

STANDARD TERMS AND CONDITIONS: STUDENT ACCOMMODATION

1 INTRODUCTION

These standard terms and conditions regulate the relationship between the National Student Financial Aid Scheme and students concerning the provision of student accommodation and must be read together with the terms and conditions applicable to any bursary granted to the student by the Scheme.

2 DEFINITIONS

In this standard terms and conditions, the following expressions and words have the meaning assigned to them below –

- 2.1 "**Institution of Higher Learning**" means the public university, public college, designated public college or designated higher education institution at which the student is registered for study;
- 2.2 "**NSFAS**" means the National Student Financial Aid Scheme, established in terms of section 3(1) of the National Student Financial Aid Scheme Act 56 of 1999;
- 2.3 "**PAP**" means a Private Accommodation Provider;
- 2.4 "**Student**" means a person who has concluded a bursary agreement with NSFAS, whose application for student accommodation has been approved, and who is registered to study at an Institution of Higher Learning; and
- 2.5 "**Student Accommodation Portal**" is the electronic platform established by NSFAS to facilitate the accreditation and grading of proposed accommodation, as well as the assignment of accommodation to eligible students, and the facilitation of queries concerning accredited premises. The term has the same meaning as "the Portal".

3 STUDENT'S OBLIGATIONS

- 3.1 The student must create an online account, or register, on the Student Accommodation Portal, for purposes of selecting or being assigned accommodation.
- 3.2 Once the student has registered on the Portal, they must regularly monitor the status of their selection or assignment on the Portal.
- 3.3 Once the student has selected or has been assigned accommodation, the student must conclude the Standardised Lease Agreement generated automatically on the Portal. The parties to the Standardised Lease Agreement are the student and the PAP.
- 3.4 The student must, in addition to complying with the terms of the Standardised Lease Agreement, adhere to the rules prescribed by the PAP.
- 3.5 The student must send queries concerning the provision of accommodation on the Portal and view the status of their queries on the Portal.
- 3.6 The student must annually submit on the Portal an evaluation of the accommodation at which they were resident for the preceding year.
- 3.7 The student must inform NSFAS immediately if:
 - 3.7.1 the Institution of Higher Learning refuses to register or admit the student, or expels or suspends the student;
 - 3.7.2 the student receives any other financial assistance in connection with the qualification the student is pursuing;
 - 3.7.3 the student changes course of study during the bursary funding period;
 - 3.7.4 the student, for any reason, relocates from the PAP's accredited accommodation;

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- 3.7.5 the Standardised Lease Agreement concluded with the PAP is cancelled or terminated; or
 - 3.7.6 there is any change in the information recorded by the student in the application for financial aid, and if there is any change on the student's need for accommodation.
- 3.8 The student must, as and when required by NSFAS to do so, provide the following information to NSFAS in writing:
- 3.8.1 the student's physical residential address;
 - 3.8.2 the student's current telephone number and e-mail address, if applicable;
 - 3.8.3 whether the student is still studying; if so, the Institution of Higher Learning at which the student is still studying, and the qualification the student is pursuing;
 - 3.8.4 whether the student is employed or unemployed;
 - 3.8.5 if the student is employed, the name, address, telephone number of the employer, and the total gross monthly remuneration which the student receives from that employer;
 - 3.8.6 any other information reasonably required by NSFAS.
- 3.9 If the student seeks to relocate from the allocated accommodation, the student must first lodge a request for relocation on the Portal, which request shall be determined by NSFAS.
- 3.10 In support of their request for relocation, the student must set out the grounds, under oath, on which the request is made and must upload the relevant and necessary documents in support of the request.

4 NSFAS'S OBLIGATIONS

- 4.1 NSFAS must assess the student's application for student accommodation in conjunction with the application for financial aid.

- 4.2 NSFAS must endeavour to assign accommodation to the student after considering the student's application and circumstances.
- 4.3 NSFAS must regularly monitor queries submitted by students concerning accommodation on the Portal.
- 4.4 NSFAS must consider the evaluation ratings submitted annually by students on the Portal, for purposes of grading a PAP's accommodation.
- 4.5 Once a Standardised Lease Agreement has been generated for the student NSFAS must confirm that the student and the PAP have signed the Standardised Lease Agreement.
- 4.6 Following such confirmation, NSFAS will disburse rental instalments due in line with the Standardised Lease Agreement directly to the PAP.

5 ACCESS TO PREMISES FOR INSPECTION

The student consents to granting NSFAS, any of its appointed agents or employees, unrestricted access to the assigned accommodation for purposes of inspection, whether such inspection is announced or not.

6 TERMINATION

- 6.1 NSFAS's obligation in terms of clause 4.6 ceases if the bursary agreement concluded between the student and NSFAS is terminated.
- 6.2 In addition, NSFAS's obligation in terms of clause 4.6 will terminate if NSFAS determines that the student –
 - 6.2.1 supplied fraudulent documentation in their application for accommodation;
 - 6.2.2 engaged in conduct aimed at defrauding the Scheme;
 - 6.2.3 improperly influenced a decision of the Scheme, or attempted to do so;
 - 6.2.4 colluded with NSFAS officials, beneficiaries or the PAP; or

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6.2.5 engaged in any conduct considered by NSFAS to be unconscionable.