STUDENT HOUSE RULES & INFORMATION

	Office Hours: 9am – 4pm Mon – Fri
Contact Details	060 744 2745 – Ops Manager – Nakita
	068 715 5243 – Housekeeper – Abigail
Location Address	21-23 Church Street, Rosebank, Cape Town, 7700

1. General and Interpretation

Any reference to –

1.1. "we", "us" or "The Digs On" shall be reference to Pinoak Investments (Pty) Ltd who shall have the rights granted herein against you should you breach the terms hereof.

1.2. "you", "user" or "student" means you specifically, being the lessee of the Premises, or to other users of the Premises and the Building, as the context may indicate.

1.3. "premises" or "room" means the premises to be let by you in the Building as per the terms of a lease agreement.

1.4. "building" means the building of which the Premises forms part located at the residence address set out above.

2. About us:

2.1. The Digs On offers serviced and affordable (on market pricing) luxury student accommodation that is well located, secure, exceptionally well maintained and professionally managed student residence.

2.2. The accommodation is suitable for both Under-Grad or Post-Grad students with an age limit up to 29 years old.

2.3. A boutique offering of 19 single room units incl. common bathrooms and fully furnished communal relaxation/dining areas, outside chill areas, study area/s, common kitchens (fully fitted with appliances), storage area, some secure vehicle parking on a first come first served basis, and entertainment area.

2.4. The Digs On is securely located with 24 Hour armed response, electric fence and CCTV throughout. The Digs On provides secure access control to students.

2.5. 1000mbs FTTH fibre is fitted and included in the students' rentals. Reasonable water and electricity charges are also included in the rentals.

2.6. The rooms include a ¾ bed and mattress, shelving, chair, study desk, study lamp with rechargeable globe, wardrobe and blinds/curtains.

3. Security:

24-hour armed response, alarm system with each room fitted with a panic button, electric fencing with access control and CCTV cameras throughout.

4. WIFI, Internet

The Digs On Acceptable Use Policy ("AUP") applicable to the use of the internet and wireless network infrastructure is set out below as a separate policy. The AUP shall apply to all users of The Digs On IT infrastructure.

5. Laundry Services:

5.1. To help ensure that all users have fair and equal use of the laundry facilities and to protect the integrity of facilities, The Digs On reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof. The action that The Digs On may take includes, but is not limited to:

5.1.1. Limiting usage by offending parties;

5.1.2. Temporarily preventing usage by offending users;

5.1.3. Complete termination of service to users who grossly abuse the facilities through improper or excessive usage; and/or

5.1.4. Charging the offending parties for administrative costs as well as for machine and human time lost due to the incident(s).

6. Water & Electricity Consumption:

6.1. Included in your rental is an amount allocated for the reasonable use of water and electricity.

6.1.1. In order to maintain the level charged, we request that you use only the minimal amount of electricity and water. In this regard, we require that you – switch off all lights and electrical appliances while not in use or when you leave the room;

6.1.2. do not use heaters of any sort in the rooms. If found to be using heaters, same will be confiscated; a small bar fridge is the only permitted appliance in a room

6.1.3. use water sparingly;

6.1.4. report any leaks to the Housekeeper/Ops Manager as soon as they are noticed; and

6.1.5. ensure that all stove plates and ovens are turned off when not in use.

6.2. Should it be found that the electricity and water charge for the building exceeded that provided for when calculating your contribution, we will be obliged to apply a surcharge to accommodate the electricity and water shortfall. You will be liable for any increase arising from the aforesaid (or proportionate share thereof, as the case may be).

7. Communal areas

7.1. To help ensure that all users have fair and equal use of the communal areas and to protect the integrity of facilities, The Digs On reserves the right, and will take necessary steps, to prevent improper or excessive usage of the communal areas. The action that Digs On may take includes, but is not limited to:

7.1.1. Limiting usage by offending parties;

7.1.2. Temporarily preventing usage by offending users;

7.1.3. Complete termination of service to users who grossly abuse the facilities through improper or excessive usage; and/or

7.1.4. Charging the offending parties for administrative costs as well as for machine and human time lost due to the incident(s).

8. Consideration for Others:

8.1. Serious and disorderly behaviour that results in the disturbance of others may lead to immediate termination of your lease agreement.

8.2. In such cases you will be liable for the full charges set out in lease agreement and The Digs On reserves the right to fine you in such amount determined in its sole discretion.

8.3. Playing of music or other sounds at unreasonable levels is strictly forbidden.

8.4. Shouting, calling or talking in a raised voice is not acceptable.

8.5. Running in corridors or in any other areas of the building is not permitted.

8.6. The Digs On requires that you report any disturbances to the Ops Manager.

9. Care of the Buildings, Communal Areas, and Bedrooms:

The below mentioned obligations are required of you to care for the buildings, communal areas, and bedrooms.

9.1. Keep the bathrooms in a clean and hygienic state.

9.2. Keep the kitchens in a clean and hygienic state. After cooking, wash all the items used not limited to but including the pots, crockery, and cutlery. **If you are found to have left dirty dishes longer than 2 hours, an appropriate fine of R300 will be charged.**

9.3. You must keep your room clean and tidy at all times. Bed linen should be changed and washed at least once every 2 weeks. The furniture provided in your room may not be removed from your room or the building at any time.

9.4. The full cost of repairing any item of furniture or electrical appliance provided by us and which has been damaged by you will be charged to you. **An appropriate administration charge of not less than R300 will also be charged.**

9.5. Insects and rodents are a health hazard. Only dry food may be kept within the rooms and all reasonable measures must be taken by you to guard against pests and rodents entering the premises or the building.

9.6. Dump rubbish (including food uneaten or stale) in the dust bins provided.

9.7. A cupboard and locker will be allocated to each room within the kitchen for the storage of food.

9.8. All food kept in your room must be stored in suitable containers or wrapped tightly as this will prevent insects or rodents from accessing it.

9.9. Stale, unfinished or waste food must be immediately thrown in the correct dustbins provided in the kitchens.

9.10. Furniture may not be removed from the common areas to your rooms. **If you are found to have taken the furniture to your room, an appropriate spot fine of R300 will be charged.**

9.11. All rooms will be inspected by management. Any damage found to the room or any fixtures, furniture or equipment therein on inspection will be billed directly to you and become payable immediately. Should we find that the state of your room is such that there may be a potential health hazard, you will be formally requested to clean your room. Should you consistently keep your room in such a state we can arrange for the room to be cleaned, and all costs will be for your account.

9.12. You will ensure that prior to vacating the room, for weekends, vacations or otherwise, that your room is cleaned and that any form of food or drink is stored away or thrown out and that pots, pans, cups and plates are cleaned. **We reserve the right to clean your room in your absence and hold you accountable for costs incurred (which will not be less than R300) and we will not be held responsible for any losses.**

9.13. Cooking of food in your room is strictly forbidden. You may not remove any microwave ovens, airfryers, toasters, hot plates, or any appliance supplied from the communal kitchen for cooking in your room or otherwise.

9.14. Clothes or other items may not be hung from any of the windows of the building or on the balcony.

9.15. No posters, papers, products or other items may be permanently affixed to the walls, windows or furniture of your room or any other part of the building. It is in your best interests to keep the building in a clean state and you must not soil, mark, litter or damage the common areas of the building. **Any repairs required as a result of your conduct will be deducted from your deposit and we shall be entitled at any time to enter your room and remove any posters, papers or products affixed to the walls, windows and furniture at your cost.**

9.16. Toilets must not be used for the disposal of any foreign objects; only domestic toilet paper may be flushed down the toilet. She bins will be provided for in the Ladies bathroom facilities.

10. Smoking – Drugs and Alcohol:

10.1. The building is a smoke free building. Smoking, drinking, or the taking of drugs is strictly prohibited within your room and in the common areas of the building.

10.2. Consumption and storage of alcohol is not allowed in your room or in the building.

10.3. You will not use, store and/or sell prescription or non-prescription drugs or narcotics in the building.

10.4. Should alcohol or any form of drugs be found on your person or in your room, we reserve the right to immediately terminate the lease agreement and take whatever legal action that may be necessary against you.

11. Reporting Maintenance:

11.1. All maintenance related matters should be reported to the Housekeeper/Ops Manager. The landlord will only be liable for repair or maintenance in certain circumstances and you acknowledge that certain requests may fall outside of the landlord's responsibility and will accordingly fall on you to attend to.

11.2. Please be specific when reporting maintenance related matters and ensure that the location of the problem is specified.

All items listed below have a 24hr response time and we will endeavour to ensure resolution within 48hrs:

11.2.1. Water wastage (not flood related)

11.2.2. Globes in student communal/public areas

11.2.3. Toilets - Blockages
11.2.4. Locks to main gates
11.2.5. Showers that are not usable
11.2.6. Stoves

11.3. All items listed below have a 24-hour response time:
11.3.1. Geysers
11.3.2. Basin
11.3.3. Taps
11.3.4. Urinals

11.4. All items listed below have a 36-hour response time:
11.4.1. Flooring
11.4.2. Tiles
11.4.3. Shower doors

11.5. Items or areas vandalised by students are not subjected to the same turnaround time as stated above.

11.6. Maintenance items recorded on Fridays (after 12h00) may only be attended to on a Monday unless it is an emergency. On weekends, the maintenance department provides a stand-by team to attend to emergency matters only. Where maintenance matters are outside of the artisan's skill set, the stipulated turnaround time may be exceeded.

12. Room inspections:

12.1. Room inspections will be conducted at least twice during the year.

12.2. Any damage found in your room during inspection will be charged to your account.

12.3. Repairs to your room will only be made following your payment.

13. Medical Conditions and Special Needs: (ICE Info – In Case of Emergency)

Should you suffer from any medical illness or disability, we would appreciate you notifying us and filling in your doctor's details and two contactable family/friends' numbers so that we are in a position to be of assistance in the event of a medical emergency.

14. Security and Safety:

14.1. We reserve the right to search bags (yours or your visitors) at any time and confiscate any firearms, weapons, alcohol, drugs or any other illegal substance.

14.2. We cannot be held responsible for any losses that you may incur whilst residing in our buildings. In light of this, please keep your room locked at all times and ensure that the windows are fully closed when you are not present in your room. The key for your room must never be given or lent to any other person. You should ensure that there are no key tags or identification that would make it easy to identify the room or building that the key belongs to.

14.3. It is vital that you take good care to ensure that you never leave your keys in a place that they could be stolen or lost. We will not be held responsible for any theft or burglary involving your possessions.

14.4. **Lost keys lead to the issuing of new keys and you will be held responsible for the cost of and the issuing of replacement of keys/fobs/access control (R500.00) together with an administration charge as a locksmith will be required to be called in.**

15. Fire Safety:

15.1. Fire drills are mandatory and conducted twice a year (or more often at our instance).

15.2. The fire alarm is tested once a week, on a Friday at around 12:00pm. Any alarm that sounds outside of these hours should be considered an emergency.

15.3. Tampering with any fire equipment is illegal and will place the lives of others in danger.

15.4. **Offenders will be charged a fine of R1,000.00**

15.5. Tampering with any security or firefighting equipment is a serious offence and is strictly forbidden. Should you tamper with the fire equipment in any way, we reserve our right not only to have you arrested but to lay criminal charges against you. **The cost of restoring such equipment will be for your account (minimum charge of R1,000.00 for tampering with any equipment).**

15.6. The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden to be used in your room or any other part of the building.

15.7. The use of heating of any kind, including gas, electrical or any heaters are strictly prohibited.

15.8. The use of any cooking equipment in the bedrooms is strictly prohibited.

16. Emergency Procedures:

16.1. The Housekeeper's contact number as well as emergency services is displayed in the building lobbies/lounges.

16.2. The Ops Manager will have the ICE (in case of emergency) numbers – please make sure that the correct and relevant updated information is on hand.

17. Visitors:

17.1. Visitors are welcome provided they observe these house rules and the lease agreement. No student may have more than TWO visitors at any given time.

17.2. No visitors are allowed to access or remain in the building without the resident's presence. Should you leave the building, your visitors must also leave the building.

17.3. You will be wholly responsible and financially liable for any damages caused by your visitors.

17.4. Visitors have access to the building from 08h00 to 22h00.

17.5. **Sleeping overnight is by request and approval only. Management reserves the right to apply a R300 per night surcharge. Should we find that you have granted a visitor the right to sleepover without management consent, you will be fined an amount of R500.00 per visitor per night for the room.**

17.6. Management reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, visitors' behaviour is inappropriate, or the people carrying capacity of the building is compromised in any way.

18. General:

18.1. Firearms or any form of weapon, e.g. knives, batons etc, is strictly forbidden. No group meetings or demonstrations will be permitted within the building or property. Pamphlets of any nature may not be placed or handed out in the building without our prior consent.

18.2. No cooking facilities are to be bought in and used in the individual rooms. One small bar fridge is the only appliance permitted.

19. Pregnancy:

Should you fall pregnant you will be required to vacate the premises by the 7th month of pregnancy.

20. Vacating:

DAILY, WEEKLY, MONTHLY, YEAR-END VACATING

20.1. Tenants must inform the Ops Manager by email or Whatsapp their vacancy date:

20.1.1. only 24 hours prior to the intended date of vacating if before 30th November.

20.1.2. on the 25th November of their intended date of vacating in December.

20.2. The room will be inspected, and damages will be charged for accordingly. All damages will be deducted before refunds and/or deposits are paid without exception**.**

20.3. **If a student should fall in arrears with payment of the rent and Pinoak Investments/The Digs On Management should have to engage the use of a debt collector; the student/rent payer will be liable for any costs incurred should such a situation arise.**

THE DIGS ON - ACCEPTABLE USE POLICY

1. **LAWS AND REGULATIONS**

1.1. Digs On's infrastructure may be used only for lawful purposes. Users may not violate any applicable laws or regulations of South Africa within the territory of South Africa. Should the user reside outside of South Africa, the laws of the country in which the user resides shall also apply in addition to South African law.

1.2. Transmission, distribution or storage of any material on or through the infrastructure in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secrets or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

2. **THE WIRELESS NETWORK AND RELATED INFRASTRUCTURE**

2.1. The user acknowledges that The Digs On is unable to exercise control over the content of the information passing over the infrastructure and the Internet, including any websites, electronic mail transmissions, news groups or other material created or accessible over its infrastructure. Therefore, Digs On is not responsible for the content of any messages or other information transmitted over its infrastructure.

2.2. The Digs On infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

2.3. The user may obtain and download any materials marked as available for download off the Internet but is not permitted to use its Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials.

2.4. The user is prohibited from obtaining and/or disseminating any unlawful materials, including but not limited to stolen intellectual property, child Pornography, and/or any unlawful hate-speech materials.

3. **INTERNET SYSTEM AND NETWORK SECURITY**

3.1. All references to systems and networks under this section includes the Internet (and all those systems and/or networks to which user is granted access through Digs On) and includes but is not limited to the infrastructure of The Digs On itself.

3.2. The user may not circumvent user authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks").

3.3. Violations of system or network security by the user are prohibited and may result in civil or criminal liability. The Digs On will investigate incidents involving such violations and will involve and will co-operate with law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

3.3.1. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures without the express authorisation of The Digs On.

3.3.2. Unauthorised monitoring of data or traffic on the network or systems without express authorisation of The Digs On.

3.3.3. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

3.3.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.

4. **FAIR ACCESS POLICY**

4.1. To help ensure that all users have fair and equal use of the service and to protect the integrity of the infrastructure, The Digs On reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof, the action that The Digs On may take includes, but is not limited to:

4.1.1. Limiting throughput
4.1.2. Preventing or limiting service through specific ports or communication protocols; and/or
4.1.3. Complete termination of service to users who grossly abuse the network through improper or excessive usage.

4.2. This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

4.3. Online activity will be subject to the available bandwidth, data storage and other limitations of the service provided, which The Digs On may, from time to time, revise at its own discretion and without prior notice to the user.

5. **COMPLAINTS**

5.1. Upon receipt of a complaint, or having become aware of an incident, The Digs On reserves the right to:
5.1.1. withdraw the user's network access privileges completely.
5.1.2. Charge the offending parties for administrative costs as well as for machine and human time lost due to the incident.
5.1.3. In severe cases suspend access of the user's entire network access until abuse can be prevented by appropriate means.
5.1.4. Share information concerning the incident with Internet access providers, the university attended by the user or publish the information, and/or make available the users' details to law enforcement agencies.
5.1.5. Any one or more of the steps listed above, insofar as they are deemed necessary by The Digs On in its absolute and sole discretion, may be taken by The Digs On against the offending party. All cases of violation of the above Acceptable Use Policy should be reported.

FAILURE TO OBSERVE

Failure to observe these House Rules will constitute a breach of the Lease Agreement and may lead to termination of the lease which in turn will result in eviction from the premises and entitle us to all remedies available in terms of the lease agreement and at law.

DISCLAIMER: CONDITIONS OF USE OF THESE PREMISES AND FACILITIES

All students are reminded of the Disclaimer contained in their lease agreement.

Notwithstanding said disclaimer and in addition thereto, entry to and use of The Digs On facilities including but not limited to the laundry and wireless network and internet access ("the facilities") by any and every person entering The Digs On premises or making use of any of the equipment and facilities on or related to these premises does so entirely at their own risk and agrees that the owner, the operator, the manager and/or their successors in title to them shall not be held liable or responsible, whether jointly or severally, for any loss, injury, damages, claim and/or compensation of whatsoever nature and howsoever arising as a result thereof, irrespective of whether such loss, injury, damages, claim and/or compensation is caused by the owner, operator, manager, their successors in title or any of their members, directors employees, agents or any other third parties and such person by their entry to these premises for any reason whatsoever waives any and all claims it may have against the aforementioned persons. Such persons further indemnify the owner / operator / manager / directors / their successors in title or any other third parties against any claims instituted on behalf of or by such person or anyone accompanying such person on or in the premises for any reason whatsoever. Any person entering these premises or utilising the facilities and equipment on these premises therefore does so entirely at their own risk.