



Fountain Rez
STUDENT LIVING

House Rules



ANNEXURE “C”

1. INTRODUCTION

- 1.1 Rules to the benefit of all Residents. Note that these Rules may be amended from time to time and you will be notified of any additional Rules or variation to current Rules. These Rules form part of your Lease Agreement and should be observed by all Residents and their visitors.
- 1.2 All Residents and their visitors need to abide by the Rules as stipulated in the Terms and Conditions of the Agreement or the Resident will be issued with a warning and/or a fine and may at the discretion of Fountain Rez Management lead to termination of the Lease Agreement. The continued transgression of Rules may result in termination of the Lease Agreement. Note that Rules that are marked as “**Fundamental Rules**” are Rules that if broken may result in an immediate termination of your Lease Agreement.

2. SECURITY

- 2.1 Fountain Rez cares for all our students and we will therefore endeavor to ensure, as reasonably practical, the safety and security of the students living with us. This being said, it always remains the responsibility of the Resident to ensure his/her safety, as well as that of their visitors. Fountain Rez cannot be held responsible for any loss or damage to your personal items including vehicles or motorcycles.
- 2.2 For the safety of Residents, Fountain Rez has CCTV cameras throughout the building, which are monitored by Fountain Rez security. We also have biometric access at the two primary entry points to the Premises (the Main Entrance and the Link Entrance) and at the entrance of all apartments. Right of admission to the Premises is reserved by the Management of Fountain Rez and any unauthorized person may be removed by the Security.
- 2.3 You may not leave any person, be it a parent, sibling, partner or friend unattended in any part of the Building, including your Room or apartment. Your Room and apartment are to be locked at all times when you are not there. You may not give your room key to anyone. Should you lose your key, you will be charged R150.00 (one hundred and fifty rand) to make a replacement key.
- 2.4 We strive to ensure a safe and secure community environment, unfortunately you will find that theft may still occur. To ensure the safety of your belongings, all doors must be kept locked. Do not leave valuables unattended in Communal Areas. All exit doors are to remain closed and do not allow anyone access to the Building. Anyone wanting to enter Fountain Rez needs to do so at the **Main Entrance Lobby via Security**.
- 2.5 **A Fundamental Rule:** No visitors are allowed to enter Fountain Rez via the ‘Link Entrance’ from Rondebosch Main, all visitors must enter via the Main Entrance and be signed in at security.
- 2.6 You are responsible for your own insurance.
- 2.7 A Resident may not enter another Residents room without his or her permission, except under the authority of the Residence Manager.
- 2.8 A Resident may not be in possession of any keys or access cards not issued to them by Fountain Rez Management.
- 2.9 No weapons, not limited to but including firearms and knives, are allowed in Fountain Rez building or on its premises.

3. VISITORS

- 3.1 While you enjoy your stay at Fountain Rez, you may have visitors between 08h00 and 24h00. Each Resident is allowed a maximum of 3 (three) visitors at a time. Before gaining entry to Fountain Rez Premises, all visitors must produce identification that is satisfactory to Security at the Visitors Entrance. Your visitors are not to be left unattended in your room or apartment at any time.
- 3.2 You will require prior written consent for any visitors to overnight at Fountain Rez which consent will be subject to the ‘Overnight Policy’.
- 3.3 All visitors must be signed in at the Security desk in Reception and the Resident must collect their visitor. The Resident must escort their visitors out and ensure they are signed out correctly. Failure to do so will result in a R25 (twenty five rand) penalty fine for each visitor not signed out correctly.



- 3.4 **A Fundamental Rule:** Failure to sign your visitor in at Security will lead to a R150 (one hundred and fifty rand) fine. Continuous failure to do so may, at the discretion of Fountain Rez Management, lead to termination of your Lease Agreement. The Cancellation Policy will apply, and you will be liable for any charges coming thereof.
- 3.5 Your visitor and their safety is the responsibility of the Resident. All visitors need to adhere to the Rules and policies set out in the Terms and Conditions of the Lease Agreement & House Rules. Any damage or disturbance caused by a visitor will be the responsibility of the Resident who signed them in and such the Resident will be held liable for any damage and/or loss caused by such visitor.

4. MAINTENANCE AND CLEANLINESS OF THE BUILDING

- 4.1 You are responsible for the cleanliness and tidiness of your apartment. All furniture and appliances in your apartment needs to be cared for and may not be removed from your apartment without prior consent from Fountain Rez Management.
- 4.2 All appliances should be used in accordance with their instruction manuals and should you be uncertain you should contact Fountain Rez Management.
- 4.3 Faulty or damaged furniture or appliances must immediately be reported in writing to Fountain Rez Management. No Resident may repair or attempt to repair any furniture or appliances.
- 4.4 The cost of any repairs to furniture, appliances and to Fountain Rez Property damaged by the Resident or his/her visitor will be for your account.
- 4.5 Furniture should not be removed from the Common Areas. You will be issued with a spot fine of R200 (two hundred rand) should you be found with any furniture from any Common Area.
- 4.6 As you will be provided with all the furniture to make your stay comfortable, there is no need for you to bring any extra furniture. Should however, the need to have extra furniture, you will need prior written consent from Fountain Rez Management.
- 4.7 While we do have the services of a cleaning company for the Communal Areas, you are required to keep this area clean, as you found it. Any Resident and their visitors who are found to leave the area in an unsatisfactory state will be issued with a spot fine of R250 (two hundred and fifty rand). Any person found to leave refuse, cleaning equipment, bins etc. in the passage ways or in Communal Areas will be issued with a R250 (two hundred and fifty rand) spot fine. All Residents must use the Municipal refuse bins found on each floor for the disposal of all refuse.

5. NOISE

- 5.1 Quiet time is between 22h00 and 08h00 Sunday to Thursday and between 24h00 and 08h00 Friday and Saturday. During the exam period quiet time is enforced on a 24 (twenty four) hour basis.
- 5.2 Please be considerate to others and ensure you do not make any excessive noise. Noise at unreasonable levels is strictly forbidden and should you or your visitors be found to contravene this rule, Fountain Rez Management may impose a fine of R500.00 (five hundred rand) per incident and a warning. A certificate signed by Fountain Rez Management shall constitute *prima facie* proof of a contravention in this regard.
- 5.3 **A Fundamental Rule:** Continuous excessive noise and disturbances may, at the discretion of Fountain Rez Management, lead to the termination of your Lease Agreement. The Cancellation Policy will be applied, and you will be liable for any charges coming thereof.

6. CONSIDERATION FOR OTHERS

- 6.1 At Fountain Rez we respect those around us, regardless of race, sex, religious beliefs and sexual orientation. Harassment and assault are strictly forbidden. Should you be found to have seriously disorderly conduct to any Fountain Rez tenant, Fountain Rez staff and their affiliates or any visitors of Fountain Rez, your Lease Agreement may, at the discretion of Fountain Rez Management, be terminated. The Cancellation Policy will be applied, and you will be liable for any charges coming thereof.

7. HEALTH AND SAFETY

- 7.1 At Fountain Rez we take the health and safety of all Residents seriously. We will have regular quarterly



inspections of your apartment and Communal Areas. This will be conducted by Fountain Rez staff and you will be notified thereof in writing at least one week before such inspection.

- 7.2 Your Room will be equipped with a wall panel heater, so you will not need to bring your own heater.
A Fundamental Rule: Should you be found to be in possession of a bar heater you will be issued with a spot fine of R500 (five hundred rand) and a warning which may lead to termination of your Lease Agreement. The Cancellation Policy will apply, and you will be liable for any charges coming thereof. The heater will also be confiscated and returned to you at the end of your Lease Agreement.
- 7.3 All irons and electrical appliances for use of hair styling, need to be switched off and unplugged when not in use. Any electrical equipment left on and unattended is a serious fire hazard to yourself and those around you.
A Fundamental Rule: Any person found to have left such items switched on will be issued with a spot fine of R500 (five hundred rand) and be issued with a warning which may lead to termination of your Lease Agreement. The Cancellation Policy will apply, and you will be liable for any charges coming thereof.
- 7.4 A Resident and their visitor may not interfere with any fire protection equipment. If you or your visitor are found to contravene this rule, Fountain Rez Management may impose a fine of R1 000 (one thousand) and a warning per incident. **A Fundamental Rule:** Continuous contravention of this rule may, at the discretion of Fountain Rez Management, lead to the termination of your Lease Agreement. The Cancellation Policy will be applied, and you will be liable for any charges coming thereof.
- 7.5 No naked flame such as a candle or gas lamp are allowed in Fountain Rez building or on its premises without prior permission of the Residence Manager. **A Fundamental Rule:** Continuous contravention of this rule may, at the discretion of Fountain Rez Management, lead to the termination of your Lease Agreement. The Cancellation Policy will be applied, and you will be liable for any charges coming thereof.
- 7.6 A Resident may not lead an extension cord from one room to another.
- 7.7 Only SABS approved multiplugs are allowed to be used in rooms.
- 7.8 Fireworks are not allowed in Fountain Rez building or on its premises.
- 7.9 A Resident and their visitor may not tamper with any electrical installations. **A Fundamental Rule:** Contravention of this rule may, at the discretion of Fountain Rez Management, lead to the termination of your Lease Agreement. The Cancellation Policy will be applied, and you will be liable for any charges coming thereof.
- 7.10 Pets are not allowed in Fountain Rez Building or on its premises.

8. SMOKING, ALCOHOL AND DRUGS

- 8.1 apartments included. You may not smoke less than 10 (ten) meters from any doorway. Should you or your visitor be found smoking in a non-designated smoking area, you will be fined R1 000.00 (one thousand rand). For those who choose to smoke, there is a designated smoking area on the roof deck.
- 8.2 Likewise, Fountain Rez is an alcohol free Building. You may not keep or consume any alcohol in your Room, apartment or any Communal Areas. Should you be found to be in possession of any alcohol you will receive a R1 000.00 (one thousand rand) fine and the items will be confiscated and returned to you at the end of your Lease Agreement. Any Resident found to be intoxicated and behaving in a socially unacceptable manner will, at the discretion of Fountain Rez Management, receive a R1 000.00 (one thousand rand) fine and any costs for cleaning or repair thereof will be for the account of the Resident.
- 8.3 **A Fundamental Rule:** Illegal drugs are strictly forbidden at Fountain Rez. Any Resident found to be in possession, consuming, cultivating or selling any form of drugs may, at the discretion of Fountain Rez Management, lead to immediate termination of your Lease Agreement and report the incident to the police.

9. WATER AND ELECTRICITY

- 9.1 Fountain Rez is conscious of the current water restrictions in Cape Town and we make every effort to ensure that we do our part to conserve water. For this we have implemented a fair usage policy where each apartment is fitted with a water meter which is monitored regularly. Each Resident is allocated a total of 3 kiloliters per month. If a Resident is found to exceed the monthly allocation, you will be charged the balance of your water account on a monthly basis.
- 9.2 At Fountain Rez we are conscious of the electricity usage and therefore have implemented a fair usage



policy. Each Resident is allocated a total of 200 kilowatts per person per month (400 kilowatts per 2 bedroom apartment) which is monitored monthly via the electricity meter installed in each apartment. If a Resident is found to exceed the monthly allocation, you will be charged the balance of your electricity account on a monthly basis.

- 9.3 Continued excess use of water and/or electricity may result in a fine of R500.00 (five hundred rand) per transgression.
- 9.4 Residents may not overload any electrical connections or alter any electrical installations.

10. PARKING

- 10.1 Because of our close proximity to surrounding universities and colleges, we encourage walking to campus. However, we do have parking bays available should you require one. Each Resident who requires bays must apply for parking and sign the parking policy document. You may only park in the parking bays provided and display your parking permit in the bottom right corner of your front windshield. Any vehicle found to be parked in any other area will be clamped and charged a R500.00 (five hundred rand) release fine.
- 10.2 All bicycles must be parked in the bays provided and not brought inside the building or stored in your rooms or communal areas. You must provide your own security chain and ensure that it is locked at all times.
- 10.3 Fountain Rez does not take responsibility for any damage or loss to your vehicles, motorcycle or bicycles and residents are required to arrange their own insurance.

11. ROOMS AND FURNITURE

- 11.1 While staying at Fountain Rez each Resident needs to ensure that they take care of the Room and furniture provided to them. You may bring a rug and pictures to make your Room unique but note that no adhesives, drilling or nails will be allowed in the walls. Should you damage the walls the costs of the repair will be for the Resident. No Resident may repair or attempt to repair any damage to the walls.
- 11.2 At Fountain Rez we care for our neighbors and surrounding area. Residents will not be allowed to hang any laundry from windows or any public areas within the Building. You will be charged with a R200 (two hundred rand) spot fine if you do not adhere to this rule.
- 11.3 Each Resident is responsible for their Room and needs to ensure that it is clean and tidy at all times. Flat mates are responsible for ensuring that shared places are kept clean at all times.
- 11.4 Residents must report any faults or repairs to Fountain Rez staff immediately.
- 11.5 You may not sublet or transfer your apartment or Room at any time. Should you be found to contravene this Rule, Fountain Rez reserves the right to terminate your Lease Agreement. The Cancellation Policy will apply, and you will be liable for any charges coming thereof.
- 11.6 No furniture or items allocated to your apartment may be moved to another area. Only authorized furniture is allowed to be brought to your room.

12. COMMUNAL AREAS

- 12.1 At Fountain Rez our Residents and their guests may enjoy the use of the rooftop entertainment area and its facilities.
- 12.2 Residents and their guests must at all times be considerate of others making use of the area.
- 12.3 All furniture and appliances in the communal areas are to be cared for and used in accordance with their instruction manuals and should you be uncertain you should contact Fountain Rez Management.
- 12.4 Faulty or damaged furniture or appliances must be reported immediately in writing to Fountain Rez Management.
- 12.5 The cost of any repairs to furniture, appliances or Fountain Rez property damaged by the Resident or his/her visitor will be for your account.
- 12.6 Furniture should not be removed from the communal areas You will be issued with a R200 (two hundred rand) fine should you be found with any furniture from any common area.



13. NO VIOLENCE, VANDALISM, DAMAGE, MISUSE, HARASSMENT OR THEFT (ZERO TOLERANCE)

A Fundamental Rules:

- 13.1 Residents and their visitors are to never cause any harm, damage, distress, disturbance or annoyance to fellow students, either verbally, physically or to their property.
- 13.2 Residents and their visitors are not to threaten, harass or commit any violence against any other student, visitor or the Landlord's staff member.
- 13.3 Residents and their visitors are to never damage, misuse or tamper with any of the furniture or equipment that the Landlord provides.
- 13.4 Residents and their visitors are to never vandalize any of the Landlord's property, on the Premises or in any Room, Communal Areas.
- 13.5 Residents and their visitors are not to steal.
- 13.6 Residents and their visitors are to never commit any form of harassment on the grounds of race, religion, sex or disability.

Should anyone be found guilty or caught in violation of these requirements, they will be required to vacate their Rooms and the Premises with immediate effect.