



**UNIVERSITY OF
ZULULAND**

SERVICE LEVEL AGREEMENT

BETWEEN

THE UNIVERSITY OF ZULULAND

AND

.....
(Re. No.)

..... **20..**

Table of Contents

1. PARTIES.....	3
2. DEFINITIONS.....	3
3. INTERPRETATION.....	4
4. BACKGROUND.....	6
5. APPOINTMENT AS SERVICE PROVIDER.....	6
6. DURATION.....	6
7. SERVICE PROVIDER'S OBLIGATIONS.....	7
8. PRICING AND PAYMENT	9
9. HOUSE RULES.....	10
10. COMPLAINTS PROCEDURE.....	10
11. ACCESS.....	11
12. INSURANCE	11
13. WARRANTIES AND REPRESENTATIONS.....	11
14. RECIPROCAL WARRANTIES.....	12
15. INDEMNITIES	12
16. LIMITATION OF LIABILITY.....	13
17. BREACH	13
18. CANCELLATION.....	14
19. INTEREST.....	14
20. DOMICILIUM CITANDI ET EXECUTANDI	14
21. ARBITRATION	15
22. FORCE MAJEURE	17
23. WHOLE AGREEMENT, NO AMENDMENT	18
24. COSTS.....	19
25. WARRANTY BY SIGNATORIES	19
26. CO-OPERATION	19
27. SIGNATURES	20
ANNEXURE A (SERVICE LEVEL REQUIREMENTS)	20

1. PARTIES

1.1 The University of Zululand
(hereinafter referred to as "the University")

1.2
(hereinafter referred to as "the Service Provider")

2. DEFINITIONS

Unless the context indicates otherwise, the following words, terms or expressions shall have the meanings assigned to them hereunder:

2.1 "agreement" means this written agreement together with the annexures and schedules hereto;

2.2 "Arbitration" means the proceedings referred to in clause 21.

2.3 "Business Day" means any day other than a Saturday, Sunday or public holiday declared as such in the Republic of South Africa;

2.4 "Commencement Date" means 1 February 2019 notwithstanding the Signature Date;

2.5 "Common Areas" means the area commonly used by the Students including corridors, television room, bathrooms, toilets, stairways, garden, driveways, parking areas, sidewalks, reception area, entrances, exits, and the like in the Facilities;

2.6 "Effective Date" means the Commencement Date;

2.7 "Facilities" means the buildings, installations and all other appurtenances which facilitate the provision of the Services owned or/ and operated by the Service Provider and more fully described as

....., Kwa-Zulu Natal Province of South Africa.

2.8 "Minimum Threshold" means the minimum number of students that the University will enrol for residence at the Facilities for the duration of the Agreement.

2.9 "Party" means the party or parties to this Agreement, i.e. the Service Provider and the University referred to herein;

2.10 "Prime Rate" means the prime lending rate of interest (expressed as a percentage rate per annum, calculated daily and compounded monthly) from

time to time, and quoted as such by The Standard Bank of South Africa Limited;

- 2.11 "Services" means the services to be provided by the Service Provider to the University, as more fully set out in Annexure "A" of this Agreement
- 2.12 "Service Provider " means the party referred to in 1.2 above;
- 2.13 "Signature Date" means the date of signature of this Agreement by the last signing party; provided that both parties sign this Agreement;
- 2.14 "University" means the party referred to in 1.1 above;
- 2.15 "Student" means any individual duly registered as a student of the University who has been authorised to reside at the residence and use the Facilities offered by the Service Provider;
- 2.16 "Residence Life Coordinator" means a staff member duly appointed by the University as referred to in clauses 10.2 and 10.3.
- 2.17 "Residence Assistant" means a post-graduate student duly appointed by the university to provide assistance to the Residence Life Officer.
- 2.18 "VAT" means any Value Added Tax payable, at the rate prescribed from time to time in terms of the Value Added Tax Act 89 of 1991 (as amended).

3. INTERPRETATION

- 3.1 The provisions of the Consumer Protection Act No. 68 of 2008 shall apply to the University as the Consumer in terms of this Agreement.
- 3.2 Clause headings in this Agreement are for convenience only and shall not be taken into account in the interpretation hereof.
- 3.3 In this Agreement, words importing a particular gender shall be deemed to include the other genders, words importing natural persons shall be deemed to include corporate bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and vice versa.
- 3.4 The annexures and schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the annexures and schedules.
- 3.5 Any reference to an enactment is to that enactment as at the Signature Date hereof and as amended or re-enacted from time to time.

- 3.6 Where the day on or by which anything is to be done is a non-Business Day, it shall be done on or by the first Business Day thereafter.
- 3.7 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a non-Business Day, in which event the last day shall be the next succeeding Business Day.
- 3.8 A reference to a document includes an amendment or supplement to or a replacement or novation of that document.
- 3.9 If any provision in any definition set out in clause 2 or any other clause in this Agreement is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it may be set out only in clause 2 or such other clause, effect shall be given thereto as if it were a substantive provision set out in the body of this agreement.
- 3.10 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.
- 3.11 Prior drafts of this Agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the Signature Date.
- 3.12 This Agreement shall be binding and enforceable by the estates, heirs, executors, administrators, trustees, assigns or liquidators of the parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any party shall be deemed to include such party's executors, administrators, trustees, assigns or liquidators, as the case may be.
- 3.13 A reference to a party shall include a reference to that party's successors and assigns.
- 3.14 Where any term is defined within the context of any particular clause in this Agreement, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that such term has not been defined in clause 2.
- 3.15 The rule of interpretation that an agreement will be interpreted against the party responsible for the drafting thereof (i.e. contra proferentem rule), and any similar rules of interpretation shall not apply to this Agreement and the parties waive any rights they have to rely on such rules.

- 3.16 The termination or expiry of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiry or termination, or those which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 3.17 Each of the parties hereto acknowledges that it has been free to secure independent legal and/or other advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal and/or other advice or dispensed with the necessity of doing so.

4. BACKGROUND

- 4.1 The University requires accommodation facilities for housing of Students registered with the University.
- 4.2 The Service Provider owns or leases and is able to provide private off campus accommodation to Students.
- 4.3 The University is willing to appoint the Service Provider to provide the Students accommodation services on the terms and conditions contained in this agreement.

5. APPOINTMENT AS SERVICE PROVIDER

- 5.1 With effect from the Effective Date the University appoints the Service Provider as an independent contractor to provide the Services.
- 5.2 Nothing in this Agreement shall be construed as an agreement of lease between the University and the Service Provider and shall not give rise to any relationship of employer and employee, or principal and agent between the University and the Service Provider.

6. DURATION

- 6.1 This Agreement shall, notwithstanding the date of the signing hereof, be deemed to have commenced on the effective date and shall endure until the 30 November 2022 or until cancellation by either party in terms of clause 18

below, whichever occurs first. In the event that students leave their luggage in the rooms on vacating; the service provider should notify the university so that arrangements can be made for storage of that luggage. Should the university not make any alternative arrangement for the said luggage after being notified of such, the university agrees to pay rent for such luggage for the period that it will be in the room.

6.2 Upon expiry of the Agreement, and both parties having duly complied with the obligations of this Agreement, the University shall have an option to renew the Agreement for a further 30 (THIRTY) months on terms and conditions to be agreed to between the parties unless the parties agree otherwise, subject to right of either party to cancel in terms of clause 18.

6.3 It is hereby agreed that in the event the Service Provider's Facilities do not meet the requisite standard set out in the service level requirements as contained in Annexure A of this Agreement;

6.3.1 the Service Provider undertakes to upgrade their Facilities to meet the standard set out in the Service Level Agreement. Pursuant thereto the Service Provider shall prepare a detailed plan setting out how and when they intend to upgrade their facilities to bring them to the requisite standard.

6.3.2 the plan referred to herein must be submitted for approval by the University within two weeks of the date of signature. The plan must be approved or rejected by the University within one week of submission by the Service Provider;

6.3.3 the Service Provider undertakes to carry out all upgrades as agreed to with the University by Effective Date;

6.3.4 it is recorded that clauses 6.3.1 to 6.3.3 are material terms of this Agreement. Should the Service Provider fail to comply with the said clauses the University shall have the right to immediately cancel the Agreement.

7. SERVICE PROVIDER'S OBLIGATIONS

7.1 The Service Provider shall, for the duration of this Agreement;

- 7.1.1 render the Services to the University in a proper, lawful and diligent manner and in accordance with the provisions of Annexure "A". The Service Provider acknowledges that the Facilities are intended to be maintained in accordance with the University's service requirements and as such the service level requirements constitute a material requirement in achieving these objectives; failure by the Service Provider to comply with such requirements is likely to impair the reputation and standing of the University. As such, the Service Provider shall use its best endeavours to ensure that the service level requirements are complied with;
- 7.1.2 comply with all applicable statutory and regulatory conditions applicable to the rendering of the Services of this nature; and
- 7.1.3 ensure that its employees who are engaged in this Agreement are equipped with all of the necessary tools and materials to enable them to perform their duties in a proper and efficient manner.

7.2 CONDUCT

The Service Provider shall be responsible for the conduct of its employees whilst on the Facilities and shall ensure that they are properly and neatly presented at all times. The Service Provider shall also ensure that its employees do not interfere with the Students.

7.3 GENERAL OBLIGATIONS OF SERVICE PROVIDER

The Service Provider shall -

- 7.3.1 ensure that the Services comply with the requirements set out in Annexure "A" of this Agreement; keep the University fully indemnified from and against any claims or demands made by or in respect of any of its members of staff, agents and or contractors:
 - 7.3.1.1 arising out of this Agreement;
 - 7.3.1.2 in respect of any contravention by the Service Provider of the provisions of any legislation; or
 - 7.3.1.3 who by reason of the provisions of this Agreement or otherwise is suspended or dismissed by the Service Provider or is denied access to the Facilities for any reason whatsoever; exercise the utmost good faith in all

of its dealings with the University pursuant to this Agreement; ensure that the Services are provided, performed, rendered and supplied with the highest degree of skill and care in line with "best practice" norms in the services industry; and hold at all material times to this Agreement the necessary authorizations, permissions, clearances and licenses which are required in law in regard to the rendering of the Services.

8. PRICING AND PAYMENT

- 8.1 As consideration for the Services to be provided by the Service Provider, the University shall pay to the Service Provider a monthly Service Fee inclusive of vat, based on the actual number of beds occupied by students up to the maximum of the number of beds agreed with the university in terms of the capacity of the establishment, subject to clause 8.5 herein) which amount is set out in Annexure B herein.
- 8.2 The university agrees to pay a breakage deposit equal to one (1) month's rent and first month's rent in the form of a guarantee in advance, prior to the occupation of the facility. This deposit is fully refundable at the end of the contract less any breakages agreed to by both parties.
- 8.3 The Service Provider shall send an invoice to the University on or before the 5th of each month for the provision of Services to the University and the University will, subject to clause 8.5 below, pay the Service Provider on or about the 15th day of every month subject to the terms and conditions contained herein.
- 8.4 The University undertakes not to unreasonably withhold or delay payment of the Service Provider's tax invoices due in terms of this Agreement.
- 8.5 In the event that the number of students' increase or decrease during the duration of the contract, the university will pay the Service Provider in line with the agreed rate for the number of students occupied in the facility after proper verification by the Student Housing Section.
- 8.6 The University of Zululand does not Guarantee any number of students, during the three years, except that the demand for accommodation will be reviewed annually.

9. HOUSE RULES

- 9.1 The Parties acknowledge that the Service Provider should endeavour to create an environment conducive for study purposes of the Students.
- 9.2 The Service Provider agrees to provide services that comply with the University's Code of Conduct and with the Residences Rules and Regulations, which the University shall make available to the Service Provider on the Signature Date.

10. COMPLAINTS PROCEDURE

- 10.1 The Service Provider or their duly authorized representative and or the caretaker of the Facilities shall receive complaints in respect of any maintenance and or repair issues on the Facilities.
- 10.2 The University shall allocate a Student Life Coordinator who shall be accommodated at the cost of the service provider. The Residence Life Coordinator shall be responsible for handling all grievances, complaints and communications between the Students, the Service Provider and the University. There should be a unit allocated to him or her.
- 10.3 Students will report all complaints to the Student Resident Coordinator. The Student Resident Coordinator may approach the caretaker on behalf of the University to formally lodge a complaint.
- 10.4 The caretaker shall, at the Service Provider's cost, attend to any complaints received from the Student Resident Coordinator in respect of any maintenance and/ or repairs within 48 hours and may from time to time liaise with the University with regard to the carrying out of such maintenance and/ or repairs. Should the Service Provider be unable to carry out any of the maintenance and or repairs within 48 hours they shall immediately provide written notice to the University setting out reason why the repair and or maintenance was not carried out.
- 10.5 The caretaker shall report back to the Service Provider once the complaint has been attended to and the Service Provider shall notify the University in writing on what has been done to address the complaint.
- 10.6 There should be a room for a Residence Assistant at the expense of the service provider.

11. ACCESS

- 11.1 For the duration of this Agreement, the Service Provider shall not provide the services set out in this Agreement to any other person except to Students approved and allocated a room by the University on the Facilities.
- 11.2 The Service Provider undertakes to prevent any unauthorised entry into the Facilities and to minimise, and where reasonably possible, prevent the risk of theft, burglary, break-ins or vandalism and the risk of loss or damage by fire. The provision of the Services is not intended to replace the normal and prudent practice of covering such risks by way of appropriate insurance;
- 11.3 The facility should be made accessible to duly registered and allocated students during the periods of 1 February to 30 November of each contracted years.

12. INSURANCE

- 12.1 The Service Provider shall take out appropriate insurance in respect of the Facilities and in respect of the Services provided. The University may from time to time request proof that the Service Provider has taken out such insurance which proof may not be withheld by the Service Provider.

13. WARRANTIES AND REPRESENTATIONS

- 13.1 In addition to those recorded elsewhere in this Agreement, the Service Provider gives to the University all the warranties in respect of the Service Provider and the services set out in Annexure "A" hereto.
- 13.2 It is recorded that the University has entered into this Agreement relying solely on the strength of the warranties given to it by the Service Provider in terms of this Agreement, and on the basis that all such warranties are and will be correct as at the Effective Date, and thereafter, where applicable. All the warranties given in terms of this Agreement shall be deemed to be material.
- 13.3 The University shall be entitled without limitation to all the remedies available to it in law in respect of a breach of warranty, including without limitation, the right of cancellation of this Agreement.

- 13.4 Nothing contained in this Agreement shall relieve the Service Provider from the obligation to make those disclosures which the Service Provider is in law obliged to make but which are not recorded herein.
- 13.5 The warranties given by the Service Provider shall not in any way be affected by the fact that the University has conducted a due diligence investigation into the Business.

14. RECIPROCAL WARRANTIES

Without in any way limiting or derogating from any other provision of this agreement, each Party reciprocally warrants to the other of them that

- 14.1 the execution, delivery and performance of this Agreement will not contravene any law or regulation to which it is subject and all consents, approvals and resolutions requisite for the execution, delivery and performance of this Agreement have been obtained and are in full force and effect and will remain so until the full and absolute discharge of all of its obligations under this Agreement;
- 14.2 it is fully aware of and acquainted with the provisions of this Agreement and the meaning and effect of all of such provisions; and
- 14.3 each of the signatories hereto is duly authorized to conclude this Agreement on behalf of the Party for whom he appends his signature hereunder.

15. INDEMNITIES

- 15.1 Service Provider indemnifies and holds the University harmless against and from all losses, damages, claims and costs (including but not limited to costs on an attorney and own client scale), arising out of or in connection with any negligent or unlawful act or omission on the part of the Service Provider, its officers, employees, agents or sub-contractors or their employees or out of a breach of this Agreement by the Service Provider, but only to the extent that such losses, damages, claims and costs do not arise out of the negligence of the University or its employees, agents or sub-contractors.
- 15.2 The University indemnifies and holds Service Provider harmless against and from all losses, damages, claims and costs (including but not limited to costs on an attorney and own client scale) arising out of or in connection with any

negligent act or omission on the part of the University, its students, its officers, employees, agents or sub-contractors or their employees, or out of a breach of this Agreement, but only to the extent that such losses, damages, claims and costs do not arise out of the negligence of Service Provider or its employees, agents or sub-contractors.

16. LIMITATION OF LIABILITY

- 16 Notwithstanding anything to the contrary contained in this Agreement: The University shall not be liable to the other party under any circumstances for any indirect, consequential, punitive, special, or incidental loss or damages of any nature arising out of or in connection with the provision of the Services, provided that the provisions of this clause shall not preclude any claim by either party against the other party for direct damages;
- The University's liability to the Service Provider in terms of this Agreement shall be limited to the average monthly service fee paid by the University for the preceding month in respect of the Services provided to the Students in occupation of the Facilities.

17. BREACH

- 17.1 Subject to any other provisions of this Agreement providing for the remedy of any breach of any provision hereof, should either of the parties ("defaulting party") commit any material breach of any of the terms of this Agreement and
- 17.1.1 should such breach be incapable of being remedied; or
- 17.1.2 should such breach be capable of being remedied, and should the defaulting party fail to remedy such breach within 14 (fourteen) days after receipt of written notice from the other party ("aggrieved party") requiring the breach to be remedied;
- 17.1.3 then the aggrieved party shall be entitled, at its election, without prejudice to any other rights which it may have in terms of this agreement or at law, to cancel this Agreement or to claim specific performance of all of the defaulting party's obligations, whether or not due for performance, in either event without prejudice to the aggrieved party's rights to claim damages.

18. CANCELLATION

18.1 Each party may cancel this Agreement by providing the other party with a thirty (30) days' notice of cancellation of the Services in writing at the domicilium provided in clause 20 of this agreement.

19. INTEREST

19.1 Any amount owing by either party to the other in terms of this Agreement that is not paid on due date shall bear interest at the Prime Rate plus 2% per annum, **calculated** from the due date to the date on which the amount is paid in full (both days inclusive).

19.2 Interest shall not be payable if the invoice submitted by the Service Provider is disputed by the University and found to be in favour of the University.

20. DOMICILIUM CITANDI ET EXECUTANDI

20.1 The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

Name: THE UNIVERSITY OF ZULULAND
Physical Address: University of Zululand, 1 Main Street, Kwa-Dlangezwa.
3886
Postal address: Private Bag X1001, Kwa-Dlangezwa, 3886
Telefax number: 035 902 6061
Attention: Prof X.A. Mtose, Vice-Chancellor

Name:

Physical Address:

.....

Postal address:

Telefax number:

Attention:

- 20.2 Any notice or communication required or permitted to be given in terms of his agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
- 20.3 Any Party may by notice to the other Parties change the physical address chosen as its domicilium citandi et executandi to another physical address in the Republic of South Africa or its telefax number, provided that the change shall become effective on the 7th (seventh) Business Day from the deemed receipt of the notice by the addressee.
- 20.4 Any notice to a Party:
- 20.4.1 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- 20.4.2 sent by telefax to its chosen telefax number stipulated above, shall be deemed to have been received on the next Business Day after the date of successful dispatch thereof (unless the contrary is proved).
- 20.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

21. ARBITRATION

- 21.1 Save in respect of any clause which contains provisions for the determination of a dispute relative to the subject matter of that clause, if any dispute arises between the Parties in relation to any matter arising from or pertaining to this Agreement, or arising from any cancellation thereof, then such dispute shall be referred to arbitration by a single arbitrator, in accordance with the provisions of clause 22.
- 21.2 Any Party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other Party to the dispute.

- 21.3 This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.
- 21.4 The arbitration referred to in the above clause shall be held:
- 21.4.1 at Richards Bay, or such other place as the arbitrator may determine shall suit the balance of convenience; and
 - 21.4.2 in accordance with the Rules of the Arbitration Association of Southern Africa or its successor ("AFSA"), and where applicable, the provisions of the Arbitration Act.
- 21.5 The arbitrator shall, if the matter in dispute is principally:
- 21.5.1 a legal matter, be a practicing attorney or advocate of at least 10 (ten) years' standing, or a retired judge;
 - 21.5.2 an accounting matter, be a practicing Chartered Accountant of at least 10 (ten) years' standing;
 - 21.5.3 any other matter, be a suitably qualified independent expert in that field of at least 10 (ten) years' standing;
- 21.6 The Arbitrator shall be agreed upon between the parties to the dispute.
- 21.7 Should the parties fail to agree on an arbitrator within 7 (seven) days after the giving of notice in terms of clause 21.1 above, the arbitrator shall be appointed:
- 21.7.1 at the request of either Party to the dispute;
 - 21.7.2 by AFSA in the case of a matter referred to in 21.5.1; and
 - 21.7.3 in the case of a matter referred to in 21.5.2, by the South African Society of Chartered Accountants, or its successor.
- 21.8 The provisions of clause 22 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.
- 21.9 The decision of the arbitrator shall be final and binding on the parties (in the absence of patent error), shall be carried into effect, and shall be capable of being made an Order of any Court of competent jurisdiction.

21.10 The arbitrator shall have the power to give default judgment if any Party fails to make submissions on due date either in terms of the AFSA Rules, or as determined by the arbitrator, and/or fails to appear at the arbitration.

22. FORCE MAJEURE

22.1 Neither party shall be liable to the other for its failure to perform, nor for any defective performance or any delay in performing any obligation in terms of this Agreement in the event and to the extent that such failure or delay is caused by force majeure.

22.2 For the purpose of clause 22, "force majeure" shall mean any circumstance beyond the reasonable control of the party giving notice of force majeure ("the Affected party") including but not limited to strikes (whether legal or illegal) on the part of all or any employees of Service Provider or the University or their respective sub-contractors, war, terrorism, revolution, invasion, insurrection, riot, civil commotion, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, cyclone, or any other like adverse weather condition, epidemic, quarantine, pestilence, major accident, acts or restraints of government which causes the delivery of Services to cease, provided that the inability of either party to meet any obligation hereunder because of a lack of funds shall in no circumstances be treated as an event of force majeure.

22.3 The Affected party shall give notice thereof to the other immediately upon the occurrence of an event of force majeure and again immediately on the cessation thereof.

22.4 If the event of force majeure is of such a nature that it will result in the impossibility of performance of an obligation going to the root of this Agreement, the party not so affected ("the Other party") shall be entitled, on receipt of notice of the force majeure event, to terminate this Agreement upon notice to the Affected party, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

22.5 If the event of force majeure is of such a nature that it will not result in the impossibility of performance of the obligation in question, but will delay the performance thereof, then the Affected party shall, subject to clause 22.6, be

entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both parties, provided that if such force majeure situation persists for a period in excess of 30 (thirty) days, the Other party shall be entitled to terminate this Agreement, but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

- 22.6 If the Affected party is the Service Provider, then the University shall, whilst the event of force majeure persists, be entitled to perform the Services itself or procure the Services or any part thereof from any other person/s, in its sole discretion.

23. WHOLE AGREEMENT, NO AMENDMENT

- 23.1 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.
- 23.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, or other document issued or executed pursuant to or in terms of this Agreement, and no settlement of any disputes arising under this Agreement, and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, or other document issued pursuant to or in terms of this Agreement, shall be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation).
- 23.3 Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 23.4 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

23.5 To the extent permissible by law, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

24. COSTS

24.1 Each party shall be liable for all costs incurred by the other in enforcing any of its rights under this Agreement, on the attorney and own client scale {which shall include collections charges).

24.2 If any Party instructs an attorney to enforce any of its rights in terms of this Agreement, then it shall be entitled to claim and recover the legal costs incurred by ii (on the attorney and own client scale) whether or not such costs are incurred in legal proceedings.

25. WARRANTY BY SIGNATORIES

Each of the signatories hereto hereby warrants that he is duly authorized to execute this Agreement for the Party on whose behalf he appends his signature hereunder.

26. CO-OPERATION

The parties shall co-operate with each other and do all such things as may be reasonably required of them in order to facilitate the implementation of this Agreement in accordance with its terms and objectives.

27. SIGNATURES

SIGNED at on this of 20...

AS WITNESS:

1. _____ **Name:** _____ **Signature:** _____
On behalf of the University

2. _____

SIGNED at on this of 20...

AS WITNESS:

1. _____ **Name:** _____ **Signature:** _____
**Who warrants that he is duly authorised to sign on
behalf of the Service Provider**

2. _____

ANNEXURE A

SERVICE LEVEL REQUIREMENTS

1. GENERAL

- 1.1 The facilities and services offered by the Service Provider must be of the highest quality available within the agreed pricing range.
- 1.2 The facility must provide a safe, secure comfortable living environment where the students can focus on their studies.
- 1.3 The Service Provider must ensure that any statutory, licensing, insurance and other relevant regulations required for the performance of the Services are fully complied with at all times;
- 1.4 Service Provider must ensure that:
 - 1.4.1 they exercise the utmost care and skill in all aspects of the provision of the Services;
 - 1.4.2 they exercise the utmost good faith in all of its dealings with the University pursuant to this Agreement;
 - 1.4.3 the Services are provided, performed, rendered and supplied with the highest degree of skill and care in line with "best practice" norms in the services industry;
 - 1.4.4 they hold at all times material to this Agreement the necessary authorisations, permissions, clearances and licenses which are required in law in regard to the rendering of the Services.
- 1.5 the Service Provider warrants that:
 - 1.5.1 they do not know nor have any relations to any person/s who are employed and or contracted to the University in any capacity whatsoever.
 - 1.5.2 in the event that they know any person related to them by blood or otherwise who is employed or in the service of the University, such relationship has been declared to the University.

- 1.6 Should it transpire that the Service Provider has failed to declare as envisaged herein the University reserves its right to cancel this Agreement and hold the Service Provider liable for any damages suffered by the University.
- 1.7 The facility must in all respects comply to the standards and norms as outlined in The Policy on the minimum norms and standards for student housing at the public Universities, No. NO. R. 897. Annexure B

2 ROOMS

- 2.1 The Service Provider must provide Single rooms, and double rooms, up to the maximum agreed with the university from time to time.
- 2.2 The sizes of each room must be the following: -
 - 2.1 Double rooms - 14 square meters
 - 2.2 Single rooms - 8 square meters

3. ROOM FURNISHINGS

- 3.1 All rooms must be supplied with the following: -
 - 3.1.1 Bed/s,
 - 3.1.2 Mattress;
 - 3.1.3 Chair;
 - 3.1.4 Study desk;
 - 3.1.5 Lockable cupboard of a size to be agreed to between the University and the Service Provider;
 - 3.1.6 Brooms;
 - 3.1.7 Plug-points;
 - 3.1.8 Overhead light;

3.1.9 She-bins in all female toilets;

3.1.10 Rubbish bins

3.1.11 Toilet brush

3.1.12 Sanitary bins

3.2 Service Provider must ensure that: -

3.2.1 they provide students with an inventory list selling out all the furnishings and appliances provided in each room at the time of occupation;

3.2.2 all students must sign the inventory list and submit it to the Service Provider within seven days of taking occupation;

3.2.3 the service Provider or their duly authorised representative and the student who occupies the specific room must conduct an inventory inspection before the student vacates the room. The Service Provider must once again ensure that the student sign the inventory list before they vacate their room; University to notify the Service Provider in writing 7 days prior to student vacating;

3.2.4 the inventory list must be available to the University upon request; and

3.2.5 in the event the Service Provider fail to submit a duly signed inventory list for each student in occupation the University will not be liable for any damage and or loss to the furniture and appliances suffered by the Service Provider, regardless of the cause thereof.

3.2.6 The service provider will be responsible for the distribution and collection of keys from students.

4. ABLUTION FACILITIES

4.1 All residence must have hot showers on demand and flushing toilette Facilities in the acceptable ratio throughout the facility.

4.2 There should be an efficient disposal mechanism of sanitary bins.

5. MUNICIPAL SERVICES

The Service Provider must: -

- 5.1 ensure that the facilities are supplied with full Services of quality water, sewerage, electricity from Eskom and refuse removal;
- 5.2 ensure that they have waste disposal Services and that waste is collected
- 5.3 on a regular basis and that there is no unsightly accumulation of waste on
- 5.4 the premises. In addition to the above, the Service Provider must ensure that Common Areas are free of any waste and litter and must provide, where necessary, waste disposal bins for the disposal of waste by students.

6. RECREATION

- 6.1 A recreation centre and lounge must be provided on the premises with limited DSTV, flat screen TV"s and a pool table (optional).

7. SECURITY AND SAFETY

- 7.1 The Service Provider shall ensure that the right of access and entrance is limited and access controlled with 24hr security. All entrances to the Facilities will be monitored and controlled, and limited to students and their signed-in guests. A student list is to be provided to the Service Provider in advance of occupation.
- 7.2 A fence of suitable height, must surround the perimeter of the premises and there should be a biometric system at the gate.
- 7.3 No cooking or ironing will be permitted in the bedrooms.
- 7.4 For the avoidance of doubt the Service Provider shall be responsible for the security and safety of the students at his own expense. There should be five trained and accredited guards per shift at any given point.
- 7.5 No alcohol will be permitted in the residence.

8. INSURANCE

The Service Provider must ensure that they carry appropriate public liability insurance to protect its interest and those of the University in respect any risk, regardless of the cause thereof.

9. LAUNDRY OR WASHING BASINS

The facility must have sufficient hand washing basins and drying lines. Ironing room must also be made available to students.

10. MAINTENANCE

10.1 The Service Provider shall maintain the building Facilities, window panels, roofs, central air conditioning plants, lifts or escalators (if any), fixtures or fittings which the Service Provider has in or has installed in the Facilities.

10.2 In the event of the premises being served by means of an air-conditioning plant controlled by the Service Provider, the Service Provider may from time to time determine reasonable rules in respect of the switching on and off of the air-conditioning plant.

10.3 The Service Provider shall care for and maintain the Facilities and interior of the premises and any fittings therein in good order and repair during the period of the agreement.

10.4 Should the Service Provider fail to repair, replace or maintain the premises as set out in clause 17.1, 17.2 and 17.3 above, the University shall be entitled to effect such repairs and deduct the cost of such repairs from any amount that might be due to the Service Provider in terms of this agreement.

11. CLEANING

11.1 The Service Provider must ensure that all Common Areas are kept clean and tidy;

11.2 in the event the Service Provider does not have sufficient staff to clean all Common Areas the Service Provider must procure the services of an independent cleaning contractor who will provide the Services on behalf of the Service Provider. Any independent cleaning contractor appointed by the Service Provider must be approved by the University. Each block should have a dedicated cleaner throughout the week.

11.3 The Service Provider and any person appointed by them to carry out the cleaning of the Facilities must ensure that they keep a daily cleaning schedule which is in accordance with the Universities cleaning requirements and standards. The University shall make these cleaning requirements and standards available to the Service Provider on the Signature Date.

11.4 The Service Provider warrants that they have read the University cleaning standards and have fully acquainted themselves with the terms thereof.

11.5 The University shall have the right to inspect the Facilities to ensure they are in compliance with the University cleaning standards.

11.6 The service provider is not responsible for the cleaning of room.

12. COOKING AREA

The service provider will provide sufficient space and equipment for the students to be able to prepare and store their own meals. This area should provide sufficient:

- Microwave Ovens
- Refrigerators
- Cupboards for food storage

13. STUDY AREA

The service provider will provide a quiet study area that is conducive for students to study away from their rooms.

14. The service provider shall provide Wi-Fi-network for students.