

# CONDUCT RULES

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THESE CONDUCT RULES, KNOWN AS THE "BROOKLYN HOUSE CONDUCT RULES" ARE PUBLISHED BY BROOKLYN HOUSE IN ACCORDANCE WITH THE PROVISIONS OF THE ACCOMMODATION SERVICES AGREEMENT ENTERED INTO BETWEEN LYNWOOD MILE PROPRIETARY LIMITED (TRADING AS BROOKLYN HOUSE) AND RESIDENTS IN CONNECTION WITH THE STUDENT RESIDENCE KNOWN AS BROOKLYN HOUSE.

## 1) Definitions

In these Conduct Rules capitalized terms shall have the meanings given to them in the Accommodation Service Agreement entered into between Brooklyn House and Residents, save to the extent specifically defined below -

- a) **Agreement** - the Accommodation Services Agreement entered into between each Resident and Brooklyn House;
- b) **Brooklyn House Assets** - the equipment, installations, fixtures and fittings provided by Brooklyn House the Rooms;
- c) **Brooklyn House Website** - the website at <https://brooklyn-house.co.za>;
- d) **Building** - the building known as Brooklyn House;
- e) **Common Areas** - all shared facilities and areas of the Premises which are available for use by all Residents of the building generally, including (without limitation) study areas, laundry areas, guardhouses, entrances, exits, roads, yard areas and gardens, passages, parking areas, sidewalks, driveways, loading docks, ramps, interior stairways, exterior stairways, non-exclusive use toilets and kitchens, and any other amenities provided by Brooklyn House for the general use of all Residents, guests and visitors,
- f) **Conduct Rules** - these conduct rules;
- g) **Parking Bay** means the parking bay indicated in the Schedule;
- h) **Premises** - the property on which the Building is constructed and the surrounding areas forming part of the Brooklyn House premises;
- i) **Residents** - students occupying Rooms in the Building in terms of an Agreement;
- j) **Residents Portal** - the portal accessible by Residents via the Brooklyn House Website using a unique username and password which will be provided to each Resident;
- k) **Rooms** - the rooms occupied by Residents in the Building; and
- l) **Severe Breaches** - breaches of these Conduct Rules which are described as zero tolerance rules.

## 2) General Conduct Rules

- a) Residents are not allowed to make any noise between 22:00 PM and 08:00 AM.
- b) Residents may never make excessive noise or cause undue disturbance to other Residents.
- c) During exam times Brooklyn House will change the times above during which Residents may not make any noise.
- d) Residents shall be responsible for and will control and manage their visitors to avoid any nuisance or disturbance to other Residents and the surrounding neighbourhood.
- e) Residents may not smoke at any of the communal areas, lounges, hallways, corridors, stairwells, Rooms, balconies, or courtyard areas and may smoke only in designated smoking areas (to the extent available).
- f) Residents must ensure that their visitors always comply with the Conduct Rules.
- g) Residents take full responsibility for their visitors and their behaviour and shall never leave their visitors unaccompanied on the Premises.
- h) Visitors are not allowed to stay overnight at any Room without the prior written consent of Brooklyn House.
- i) Residents shall not leave any refuse in the hallways, the Building or on the Premises at any time, including waste, cigarette buds, leftovers, and bottles.

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- j) All refuse will be disposed of at the designated refuse disposal areas.
- k) Residents may invite friends and family to join them in cafeteria and other common areas, provided that Residents shall remain responsible for their visitors and their conduct.
- l) Where the Room is located in a unit which houses multiple residents (i.e. Two-bed, Three-bed, or Four-bed unit), The Resident and the other residents of that particular unit will share the aforesaid charges equally amongst them.
- m) Residents shall not hang laundry from their windows or any other place that is visible from the outside.
- n) Residents must use the washing and drying machines responsibly and in accordance with their using manuals or instructions.
- o) Residents shall not leave clothes in the machines.
- p) Residents must immediately report any defects or misuse of the machines to the Brooklyn House team.
- q) Residents may not park bicycles at any common areas, in any Room or inside the Building, except in designated bicycle storage areas.
- r) When using any bicycle storage area Residents must always lock the gate to the storage area and comply with all instructions of Brooklyn House in respect thereof.
- s) Residents shall not bring onto, store, keep or use within the Room, Common Areas or Premises any of the following:
  - i) Animals or pets of any description;
  - ii) Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater, cookers, candles or other naked flame devices or consumables;
  - iii) Weapons or imitation weapons of any form;
  - iv) Install any wireless or television pole, aerial, satellite dish or apparatus on the Building.
- t) Residents shall not act or fail to act in a way which will or may result in any policy of insurance in respect of the Buildings become void or voidable or whereby the premium or excess therefore and therein may be increased.
- u) Residents shall not run any business from his/her Room, Building or Premises.
- v) Residents shall not use the emergency equipment, fire extinguishers, smoke detectors or fire hoses for any other purpose than in the case of an emergency.
- w) Residents shall not misuse a fire alarm activation or, in any way, intentionally activate a fire alarm.
- x) If the emergency equipment is used for any other purpose, the Resident responsible will be liable for the full replacement cost and any call-out fees incurred by Brooklyn House.
- y) Residents shall not place any sign, notice, billboard, or advertisement of any kind on any part of the Common Areas, Premises or on the Building.
- z) Before leaving the Building or Premises, Residents must ensure that safety gates are closed.
- aa) Residents shall not give access to the Premises to any unknown person at any time.
- bb) When using the Brooklyn House Website, the Brooklyn House Facebook Page, the Residents Portal, any WhatsApp groups created by Brooklyn House, the Residents shall not use rude or vulgar language, hate speech, harassment, post disturbing or illegal photos, express aggressive behaviour toward fellow students or Brooklyn House team members, and repetitive or continuous posts, including complaints that have already been responded to by Brooklyn House. If someone persists in offensive behaviour or continually violates any of the Conduct Rules, Brooklyn House may block that person from further participation.

### 3) Maintenance

- a) Each Resident may decorate his/her Room, but shall not cause any damage in doing so and shall, when vacating the Room, leave the Rooms to the condition in which it was received, fair wear and tear excepted.
- b) Should Brooklyn House have to incur any costs in reinstating the Room and fixing damages caused by the Resident, Brooklyn House will claim this from the Resident and/or deduct it from the Resident's Deposit.
- c) Each Resident shall at all times (at their own cost) -
  - i) Keep his/her Room clean and tidy;
  - ii) Ensure that the Room is kept secure from intrusion by unauthorized persons;
  - iii) Wash any dirty pots, pans and cutlery only in the kitchen sinks provided;
  - iv) not drill, nail, or affix by any other means, items used to hang any items on the walls;
  - v) Notify the Brooklyn House team immediately of all repairs or maintenance requirements;
  - vi) Keep his/her Room free from pests.
- d) No Resident shall -
  - i) allow anyone else to stay in his/her Room.
  - ii) sublet, or assign the whole or any part of, his/her Room or any of his/her rights under the Agreement, nor share occupation of his/her Room with anyone else.
  - iii) alter or damage the Room or Brooklyn House Assets.
  - iv) remove any Brooklyn House Assets from his/her Room.
  - v) attempt to carry out any repairs or maintenance work to any part of his/her Room, the Building or Premises.
  - vi) tamper with or adjust safety controls to any windows or doors, such as to override the safety mechanism.
  - vii) use his/her Room, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal, or immoral.
  - viii) bring any furniture into his/her Room without the prior written consent of a Brooklyn House team member.

### 4) Common Areas and Facilities

- a) Residents shall at all times -
  - i) Keep the Common Areas in a clean, tidy and hygienic condition.
  - ii) Ensure that the Building and Premises are kept secure from intrusion of unauthorized persons (including shutting of windows and doors when you leave).
  - iii) Clean the braai and surrounding area after use.
  - iv) Notify the Brooklyn House team immediately of any repairs or maintenance required in respect of Common Areas.
- b) Residents shall not -
  - i) alter, damage, litter or obstruct the use of the Common Areas, the Building, or the Premises.
  - ii) damage or mark or change the decorative finish of the Common Areas.
  - iii) remove any items provided in the Common Areas.
  - iv) attempt to carry out any repairs or maintenance work to any part of the Premises, Building or Common Areas.
  - v) tamper with or adjust safety controls to any windows or doors, such as to override the safety mechanism.
  - vi) use any Common Areas or any part of the Building or Premises, nor allow anyone else to do so, for any activity which is dangerous, offensive, noisome, illegal, or immoral.

## 5) Parking

- a) Residents must park in their own parking bays and may not use the parking bays of other Residents.
- b) Brooklyn House may clamp vehicles parked on the common property or in the wrong parking and charge a fee to remove the clamp.
- c) Residents will ensure that their vehicles do not spill oil or brake fluid. The cleaning thereof will be of the Resident's own account.
- d) **RESIDENTS PARK ON THE PREMISES AT OUR OWN RISK AND WILL NOT HOLD BROOKLYN HOUSE LIABLE FOR ANY LOSS OR DAMAGE TO ANY VEHICLES ON THE PREMISES.**

## 6) Zero Tolerance Rules

- a) Residents shall not -
  - i) cause any harm, damage or distress to fellow residents, either verbally, physically or to their property.
  - ii) use, threaten, harass, or commit any violence against any other resident, visitor, or Brooklyn House staff member.
  - iii) damage, misuse, or tamper with any of the furniture or equipment that Brooklyn House provides.
  - iv) vandalize any Brooklyn House property, on the Premises or in any Room or common areas.
  - v) steal or commit any other criminal offence.
  - vi) commit any form of harassment on the grounds of race, religion, sex, or disability.
- b) Residents must strictly comply with all relevant legislation, and other legal requirements applicable in South Africa.
- c) Residents are strictly prohibited from selling, manufacturing, or distributing drugs on the Premises and may not be in possession of any drugs, narcotics or other prohibited substances of which the sale and distribution is illegal in South Africa.
- d) Should anyone be found guilty or caught in violation of these requirements, they will be required to vacate their Rooms and the Premises with immediate effect.

## 7) Non-compliance and Penalties

- a) Residents may report any non-compliance by any Resident with the Conduct Rules to their Brooklyn House team using the Residents Portal or at reception.
- b) Brooklyn House will impose the following fines for any non-compliance with the Conduct Rules -
  - i) 1st transgression: R500 fine.
  - ii) 2nd transgression: R1,000 fine.
  - iii) 3rd transgression: R1,500 fine.
  - iv) 4th transgression: Brooklyn House will cancel the Agreement in accordance with the terms of the Agreement.
- c) Brooklyn House will charge the fine to the student's monthly account.
- d) Brooklyn House will notify the Resident's parent/guarantor of the transgression.
- e) For Severe Breaches or other breaches of these Conduct Rules which Brooklyn House reasonably considers to be equally serious as a Severe Breach, Brooklyn House will cancel the Agreement in accordance with the provisions of the Agreement which deal with Severe Breaches and/or take such other legal steps as Brooklyn House deems appropriate in the circumstances.