



# TERMS AND CONDITIONS 2021

**PLEASE INITIAL EACH PAGE AND SIGN THE LAST PAGE**

1 Kloof Nek Road  
Cape Town  
8001

Telephone: 021 - 423 8136  
Fax: 021 - 423 8137  
E-mail: [info@villamariact.co.za](mailto:info@villamariact.co.za)

(NPO Number 036-765-NPO, PBO Number 930004217, VAT Number 483 011 07 32)

1. **PERIOD OF RESIDENCE**

The period of residence is 10 months of the academic year from 1 February to 30 November. This period may be extended by mutual agreement at a rate of R240.00 per day.

2. **FEES**

2.1 The room fee for the 10 month period and based on room size will be as follows:

Standard Room

Registration Fee (Payable with Application)	R 200.00
Residence Fee for a Standard Room	R 77440.00
Refundable Room & Access Disc Deposit	<u>R 600.00</u>
	<u>R 78240.00</u>

Large Room

Registration Fee (Payable on Application)	R 200.00
Residence Fee for a Large Room	R 82280.00
Refundable Room and Access Disc Deposit	<u>R 600.00</u>
	<u>R 83080.00</u>

Extra Large Room

Registration Fee (Payable on Application)	R 200.00
Residence Fee for an Extra Large Room	R 87120.00
Refundable Room and Access Disc Deposit	<u>R 600.00</u>
	<u>R 87920.00</u>

2.2 Fees must be paid into the following account:

Standard Bank  
Adderley Street  
Branch Code: 020909  
Account Number: 071 573 933

2.3 Fees must be paid for the whole year even if a student leaves before the end of the year.

**2.4 A non-refundable deposit of 10% of the Annual Fees is to be paid on confirmation of acceptance. Should the Accommodation be cancelled and we are able to fill the vacancy, an administration fee of R1500.00 will be charged and the balance refunded.**

2.5 The Refundable Room & Access Disc Deposit is payable on handover of the keys and will be refunded to the parents after the room has been checked on the day of departure.

2.6 The total annual fee will be payable as follows:

<b>Fees</b>	<b>Standard room</b>	<b>Large room</b>	<b>Extra Large Room</b>
Application fee	200	200	200
10% Non-Refundable deposit to secure Room	7744	8228	8712
50% On or before 25 January or before arrival whichever is the sooner	38720	41140	43560
30% Before 1 May	23232	24684	26136
10% before 1 August	7744	8228	8712
Room and access deposit before arrival	600	600	600
<b>Total Payable</b>	<b>78240</b>	<b>83080</b>	<b>87920</b>

2.8 Non-South African residents and SA Citizens domiciled outside South Africa are required to pay the full year's fees in advance.

2.9 All bank charges must be covered by the applicant.

2.10 No discounts or refunds will be granted should the student be absent for any length of time or choose to vacate before the term of the contract expires.

2.11 Students will not be admitted to the residence until proof of payment has been provided.

### 3. MEALS

	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Mon – Fri</b>	07h15 – 07h45		17h30
<b>Saturday</b>	07h45 – 08h15	12h00	17h30
<b>Sunday</b>	08h30 – 09h00	12h00	17h30
<b>Public Holidays</b>	08h45 – 09h15	12h00	17h30

3.1 The provision of late evening meals is a concession made to accommodate those who are working late and is subject to amendment or regulation by the Manager and her consultants should circumstances require it.

- 3.2 Residents are asked to provide their own containers, clearly marked with their name, for their sandwiches and should they request a late supper. Crockery and cutlery are for use in the dining room only. They are therefore not to be removed. Special diets can unfortunately not be catered for. Vegetarians are catered for on request.
- 3.3 Residents are not permitted to cook meals in their bedrooms. There are microwaves provided on each floor for the use of the students.

#### 4. HOUSE RULES

Villa Maria aims to create a homely and family-like atmosphere where all can experience joy and friendship. To achieve this, consideration for one another is necessary. The following rules are meant to help us achieve this goal and we appeal for your co-operation in this regard.

The following is required from the Residents:

- 4.1 On departure from the residence, rooms are to be vacated by 10.00 am and the keys returned to the Manager.
- 4.2 Leave a forwarding address to enable us to forward all mail. Mail will be forwarded for three months after departure. Unfortunately any articles left behind will be disposed of.
- 4.3 When taking occupation of a room, report within 24 hours anything that is not in working condition or is broken. Residents will be held responsible for any damage that is not reported.
- 4.4 Report all breakages immediately. If through negligence any furniture, fittings or painted walls are damaged/broken or keys lost, Residents will be required to pay for the repair or replacement thereof.
- 4.5 On account of the strong south-easterly wind, fasten the windows securely and not leave windows open when going out. Residents will be held accountable for any windows broken through their own negligence.
- 4.6 All furniture, fittings and equipment should be treated with due care. Pin boards are supplied for pictures and posters. Drawing pins, glue, adhesive, Prestik etc, must not be used for fixing anything to the walls.
- 4.7 Obtain permission from the Manager before any furniture is moved from room to room.
- 4.8 Provide own bedding and towels.
- 4.9 Visitors' names are to be signed in the visitors' book. In the event of a fire it is necessary to know who is in the residence. Male visitors may only be received in the Reception area. Only female visitors are allowed access to the bedrooms. Visitors must vacate the residence by no later than 8pm on Sunday – Thursday and 10pm on Friday and Saturday.
- 4.10 For security reasons, keep keys in Manager's office during the holidays.

- 4.11 Let the Manager know immediately when ill.
- 4.12 In the interests of basic fire-prevention, do not leave any electrical appliance on while out of the room or sleeping.
- 4.13 Play radios, CDS, TVS and musical instruments in their rooms only. These should not be audible in the corridors - keep them toned down appropriately. Failure to do so could result in confiscation for the period of residence.
- 4.14 The house should be reasonably quiet after 22h30. Please ensure that no-one is disturbed after this time, whether it is through loud talking and laughter, or bathing/showering or banging of doors.
- 4.15 For their safety, residents are required to indicate on the board provided whether they are on the premises or not. If away for the night or weekend, an address and telephone number should be left so that the Resident can be contacted in case of an emergency. Students are requested to sign in and out, with the security guard on duty over weekend, regardless whether they will be out for a short while or for the evening.
- 4.16 Washing may only be done and hung up in the area allocated - not in bedrooms or bathrooms. After bathing/showering, towels are to be hung on the hooks provided and not on the wooden furniture.
- 4.17 Keep their rooms tidy. It is expected that rooms be properly cleaned by the Resident at least once a week. Please let us know should cleaning materials be required.
- 4.18 Ensure that the bath/shower is cleaned after use.
- 4.19 Smoking is not permitted in the house. In consideration of your own health and that of others, please keep the atmosphere of the house fresh and pleasant. Neither the burning of incense nor of candles is allowed.
- 4.20 Alcohol and drugs are not allowed on the premises (this includes the garden).
- 4.21 You are required to dress decently at all times when in public areas of the residence, this includes the dining room and when walking from your bedroom to the bathroom. Pyjamas, sleep wear, curlers and revealing clothing are not permitted in the public areas. You will not be allowed to enter the dining room bare foot.
- 4.22 Villa Maria Management may inspect the resident's bedroom at any time and will notify the Resident of the inspection prior to entry by Management. Rooms will be inspected a minimum of once a semester.

## 5 GENERAL INFORMATION

- 5.1 The residence is accessible 24/7 from 1 February – 30<sup>th</sup> November.
- 5.2 Villa Maria has 24/7 CCTV protection. The building has an alarm with strategically placed panic buttons. Access to police, fire and other emergency services is therefore provided. Onus is placed on the individual to utilize this in the correct

way. Any liabilities arising from the misuse of this will be the sole responsibility of the Resident concerned.

- 5.3 Unfortunately we are unable to accommodate pets.
- 5.4 Boiling water is available on each floor, as well as a fridge in which the residents can keep smaller items refrigerated. Please ensure that all items are clearly labelled and that your food is removed before it spoils. A microwave is also available on each floor.
- 5.5 A washing machine is available for personal laundry. Tokens are obtainable for R20 per load. Facilities for hand washing and ironing are also provided. Residents use their own iron. The laundry is open every day of the week.
- 5.6 The Manager shall in an emergency act in loco parentis, with authority to decide on all medical matters affecting the well-being of the resident during her stay at Villa Maria.
- 5.7 Villa Maria Female Student Accommodation is run by the Schoenstatt Sisters of Mary and is subject to their authority at all times and in all instances.

## **6 PERSONAL PROPERTY**

- 6.1 No responsibility is accepted by Villa Maria for injury, loss, damage or theft of any personal articles.
- 6.2 Villa Maria cannot be held responsible for alternate accommodation in the event of the premises becoming untenable for whatever reason.

## **7 LEGAL ACTION**

- 7.1 If attorneys are instructed to recover any amounts due, the Resident/Parent/Guardian will be liable for all costs and collection charges.
- 7.2 The Resident's/legal parent/guardian's signature confirms, she/they formally consent to the jurisdiction of the Cape Town Magistrates Court in the event of any dispute arising or in relation to any claim against the Resident under this contract.
- 7.3 Any written notices sent to either of the Resident's stated addresses by prepaid post or handed to the Resident, shall be deemed to have been received by the resident on the second business day after posting or on the day of handing to the Resident, as the case may be.
- 7.4 No amendment or consensual cancellation of the contract shall be of any effect or validity unless recorded in writing and signed by the Manager, Villa Maria, and the Resident/legal parent/guardian.
- 7.5 Villa Maria is not bound by warranties, representations, promises, terms or conditions not stipulated herein.

7.6 No indulgences or latitude by or failure of Villa Maria to enforce any of the terms of this contract shall affect its rights or stop it from enforcing them thereafter. The Rules and Regulations of Villa Maria, written or spoken, shall apply at all times.

**8 RIGHT OF TERMINATION:**

The Manager has the right to terminate without notice the board and lodging of any student who fails to abide by the terms agreed upon by signing the contract, a copy of which the applicant has been given and which forms part of the agreement. There will be no refund of boarding fees for the period already paid.

**I CONFIRM THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS DOCUMENT AND AGREE TO ABIDE BY THEM.**

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
WITNESSES

\_\_\_\_\_  
APPLICANT

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
WITNESSES

\_\_\_\_\_  
PARENT/GUARDIAN