



## **CODE OF CONDUCT**

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## **1. DEFINITIONS AND TERMS**

1.1 For 27Cluver's Code of Conduct, the following words will have the meaning ascribed to them hereunder:

- 1.1.1. 27Cluver: The Resident is situated at 27 Cluver Street, Stellenbosch
- 1.1.2. 27Cluver's Values: Honour, Excellence, Respect, Kinship, Integrity and Transparency
- 1.1.3. 27Cluver is owned by Canon Cave (Pty) Limited;
- 1.1.4. Premises: the building, containing separate units, passages, verandas, driveways, parking area, braai facilities, shared areas, entrances, where applicable, and landscaped areas in 27Cluver;
- 1.1.5. Lounge Area: Two communal Lounge areas situated on each floor in the Premises;
- 1.1.6. Lease Agreement: The lease agreement between 27Cluver as the Lessor and a Lessee that, inter alia, confers upon the lessee the rights to use and occupy a unit in the 27Cluver
- 1.1.7. Parents: For purposes of this Code of Conduct any reference to a parent or parents will include a guardian/guardians;
- 1.1.8. Open Area: The open-air, common area including the Braai and Parking areas
- 1.1.9. Resident(s): Any person(s) who has the right to occupy a unit in terms of a Lease Agreement;
- 1.1.10. Unit: Any room or flat within the 27Cluver, as described in a Lease Agreement;
- 1.1.11. University: Tertiary Institutions of Education in Stellenbosch

## **2. GENERAL**

- 2.1. This Code of Conduct is compiled in cooperation with the Stellenbosch University (SU) to support an orderly, safe and pleasant living environment, which in turn is conducive to academic success and is in line with the 27Cluver Values.
- 2.2. It is confirmed that all students of the University are subject to the "Disciplinary Code for students of Stellenbosch University (rule 2.11)" of the University. Any Resident who makes either himself or herself guilty of any misconduct in terms of these rules will be subject to the disciplinary measures of the University.
- 2.3. Residents acknowledge that 27Cluver is not situated upon property owned by the University but the provisions of the "Disciplinary Code for students of Stellenbosch University (rule 2.11)" which refer to "on or in the vicinity of the University," also applies to the 27Cluver and includes non-University students.
- 2.4. 27Cluver reserves the right to amend, remove or add to the provisions of these Conduct Rules from time to time in its sole discretion.
- 2.5. This Code of Conduct does not influence or prejudice the provisions of the Lease Agreement and, in the case of any conflict between this Code of Conduct and the Lease Agreement, the provisions of the Lease Agreement will take precedence. Without limiting the generality of the preceding, it is confirmed that the remedies available in the

case of breach of agreement as contained in the Lease Agreement will remain available to 27Cluver, notwithstanding any disciplinary measures applied or enforced in terms of this Code of Conduct and/or the Disciplinary Code for students of Stellenbosch University (rule 2.11).

- 2.6. This Code of Conduct also applies to Residents, whether temporary or otherwise, not registered as students of the University.
- 2.7. Residents are responsible for ensuring compliance with this Code of Conduct by their guests, invitees or any other person gaining access to the 27Cluver through them.

### **3. OCCUPATION AND USAGE OF THE UNIT**

- The number of occupants per Room shall not exceed the number indicated in the Lease Agreement applicable to the Room.
- Residents are responsible for supplying their own bedding, towels and other household necessities.
- No screws or nails may be driven or hit into any walls, furniture or property belonging to 27Cluver.
- All maintenance problems and defects must be reported to 27Cluver via WhatsApp and Email.
- The sale or distribution of food stuff or any other items or the rendering of services at a fee is strictly prohibited unless sanctioned by the 27Cluver Building Management and/or authorised in writing by 27Cluver.
- Residents are not permitted to use the Unit or any other structure on the property for any improper or unlawful purpose or in any other manner that is disruptive or disrespectful towards other Residents or creates a nuisance.
- The sale, use or possession of illegal substances, drugs or controlled chemicals are strictly prohibited on the 27Cluver and Residents who do not comply with this provision may face fines, criminal and disciplinary action.
- Without limiting the above mentioned rule, the use of funnels to consume alcohol is strictly prohibited. Funnels will be confiscated and destroyed.
- Residents must at all times respect the privacy and property of other Residents.

#### **3.1. PREPARATION OF FOOD AND ELECTRICAL EQUIPMENT**

- 3.1.1. Food may only be prepared in designated areas (i.e. kitchens and braai areas). Care must at all times be taken to ensure that microwave ovens, induction plates, mini-kitchens and other appliances are used in accordance with the manufacturer's instructions, switched off when not in use and cleaned properly to avoid any fire risk.
- 3.1.2. The use of any appliances for the preparation of food (e.g. toasters, any barbeque/braai equipment, microwave ovens, electrical frying pans or hot plates) is strictly prohibited in bedrooms and the passages or on the verandas in Blocks.
- 3.1.3. The tampering with, damaging of or overloading of switchboards, trip switches, wall sockets, permanent electrical cabling or electrical equipment is strictly prohibited.

- 3.1.4. Only SABS approved electrical power plugs, or multi-plug extensions are allowed in a Unit.

### **3.2. FURNITURE, APPLIANCES AND FIRE EQUIPMENT**

- 3.2.1. No washing machines, tumble dryers, boom boxes and/or excessive sound systems are allowed.
- 3.2.2. The following additional appliances are permitted within units: heaters (maximum 2000W, with airflow and temperature control) and free-standing air conditioners)
- 3.2.3. No furniture, appliances or equipment belonging to 27Cluver may be removed from a Unit or any Communal Area, without the prior written consent of 27Cluver.
- 3.2.4. Changes or adjustments to furniture, appliances or property belonging to 27Cluver are strictly prohibited.
- 3.2.5. If any furniture, appliances or equipment belonging to 27Cluver is removed from a Unit (e.g. it is left outside), it will be removed by 27Cluver, and the Resident will be held liable for any loss or damage.
- 3.2.6. The tampering with, damaging of or unlawful use of any fire-fighting equipment and electricity distribution boards or equipment within the Property is strictly prohibited by law and punishable.
- 3.2.7. Fire-fighting equipment must at all times remain in their allocated positions on the Property and may only be removed in case of emergency.

### **3.3. VANDALISM AND DAMAGE TO PROPERTY**

- 3.3.1. Any form of vandalism, damage to or destruction of property on the 27Cluver is forbidden. Offenders will be held liable and could face fines, disciplinary and criminal action.
- 3.3.2. Residents are liable for any damage caused within the 27Cluver by themselves or their guests/invitees or any person gaining access to the 27Cluver through them. As such, Residents will be held responsible for the care of and condition of their Units and the Communal Areas which they occupy, as well as the furniture, appliances and equipment therein and will be required to pay for the repair (or replacement, where applicable) to any Unit, furniture or equipment which was damaged. Residents shall ensure that Units, furniture and equipment are returned to 27Cluver at the end of the lease period in the same condition as at the commencement of the lease period.
- 3.3.3. If the property and/or any furniture or equipment therein, is damaged or vandalised, and the guilty party is not identified or does not take responsibility, all the Residents who have access to said areas will be held liable for damages.

### **3.4. GUESTS AND/OR VISITORS**

- 3.4.1. For security reasons, no external cleaning services will be granted access to render services within the 27Cluver. All cleaning services are to be rendered by a contractor accredited by 27Cluver.
- 3.4.2. As set out in section 2.7 of this Code of Conduct, Residents are responsible for ensuring compliance with this Code of Conduct by their guests/invitees, or any other person gaining access to the 27Cluver through them. Residents will, therefore, be held accountable for all the actions of the guests/invitees. 27Cluvers Building Management has the right to disallow any visitor from entering the 27Cluver Property in its discretion.

- 3.4.3. No guests/visitors will be allowed access to the 27Cluver after 23:00 without prior written permission from the Building Management.
- 3.4.4. Guests/visitors are not permitted to access the 27Cluver by vehicle or park their vehicles inside the 27Cluver without the prior written consent of 27Cluver.

### **3.5. COMMON AREAS**

- 3.5.1. Residents are collectively responsible for maintaining these in a clean and hygienic state and for caring and cleaning of all furniture and equipment placed in such Communal Areas.
- 3.5.2. The braai facilities and benches on the Property must be used respectfully and decently. Any vandalism of or damage to these items could lead to fines, disciplinary action and liability for the damage. These areas must be cleared from all rubbish and empty bottles immediately after use. Failure to adhere to this will result in the cost of cleaning to be charged to the responsible Residents.
- 3.5.3. Residents must place all refuse in the refuse bins allocated to the Property.
- 3.5.4. Residents must refrain from leaving refuse in the passages and/or on the verandas of the Property.
- 3.5.5. Laundry is not permitted to be placed on or over the balconies, railings, verandas of the Property or passages or windows. All unattended laundry will be removed.
- 3.5.6. Residents are not allowed to make use of the hose pipe when they wash/clean vehicles or other outdoor equipment. Only buckets may be used. Fire hoses may under no circumstances be used for these purposes.
- 3.5.7. No pools and/or trampolines are allowed on the 27Cluver. If found they will be confiscated.

### **3.6. PETS**

No pets are allowed on the 27Cluver.

### **3.7. MARKETING AND/OR ADVERTISING ON THE PROPERTY**

- 3.7.1. Only promotional/advertising material (e.g. flyers, posters) that has been approved in writing (Email or WhatsApp) by Building Management may be displayed / distributed in 27Cluver. Any materials which do not meet these requirements will be removed, and the person(s) responsible could face fines.
- 3.7.2. Promotional or advertising material that meets the requirements and is displayed in the 27Cluver, may not be destroyed, defaced or removed. Residents that contravene this provision could face fines.

## **4. FACILITIES**

### **4.1. 27CLUVER OFFERS THE FOLLOWING FACILITIES:**

- 4.1.1. The Laundry Room;
- 4.1.2. The Braai Area;

4.1.3. Communal Lounges

4.1.4. Secure on Premises Parking

#### **4.2. COMMON AREAS**

4.2.1. All furniture, appliances and equipment in 27Cluver are unless proven otherwise, the property of 27Cluver.

4.2.2. The Communal Areas are there for the use and benefit of all Residents and must be used in a respectful and considerate manner.

4.2.3. The Communal Areas must at all times be kept neat and tidy.

4.2.4. Noise and sound levels in the Communal Areas must at all times be kept at a respectable and considerate level unless prior permission has been granted otherwise.

#### **4.3. THE LAUNDRY ROOM**

4.3.1. 27Cluver owns the washing machine, tumble dryer, furniture and any other equipment in the laundry area ("the Laundry Room").

4.3.2. These facilities are available for the use of Residents.

4.3.3. Residents must help to keep the Laundry Room neat and clean when using it.

4.3.4. Residents must follow the instructions in the Laundry Room with regards to the use of the washing machine and the tumble drier.

4.3.5. Residents must not leave their washing unattended in the Laundry Room for extended periods.

4.3.6. 27Cluver does not accept responsibility for any damage caused to washing while using the machines or clothing that goes missing from the Laundry Room.

### **5. SAFETY AND SECURITY**

#### **5.1. SAFETY EQUIPMENT AND EMERGENCY PROCEDURES**

5.1.1. The following equipment may not be tampered with, misused or used for unlawful purposes: fire extinguishers, fire hoses, early warning systems, alarm systems, electrical safety devices, safety equipment and all access control doors.

5.1.2. Residents must take part in all emergency evacuations exercises (fire drills) organised by 27Cluver Building Management. Participation in these exercises is compulsory.

5.1.3. All passages and Common Areas must be kept clear of any obstructions (e.g. furniture, bicycles, etc.) that could hamper evacuation in the event of an emergency.

#### **5.2. FIRE, FIREWORKS AND FIREARMS**

5.2.1. Fires may only be lit in the designated area and with commercially sold firelighters/matches. No combustible liquids such as petroleum, any form of paraffin, or diesel may be used to start/maintain a fire on the 27Cluver Property.

5.2.2. Fireworks, or anything resembling fireworks, are strictly prohibited on the 27Cluver at all times.

- 5.2.3. Firearms, air or spring, propelled weapons, explosive devices or anything else resembling a firearm, are not allowed on the 27Cluver under any circumstances.

### **5.3. ACCESS CONTROL**

- 5.3.1. Vehicular and bicycle access and exit will at all times be subject to the rules and procedures set by 27Cluver from time to time and Residents must adhere to those rules and procedures.
- 5.3.2. Residents on foot are to use the pedestrian gate situated at the entrance of 27Cluver. When in operation, access is provided via biometric readers.
- 5.3.3. For security reasons, the lending and sharing of access cards are strictly prohibited.

### **5.4. RESIDENT TAGS AND BIOMETRICS**

- 5.4.1. All residents will receive a tag upon first arrival at 27Cluver
- 5.4.2. All residents must at a later date, register their biometrics at 27Cluver.

### **5.5. LOCKS AND KEYS**

- 5.5.1. Changes to and the replacement of door locks by residents is prohibited.
- 5.5.2. All rooms are to be accessible by 27Cluver Building Management and Cleaning Staff. As such, 27Cluver must at all times be placed in possession of duplicate/Master keys.
- 5.5.3. Should replacement keys be required by a resident a fee will be charged for this service.

### **5.6. SECURITY - ADT**

- 5.6.1. ADT is contracted by 27Cluver and is tasked to monitor general security at 27Cluver in accordance with the terms of its contract with 27Cluver.
- 5.6.2. Security matters will, when necessary, be resolved in conjunction with the Building Management.

## **6. VEHICLES, BICYCLES AND PARKING**

### **6.1. VEHICLES AND MOTORBIKES**

- 6.1.1. All Residents who wish to bring motor vehicles or motorbikes on to the 27Cluver must register these vehicles with 27Cluver and display a valid License.

### **6.2. PARKING**

- 6.2.1. All vehicles are to be parked in allocated parking bays only. A fee is payable for the use of the parking bay. Vehicles that are parked unlawfully (i.e. parked other vehicles in or parked in a parking bay reserved for another vehicle) will be fined by the Building Management.
- 6.2.2. Motor vehicles or motorbikes at 27Cluver may not be driven or parked in any manner that obstructs the flow of traffic.
- 6.2.3. Motorbikes or bicycles may not be parked in the passages of the building or parked against/tied to railings.



- 6.2.4. Bicycles and Motorbikes are to be parked in the area designated for them.
- 6.2.5. All vehicles are obliged to adhere to the speed limit in the 27Cluver premises of 5 kph. Speeding, reckless and inconsiderate driving (which includes the spinning of tyres, handbrake turns and unnecessarily loud music) are strictly prohibited, and offenders could face fines.

## **7. THE DISCIPLINARY CODE**

### **7.1. "QUIET TIMES"**

- 7.1.1. In terms of the Disciplinary Code for students of the University (rule 2.11) and the University's Residence Rules, the following times will serve as "quiet times" in the 27Cluver, during which no noise will be tolerated. In exceptional circumstances, the Quiet Times may be adjusted by 27Cluver and/or the Executive Committee.

Monday	00:00 – 07:00 and 23:00 – 00:00
Tuesday	00:00 – 07:00 and 23:00 – 00:00
Wednesday	00:00 – 07:00 and 23:00 – 00:00
Thursday	00:00 – 07:00 and 23:00 – 00:00
Friday	00:00 – 07:00 and 23:00 – 00:00
Saturday	00:00 – 07:00 and 23:00 – 00:00
Sunday	ALL DAY

- 7.1.2. In general, a tranquil atmosphere should be maintained during the week as well as on Sundays at 27Cluver. Noise levels must at all times be reasonable and respect other Residents.
- 7.1.3. In terms of the Disciplinary Code for students of the University (rule 2.11), the following weeks will be considered Academic"/Exam Weeks" during which special "quiet times" will apply.
  - 7.1.3.1. Two weeks before the May/June exams and two weeks before the October/November exams.
  - 7.1.3.2. The exact dates of these "Academic/Exam Weeks" as and when specified by the University of Stellenbosch.
  - 7.1.3.3. During "Academic/Exam Weeks" the "quiet times" will be all day.
 

Monday	ALL DAY
Tuesday	ALL DAY
Wednesday	ALL DAY
Thursday	ALL DAY
Friday	ALL DAY
Saturday	ALL DAY
Sunday	ALL DAY
  - 7.1.4. The application of the above mentioned "quiet times" is not affected/changed in the event of public holidays and/or long weekends.

### **7.2. SOCIALS**

- 7.2.1. For purposes hereof "Social/s" constitute any gathering of more than 10 people where music is played. Residents desiring to have social at the Braai Area are to notify the other tenants of the building and surrounding buildings, at least three days before the date of the proposed event.

- 7.2.2. If a member of the Building Management receives a complaint about the noise that is affecting a Resident or a group of Residents' ability to study, regardless of the application of the Quiet Times, the Resident responsible for the noise or the Social concerned must accommodate/adhere to the request and turn down or stop the noise.
- 7.2.3. The use of speakers/boom boxes or any other portable musical equipment is not allowed in the Shared Areas or doorways of any Unit regardless of the Social Event taking place. Music volume must be kept at a reasonable level so as not to disturb other Residents or the surrounding buildings.

### **7.3. DISCIPLINARY ACTION**

- 7.3.1. Residents and/or their guests/visitors, who do not adhere to the Disciplinary Code for students of Stellenbosch University paragraph 2 and/or do not adhere to the provisions of the Code of Conduct, are liable to face fines. Residents who have visitors or guests will be responsible for the conduct of their visitors or guests.
- 7.3.2. All other relevant provisions of the Disciplinary Code for students of Stellenbosch University as well as any disciplinary codification instituted by the University or 27Cluver apply to disciplinary actions and disciplinary hearings in 27Cluver.