of acceptable standards. The Residence Office shall strive to eliminate circumstances that may be conducive to exploiting students in respect of rental pricing and general living conditions.

### **3. POLICY PURPOSE**

The SPU was established in response to the need for improved access to higher education by the Northern Cape Province population and, consequently, the national strategic need to expand the number of off-campus accommodation entities that are accessible by students registered in higher education institutions.

This Policy is developed to:

- 3.1. Establish criteria and procedures for the accreditation of off-campus accommodation.
- 3.2. Ensure consistency with guidelines, regulations, and legislation relevant to the accreditation of student accommodation.
- 3.3. Guide and support students in making informed decisions on AOCA that is conducive for living and learning.
- 3.4. Provide information on appeals and complaints by both the students and the AOCA providers.

- 3.5. Ensure that the accreditation processes are fair for all.

## 4. SCOPE

This document applies to the off-campus accommodation providers that seek accreditation from SPU.

## 5. DEFINITIONS

**Accredited Off-Campus Accommodation (AOCA):** properties accredited by the SPU to provide accommodation to students. These properties are privately owned and include communes, houses, and apartments.

**On-Campus Accommodation:** accommodation that is owned and operated by the SPU Campus Housing and Accommodation Unit/Residence Office.

**Accreditation:** the status that has been granted by SPU to a property that is owned by the AOCA provider.

**Applicant:** a prospective AOCA provider applying to be accredited by SPU.

**Student:** a person who is registered with SPU for academic studies.

## 6. PRINCIPLES

- 6.1. An accommodation provider who wishes to apply for accreditation by the University must do so by completing the prescribed application form.
- 6.2. The SPU Residence Office will only accept application forms that are complete with all required documents and upon payment of the prescribed non-refundable application fee.
- 6.3. The application fee shall vary according to the size of the property.
- 6.4. No late applications will be considered.
- 6.5. It is the responsibility of prospective accommodation providers to familiarise themselves with the documentation required for accreditation, as well as with the DHET, HEQC and Municipal Occupational Health requirements.
- 6.6. Accreditation is done per individual property and not per property-owner. Accreditation of one property does not necessarily imply accreditation of other properties submitted by the same owner.
- 6.7. SPU reserves the right to grant, decline or withdraw accreditation of AOCA at any time.
- 6.8. An accommodation provider who has been granted accreditation must sign a Memorandum of Agreement (MOA) with SPU, as prescribed in **Annexure 4** of this Policy.

- 6.9. Each applicant must take liability cover for each property submitted for accreditation.
- 6.10. An AOCA that fails to maintain the accreditation standards will be served with a seven-to-fourteen (7-14) days' notice to correct the deficient standards. Re-inspection of the AOCA will be done within 7 to 14 days after receipt of response from the owner of the property; if the property still does not meet the requisite standards for AOCA, the accreditation status will be withdrawn by the University.
- 6.11. All property-owners that seek re-inspection during the accreditation period will be required to re-apply for accreditation by the University.

## **7. ACCREDITATION CRITERIA AND PROCEDURES**

The criteria and procedures for accreditation as highlighted in **Annexure 1** shall be used as a guide for the accreditation of off-campus accommodation, aligned to the Sol Plaatje University vision, mission, and values, in accordance with the Campus Housing and Accommodation Policy. The AOCA procedures and criteria seek to outline the conditions to optimise the University experience of students through the creation of a conducive student living and learning environment.

## **8. DOCUMENT VERIFICATION**

- 8.1. All applications received by the closing date will be reviewed by the Campus Housing and Accommodation Office.
- 8.2. All required documents will be verified and authenticated through the relevant authorities.
- 8.3. A list of properties recommended for inspection will be provided to the inspection team.

## **9. DE-ACCREDITATION**

- 9.1. If, in the same academic calendar year of accreditation, students complain and submit evidence to the Residence Office that the AOCA is no longer meeting the requisite standards for a conducive living and learning environment, the inspection team will convene to re-inspect the property.
- 9.2. The inspection report(s) will be sent to the Accreditation Committee, and the committee will be required to reconvene to consider the report findings. These findings shall be sent to the Appeals Committee for review.
- 9.3. If the issues highlighted are minor, the AOCA provider shall be given 14 days to correct the issues. Failure to do so will result in withdrawal of accreditation.

- 9.4. Section 10 of this Policy describes the appeals process for de-accredited AOCA providers.
- 9.5. AOCA providers whose accreditation has been withdrawn will remain de-accredited for a maximum period of two years, whereafter they may reapply for accreditation.

## **10. APPEALS AGAINST DECLINED ACCREDITATION STATUS**

- 10.1. An applicant whose application for accreditation has been declined by the University or whose accreditation status changed, has a period not exceeding fourteen (14) working days after being informed of the decision, to appeal.
- 10.2. The appeal will be heard by the Appeals Committee, which shall be chaired by the Dean of Student Affairs a member of the Executive Management appointed by the Vice-Chancellor.
- 10.3. The Dean of Students shall convene a meeting with the Appeals Committee to review all the relevant reports and decide whether to uphold or reject the appeal.
- 10.4. The Appeals Committee's decision on granting accreditation or declining accreditation is final and binding on all parties.

## **11. FINANCIAL AID AND SCHOLARSHIPS**

- 11.1. Once the provider has been granted accreditation status, the AOCA Office shall furnish the Financial Aid Office with the list of accredited accommodation.
- 11.2. A student who seeks to apply for AOCA will be provided with a list of all accredited accommodation.
- 11.3. Financial Aid and Scholarships will only cover the agreed-upon rental based on the lease agreement signed by the student and the AOCA provider.
- 11.4. The Financial Aid Office will provide the AOCA Office with a full list of funded students through the Integrated Tertiary Software (ITS) system.
- 11.5. Before any student can be accommodated in the AOCA, proof of registration and of funding must be provided.
- 11.6. All funded students will enter into a lease agreement in their personal capacity with the AOCA provider. SPU is, consequently, not a party to any such lease agreement.
- 11.7. A copy of the lease and quarterly invoice shall be submitted to the AOCA Office.
- 11.8. Levies determined by the AOCA Office annually shall be charged and deducted from the accredited AOCA provider and students, and paid to the AOCA Office. Levies shall be charged for the following:
- **AOCA Operations**
  - **Student Life and Development**

- **Student Leadership Support**

## **12. MARKETING AND PROMOTION OF AOCA INTAKE**

Providers of AOCA shall only advertise themselves as being accredited by SPU after receiving formal communication to this effect from the AOCA Office.

## **13. PROCEDURES ON ACCREDITED OFF-CAMPUS ACCOMMODATION**

In addition to the criteria and general procedures for accreditation as highlighted in **Annexure 1**, which constitute a guide for the accreditation of off-campus accommodation, reference must also be made to the procedures on Accredited Off-Campus Accommodation that are described, respectively, in **Annexure 2** (Student Safety, Security and Student Discipline) and **Annexure 3** (Levies). These annexures, together with the Memorandum of Agreement (MOA) (**Annexure 4**) required for each student in an AOCA, form an integral part of this Policy.

## **14. EFFECTS OF NON-COMPLIANCE**

Any non-compliance with this Policy and related procedures by internal staff must be dealt with in terms of the normal institutional governance and management processes, including possible disciplinary action to be taken, where appropriate.



**Annexure 1 to Policy on Accreditation of Off-Campus Accommodation****Procedures On Accredited Off-Campus Accommodation: General****1. Introduction**

These procedures are aligned to the Sol Plaatje University vision, mission, and values, in accordance with the Campus Housing and Residence Policy. The AOCA procedures seek to outline the conditions to optimise the University experience of students through the creation of a conducive student living and learning environment.

Student Housing is essential for most students in Higher Education. However, due to the challenges in the higher education sector, universities have had to revise their budgets and therefore many institutions are unable to provide accommodation for all students in need of placement in University residences.

These procedures guide the University in the provision of off-campus accommodation for students. They must be read in conjunction with the Policy on Accreditation of Off-Campus Accommodation, the Policy on Residences, Residence Rules, the Policy on Admission, General Rules and Information Book, the Policy on the Minimum Norms and Standards for Student Housing at Public Universities (2015), and the policies on Smoking (2019), Safety and Security, Substance Abuse, Occupational Health and safety (OHS), Sexual Orientation, Diversity and other regulatory frameworks that guide student placement in residences.

**2. Scope**

This document applies to the off-campus accommodation providers that seeks accreditation from SPU.

### 3. Purpose

The purpose of these procedures is to:

- 3.1. Establish accreditation criteria and procedures for the accreditation of Off-Campus Accommodation.
- 3.2. Ensure consistency with guidelines, regulations, and legislation relevant to the accreditation of student accommodation.
- 3.3. Guide and support students in making informed decisions on accredited off-campus accommodation of SPU that is conducive for living and learning.
- 3.4. Provide information on appeals processes and complaints by both the students and the AOCA providers.
- 3.5. Ensure that the accreditation processes are fair for all.

### 4. Definition of Terms

**AOCA** – Shall mean accredited off-campus accommodation.

**AOCA Provider** – Shall mean an accredited landlord who has been granted accreditation.

**Accreditation Committee** – Shall mean the committee responsible for the accreditation of Off-Campus Accommodation.

**Appeals Committee** – Shall mean the committee responsible for the consideration and adjudication of accreditation appeals.

**Initial Inspection** – Shall mean the inspection of residences, the owners of which have applied for accreditation.

**Monitoring and Evaluation** – Shall mean a process of monitoring and evaluation of accredited accommodation, as determined by the University.

### 5. Guiding Principles

- 5.1. An Accommodation Provider who wishes to apply for accreditation in respect of a specific property must do so by completing an application form.
- 5.2. The SPU AOCA office will only accept application forms that are complete with all required documents and upon the payment of the prescribed non-refundable application fee.
- 5.3. The application fee shall vary for the different properties according to whether they are classified as “bigger” or “smaller” accommodation.

- 5.4. No late applications will be considered.
- 5.5. It is the responsibility of prospective accommodation providers to familiarise themselves with the application form for accreditation and all other relevant documents that are in line with the DHET, HEQC and Municipality OHS requirements.
- 5.6. AOCA shall include houses, communes, apartments and other residential dwellings.
- 5.7. Payments will, in each case, be made monthly to the AOCA provider.
- 5.8. For accommodation providers who have multiple buildings, houses or dwellings, accreditation will need to be done for each building separately. Accreditation of one building, house or dwelling cannot be used for the other buildings that have not been inspected by the University or its designated agent.
- 5.9. SPU reserves the right to grant accreditation, decline or withdraw accreditation.
- 5.10. An accommodation provider who has been granted accommodation shall be called upon to sign a Memorandum of Agreement (MOA).
- 5.11. Each applicant must ensure that there is liability cover for each property for which he or she seeks to apply for accreditation.
- 5.12. Accreditation of an AOCA that fails to maintain the accreditation standards will be served with a 7-14 days' notice to correct the deficient standards. Re-inspection will be done within a further 7 -14 days after receipt of response from the owner of the accommodation. If the accommodation is still in the same condition and again fails to meet the requisite standards, the University will withdraw the accreditation status.

## 6. Accreditation Requirements (SPU and DHET)

Safety and Security	Ablution Facilities
Closed-circuit Television (CCTV)	Toilets (lockable – 1 per 5 students)
Parameter (Fully walled and secured)	Showers (1 per 7 students)
Lifts (big Properties)	Basins
Staircases (SANS approved)	Plumbing and Geyser
Alarm system with reputable response company	Sanitary Bins (for female accommodation)
PSIRA Grade C security for 20 or more students	Adequate ventilation

Kitchen	Bedrooms
Stoves (4-plate stove per eight (8) students and a 2-plate stove for four (4) or less students)	Room minimum sizes: Double room: 14m <sup>2</sup> and single room: 8m <sup>2</sup>
Sink (1 per 15 Students)	Study desk and Chair per student
Plumbing	Single Bed per student
Workplace	Lockable wardrobe per student
Lockable Cupboards	Study lamp per student
Bins	Book shelve per student
	Pedestal per student
	Towel Rail (double track)
	Waste Bin
Microwaves (at least one (1) per 15 students)	Safety (e.g., burglar bars, panic buttons, lockable door, key duplication system)
Fridge (320Lt fridge and freezer combo per 8 students)	Mirror
Adequate ventilation, lights, windows, well painted walls, and roof.	Adequate ventilation, lights, windows, well painted walls, and roof
	Wall panel heater
Living and learning Facilities	Emergencies
Recreational facilities (games area, gym, social event area, or other)	Emergency Evacuation Plan
TV room (fully furnished, and DSTV compact)	Emergency signage
Well sized notice boards	Fire alarm system (smoke detectors or sprinklers)
Study area and computer room	Fire protection (fire extinguishers, blankets and hose reels, etc.)
Ventilation	
Unlimited Internet access (including student bedrooms)	
Health and Environment	Supporting Facilities
First Aid Kit	Laundry facility (1 washer and tumble dryer for each 20 students or part thereof)
Pest control and Rodent traps	Washing line area
Waste management (as per municipal schedule)	Parking space

Cleaning (2 x weekly for small properties and 6 x weekly for big properties)	Electrical appliances safe to use
Imminent health and safety hazard	

## **7. Additional Requirements**

- 7.1. The accommodation facilities in all off-campus accommodation must be of at least equal standards to the SPU on-campus accommodation in terms of quality.
- 7.2. There should be no more than two students in a sharing room.
- 7.3. Students sharing rooms should have individual and separate assets in the room (i.e., Wardrobes, bookshelves, study tables and chairs...etc)
- 7.4. The rental amount shall be inclusive of water and electricity.

## **8. Procedures**

- 8.1. The University will determine a date, timelines, and process for applications to be open.
- 8.2. The applications will be made available on the SPU website with details of the non-refundable administration fee which will be set annually by SPU. Applications that are incomplete or have expired documents, or that are submitted without proof of payment of the applicable administration fee, will not be considered.
- 8.3. Floor plans approved by the Sol Plaatje Municipality must be submitted with each application.
- 8.4. A valid title deed that has no restrictive conditions or a bond statement must be submitted with each application.
- 8.5. Proof of appropriate land use rights granted by the Sol Plaatje Municipality for the purpose of student accommodation must, likewise, be submitted.

## **9. Accreditation Statuses**

- 9.1. The possible outcomes for accreditation from the Accreditation Committee are as follows:
  - 9.1.1. Grant Full Accreditation
  - 9.1.2. Grant Provisional Accreditation
  - 9.1.3. Decline Accreditation
  - 9.1.4. Blacklist (maximum 3 years)

## **10. Additional Requirements**

- 10.1. Providers who accept the approved status for accreditation in respect of 9.1.1 and 9.1.2 must not charge any additional amounts for all funded students. Accommodation fees for AOCA will be determined by the University in consultation with the providers and the funders. These fees will be reviewed on an annual basis.
- 10.2. All legal requirements must be met by the provider.

## **11. Composition of the Accreditation Committee**

- 11.1. The Accreditation Committee is responsible for the accreditation of accommodation. The Committee is comprised of members from the following departments:

- 11.1.1. Senior Manager: Campus Housing and Accommodation (Chairperson)
- 11.1.2. Manager: Campus Housing and Accommodation (AOCA)
- 11.1.3. Protection Services
- 11.1.4. Facilities and Services
- 11.1.5. Occupational Health and Safety Representative
- 11.1.6. Financial Aid
- 11.1.7. Student Representative Council
- 11.1.8. IT Representative
- 11.1.9. Property Management (*ex officio*)

## **12. Appeals Committee**

The Appeals Committee is responsible for the adjudication of appeals lodged by those AOCA providers who are unsuccessful after their applications for accreditation have been considered, or are unsuccessful after the requisite inspection has been carried out of their properties.

The Appeals Committee will comprise the following members:

- Dean of Student Affairs (Chairperson)
- Student Life and Development Officer
- Legal Advisor

### 13. Accreditation Timelines

Month	Accreditation Process
June - August	Accreditation Applications Open
July	Invitation to current and prospective landlords to attend the accreditation briefing
Month	Accreditation Process
September	Accreditation Inspections
October	Accreditation Appeals
November	Final List of Accredited Accommodation is released to the SPU community
November	Meeting with Accredited AOCA Providers

### 14. Accreditation Application Fees

**R500.00** per property for Smaller Properties

**R1 000.00** per property for Bigger Properties

These fees will be reviewed periodically and may be amended from time to time.

### 15. Different types of Buildings

#### 15.1. Smaller Properties

- A flat, commune or house that accommodates between four (4) and not more than forty-nine (49) students

#### 15.2. Bigger Properties

- A building that houses fifty or more (50+) students

### 16. Levies

- All accredited AOCA providers shall be charged levies, which will be used for the following:
  - Student Life and Development
  - Student Leadership Support
  - AOCA Operations

For inquiries, please contact **Residence Manager: Accredited Off-Campus Accommodation** at [Off-Campus@spu.ac.za](mailto:Off-Campus@spu.ac.za)



**Annexure 2 to Policy on Accreditation of Off-Campus Accommodation****Procedures on Accredited Off-Campus Accommodation: Student Safety, Security and Student Discipline****1. Introduction**

The provision of accessible, decent, **safe**, and academically conducive student accommodation at Sol Plaatje University is of great importance to the quality of the higher education system and the success of our students, especially those from rural and poor backgrounds. Many of our students, particularly those who are from disadvantaged backgrounds, have been living in student accommodation that has very poor security. This has often hampered our students' ability to succeed due to their fear of not being able to use the University library facilities. In the past, there have been boycotts and protests over the safety and security in student residences and these procedures, therefore, seek to ensure the safety and security of all University students.

**2. Scope**

These procedures apply to the SPU Protection Services, AOCA Residences and Residence Life Office.

**3. Purpose**

The purpose of this Annexure is:

- 3.1 To establish the AOCA safety and security procedures for students and AOCA providers;
- 3.2 To establish patrol services in AOCA to monitor students on AOCA routes; and
- 3.3 To establish a relationship with the South African Police Service (SAPS) and other relevant authorities in respect of AOCA.

#### 4. Definition of Terms

**AOCA** – Shall mean accredited off-campus accommodation.

**AOCA Provider** – Shall mean an accredited landlord who has been granted accreditation.

**Residence Life Office** – Shall mean the Office responsible for student life.

**House Committee** – Shall mean student leadership which has been democratically elected by the students as their representatives in the AOCA.

**Coordinator** – Shall mean a student leader who has been appointed to coordinate student life programmes and to monitor compliance in AOCA and report to the Manager: AOCA

**Protection Services** – Shall mean SPU Protection Services.

**Security Services** – Shall mean services rendered by both the AOCA provider and SPU Protection Services

**SAPS** – Shall mean the South African Police Service

#### 5. Guiding Principles

- 5.1 The SPU AOCA Office, Protection Services, AOCA Providers, Private Security and SAPS shall form a forum to discuss and find solutions to deal with student safety and security.
- 5.2 The Forum shall meet quarterly.
- 5.3 The Forum shall report to CAHAC quarterly on Student Safety and Security in respect of AOCA.

#### 6. Patrol Services in AOCA

- 6.1 Daily patrol services
- 6.2 SPU Campus Control must be informed within 24 hours of any incident occurring in an AOCA
- 6.3 Protection Services, as a service provider to AOCA, shall receive routes of all the AOCA properties every year.

## **7. Procedures to report and deal with student discipline cases in AOCA**

- 7.1 In terms of section 36 of the Higher Education Act, 1997, every student of Sol Plaatje University is subject to such disciplinary measures and disciplinary procedures as are determined by the University's Statute and the institutional rules.
- 7.2 Clause 62 of the Statute of Sol Plaatje University states that all students are subject to the applicable disciplinary measures and procedures. Disciplinary measures and procedures are prescribed in a Disciplinary Code of Conduct for Students.
- 7.3 The Council of the University has adopted the General Rules for Student Conduct.
- 7.4 Flowing from the above, the following disciplinary code and associated procedures have been adopted for students:
  - 7.4.1 All reports of breaches to student safety, security and discipline shall be reported to the AOCA Office within 48 hours of the incident(s) occurring;
  - 7.4.2 The AOCA Office, in conjunction with Protection Services, shall make recommendations to the University Registrar on disciplinary matters, as deemed appropriate; and
  - 7.4.3 The outcome of any University disciplinary proceedings shall determine the continued status, or otherwise, of the students' AOCA stay.

**Annexure 3 to Policy on Accreditation of Off-Campus Accommodation****Procedures on Accredited Off-Campus Accommodation: Levies****1. Introduction**

As part of Sol Plaatje University's strategic goal number 4, the University is established with the foundations for, and the objective of attaining, long-term sustainability.

This procedure focuses on the financial sustainability of the Residences Office through the accredited off-campus accommodation levies.

**2. Scope**

The procedure applies to the accredited off-campus accommodation (AOCA) providers, students that seek to be accommodated in AOCA, and the SPU Campus Housing and Accommodation Office.

**3. Purpose**

The purpose of this Annexure is to:

- 3.1. Establish processes for the charging of levies to the students and AOCA providers;
- 3.2. Ensure that the University Residences Office generates sufficient income for its long term financial sustainability;
- 3.3. Ensure that the administration of funds is relevant to the Policy on Residences and the Policy on the Accreditation of Off-Campus Accommodation;.
- 3.4. Develop proper monitoring and accountability procedures for the distribution, allocation and utilisation of funds generated by AOCA levies within the University residences.

#### 4. Definition of Terms

**AOCA** – Shall mean accredited off-campus accommodation;

**AOCA Provider** – Shall mean an accredited landlord who has been granted accreditation;

**Residence Life Office** – Shall mean the Office within the University responsible for student life;

**Levy** – Shall mean an amount charged for services rendered to students and AOCA providers;

**House Committee** – Shall mean student leaders who have been democratically elected by their fellow students as their representatives in on-campus and off-campus residences.

**Coordinator** – Shall mean a student leader who has been appointed to coordinate student life programmes, to monitor compliance in AOCA, and to report to the Manager: AOCA

**Mentor** – Shall mean a student leader who has been appointed to become an academic and peer mentor for other students in AOCA

**Shuttle** – Shall mean transport provided for students in AOCA.

#### 5. Principles

- 5.1. Applicants for AOCA who have been granted accreditation will be charged monthly levies for services rendered by the SPU Residences Office.
- 5.2. Students who occupy AOCA shall be charged levies for the services rendered by the SPU Residences Office.

#### 6. Levies

##### 6.1. Administration Levy

- 6.1.1. An administration levy shall be charged monthly to all students in AOCA;
- 6.1.2. The amount of the administration levy shall be determined by Student Affairs and Finance, and shall be charged on the respective student accounts, annually; and
- 6.1.3. The annual administration levy shall be charged at the same time as the annual accommodation fees of the students in AOCA are raised.

## 6.2. Living and Learning Levy

6.2.1. A “Living and Learning levy” shall be deducted from the AOCA provider’s rental amount and shall be charged monthly.

6.2.2. The foregoing levy shall run until 2030 before an increase may be implemented.

## 6.3. Shuttle Levy

6.3.1. A “Shuttle Levy”, as applicable, shall be deducted from the AOCA provider’s rental amount in respect of transport costs incurred for students in AOCA to and from the University campuses.

6.3.2. The annual amount of the Shuttle Levy shall be determined by the Finance Division.

MEMORANDUM OF AGREEMENT

BETWEEN

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(Hereinafter referred to as the Company)

AND

**SOL PLAATJE UNIVERSITY**

(Hereinafter referred to as SPU)

IN RESPECT OF THE PREMISES

RESIDENCE NAME: \_\_\_\_\_

RESIDENCE ADDRESS: \_\_\_\_\_

\_\_\_\_\_

## 1. PREAMBLE

- Sol Plaatje University (SPU) is a juristic entity that is established in terms of the Higher Education Act, 101 of 1997, as amended, with its principal place of business in Kimberley, in the province of the Northern Cape.
- SPU requires accommodation during the academic term of ten (10) months for a certain number of its registered students who:
  - a) have qualified for a 100% loan; or
  - b) have received a bursary from the National Student Financial Aid Scheme (NSFAS) to cover the costs of their accommodation whilst at SPU.
- The Company has offered to accommodate a number of such students on the terms and conditions as contained herein.
- The Company warrants that it is the registered owner of the property or has an undisputed legal right to lease such property.
- The Company shall enter into individual lease agreements with students.
- There shall be no interpretation as an obligation on the part of SPU to provide or refer students to the Company in any given year.
- There shall be no guarantee of occupation by either party to this Agreement
- The Company must **ONLY** accommodate students in institutions of higher learning (Universities and TVET colleges) on their premises.
- Sol Plaatje University will only pay the Company an amount for rental that is approved by the NSFAS.

## 2. DEFINITIONS

In this Agreement, unless inconsistent with or indicated to the contrary by the context linking them to specific University policies and guidelines, the following terms shall have the meanings assigned to them, namely:

- SPU Sol Plaatje University, established under the Higher Education Act, 1997, (Act No. 101 of 1997)
- The Company Name of the registered property owner and company (also, AOCA)
- Student A person who is registered at SPU and who falls within the category referred to in the preamble in this Agreement.
- Property The property situated at (*insert physical address*)\_\_\_\_\_ Kimberley.



The property is a reference to the *(insert name of accommodation)*\_\_\_\_\_ residence.  
The property either accommodates females exclusively, or males exclusively, or mixed genders in the context of big properties where there are fifty (50) or more students.

- Rental Fees      The monthly charges by the Company for accommodation will be R \_\_\_\_\_ *(insert)*.  
The cost is deemed to include VAT at the standard rate, if applicable, in terms of the Value Added Tax Act, 1991.
- Semester      The academic semester referred to in the preamble as ten (10) months, which is split in to two periods of five (5) months each.
- LLC Area      The area in the property used by all students commonly, but excludes their actual rooms.

### **3. NUMBER OF ROOMS LEASED TO STUDENTS**

This Agreement shall, in respect of any year, pertain to such number of rooms as the Company may in its discretion determine, provided that:

- 3.1. The number of rooms made available to SPU for accreditation shall never exceed \_\_\_\_\_ at any time.
- 3.2. The Company shall advise SPU of the exact number of rooms, as well as the identification of the specific rooms, by no later than 20 January, annually, to enable SPU to determine the number of rooms to be leased to the students by the Company.
- 3.3. All room changes must comply with the floor plans approved by the Kimberley Municipality.

### **4. ACCOMMODATION**

- 4.1. It is recorded that \_\_\_\_\_ *(insert name of accommodation)* consists of \_\_\_\_\_ beds.
- 4.2. Single room rental rate shall be R \_\_\_\_\_ per month
- 4.3. Single room en-suite rate shall be R \_\_\_\_\_ per month
- 4.4. Double/sharing room rate shall be R \_\_\_\_\_ per month
- 4.5. Double/sharing en-suite rate shall be R \_\_\_\_\_ per month
- 4.6. The Company undertakes to:
  - 4.6.1 Comply with the requirements imposed by the Policy on minimum norms and standards and the additional University requirements, as specified herein;
  - 4.6.2 Ensure that all rentals will fall within the respective funders' funding regulations.

- 4.6.3 Maintain the standard of the accommodation provided to students in such a manner to ensure that the rented space is conducive for living and learning.

## **5. ACCOMMODATION DURATION AND OBLIGATIONS OF SERVICE PROVIDER**

- 5.1 The payment of accommodation charges shall be set in accordance with the following dates:
- i. Semester One            01 February to 30 June
  - ii. Semester Two            01 July to 30 November
- 5.2 This Agreement shall commence on the stipulated date of \_\_\_\_\_ and shall be terminated on the \_\_\_\_\_ in accordance with the academic calendar year.
- 5.3 SPU notes and acknowledges that the accommodation service provider shall be entitled to lease the premises to any other persons, subject to the period thereof falling outside of the two semester periods referred to in clause 5.1 above
- 5.4 The accommodation provider agrees to provide, or to do, the following at their own cost:
- 5.4.1 PSIRA graded or any reputable security company on duty “24/7” at the entrances to any accommodation that houses twenty (20) or more students;
  - 5.4.2 Alarm system and panic buttons with a reputable security company;
  - 5.4.3 Access control in the form of a security register or turnstile operated electronically.
  - 5.4.4 Pest control and eradication procedures, which will be done at least twice a year in all common areas and student rooms. The service must include:
    - i. Spraying of all the crawling insects.
    - ii. Spraying of drains in the accommodation.
    - iii. Spraying the refuse areas.
  - 5.4.5 Plan and implement deep cleaning procedures in the entire property, in consultation with the students, twice a year (preferably in June and December).

## **6. RENTALS**

- 6.1 The SPU shall pay the Company an accommodation rental on behalf of the registered student for double room which will be R\_\_\_\_\_ per registered student in accordance

with the NSFAS rate for the academic year. The rental shall be inclusive of VAT at the standard rate in terms of the Value Added Tax, 1991.

- 6.2 Academically registered students will each be required to pay a refundable deposit.
- 6.3 The rental charge shall be inclusive of water and electricity and unlimited internet which is accessible in all common areas and bedrooms of the students. The rentals will cover all the key requirements on minimum norms and standards and university recommendations.
- 6.4 Accommodation service providers who are 2KM away from the nearest campus must provide transport for their students or opt for the university transport with a monthly levy.
- 6.5 Students who are occupying single rooms and sharing rooms shall be charged the same accommodation fee respectively, irrespective of who the sponsor is and what the budget of the sponsor is.
- 6.6 Student deposits must be refunded within 30 days after the student has vacated the accommodation.
- 6.7 The AOCA Provider and the student must do a joint room inspection when the student is moving in and when the student is moving out and an entry and exit inspection must be kept as proof.
- 6.8 Where there is a dispute in breakages, the student will be given an option to dispute in writing. Once a solution has been reached and the dispute is granted in the favour of the student, the landlord must refund the student withing 14 working days.
- 6.9 Students will **ONLY** be allowed to cancel their accommodation after a semester, exception will be given for cancellation if the services are not offered, or the student has been evicted due to behavioural issues. Students who cancel their lease may do so with no further cost provided that they bring a replacement or give a one month's notice.

## **7. LIVING AND LEARNING COMMUNITIES AND OTHER SERVICES**

- 7.1. Sol Plaatje University has adopted a conceptual framework of Living and Learning Communities. The living and learning communities are applicable to both on and off-campus accredited accommodations.
- 7.2. Living and learning communities shall be implemented in all accredited off-campus accommodation. In a case where the properties are small, accredited accommodations will be clustered to form a committee that will be responsible for programmes in that cluster.
- 7.3. The accommodation will be charged a 4.5% LLC levy for the total number of SPU students in their accommodation monthly.
- 7.4. SPU shall provide the following services to students:

- 7.4.1 Establish living and learning communities and run related programmes;
- 7.4.2 Appoint student leaders for all accredited providers in the form of off-campus coordinators, house committees, mentors, and payments of their stipends;
- 7.4.3 Ensure that data for all SPU registered students is captured in the ITS for payments to be made accordingly;
- 7.4.4 Offer support in student development and governance matters;
- 7.4.5 Facilitate annual accreditation processes;
- 7.4.6 Provide student leadership and caretakers in accredited accommodation with SHE and First Aid Training;
- 7.4.7 Help all accredited accommodation providers in developing students' housing rules and regulations as required by SPU.

## **8. ANNEXTURE A: LEASE AGREEMENT**

- 8.1 Students shall be obliged to comply with the rules and regulations of SPU and the lease agreement of the accredited student accommodation.
- 8.2 SPU shall in consultation with landlord be entitled to amend the house rules.
- 8.3 Each student in the accredited accommodation must be furnished with a copy of the house rules.
- 8.4 All students in the accredited accommodation shall be subjected to the University's Disciplinary Codes and procedures.

## **9. UNDERTAKING**

- 9.1 The Company agrees not to use or allow other persons to use the entire or part of the premises for any illegal purposes. If the Company breaks/ breaches this undertaking, the SPU shall be entitled to cancel this Agreement.

## **10. COMMISSION**

- 10.1 The SPU and the accredited accommodation provider agree that there shall be no commission or make any donation or give gifts to any person or persons employed by the SPU as a result to conclude this Agreement. If the accredited accommodation provider breaches the terms of this paragraph, SPU shall be entitled to cancel this Agreement and take actions as guided by the required law.

- 10.2 Accredited accommodation providers are obliged to adhere to the University's anti-corruption practices, including making disclosures (through the Whistle-blower service, or by any other means) regarding requests such as those referred to in 10.1 above.

## **11. PUBLIC LIABILITY**

- 11.1 The accredited accommodation shall be required to take out a suitable public liability insurance for the duration of this Agreement.
- 11.2 The cover for the insurance policy shall not be less than R 2 million for with unlimited number of claims per annum. Proof of the insurance must be produced upon demand by the Sol Plaatje University.

## **12. BREACH**

- 12.1 Should either party commit a breach of this Agreement (Other than the non-payment of rental charges) and fail to resolve that breach within 60 days after receiving a written notice to do so, the aggrieved party shall be entitled to cancel this Agreement upon notice without prejudice to any claim.
- 12.2 Where the breach is in relation to non-payment of rental payments and either party fails to resolve the breach within 14 days' notice after a written notice has been received, the aggrieved party shall be entitled but not obliged to cancel this Agreement with a notice.

## **13. INTERIOR, EXTERIOR AND OTHER SERVICE MAINTENANCE**

The accredited accommodation provider / Company shall:

- 13.1 Maintain and keep the entire interior and exterior of the accommodation in good condition, including wear and tear maintenance.
- 13.2 Ensure that damages or breakages to furniture, windows, partitions, walls, ceilings and floors are repaired within thirty (30) days of being reported as being defective;
- 13.3 Ensure that all electrical appliances are fixed withing forty-eight (48) hours of reporting.

## **14. HEALTH AND SAFETY**

- 14.1 The accredited accommodation provider / Company shall ensure that there are no blockages or obstruction caused by water, sewerage or drains in the accommodation.

- 14.2 The accommodation shall be required to have a disaster management plan in consultation with SPU Health and Safety unit or a trusted external company that deals with Health and Safety issues.
- 14.3 All registered students will be required to comply with the health and safety regulations, and the disaster management plan of the accommodation.