

## General Terms and Conditions of Lease (RENTAL REGULATIONS)

### § 1

#### GENERAL TERMS

1. These General Terms and Conditions of Lease (hereinafter known as "GTCL") shall determine the principles of reservation, conclusion, termination, modification and implementation of Apartments Lease in the Zeitraum Student Housing in Cracow, the general rules of operation of the Student House, and the rights and obligations of the Parties to the Lease Agreement.
2. Below GTCL are an integral part of the Lease relationship formed upon conclusion of the Agreement.
3. The Lease Agreement is concluded between the Tenant and Zeitraum. The Tenant of the Student House can be a student or working professional between 15 and 35 years of age.
4. Terms used herein shall have the following meaning:
  - a. **Zeitraum or Landlord** — Zeitraum Limited liability company with its registered office in Warsaw at 35 Wspólna st., flat 9 (00-519 Warsaw), entered into the Register of Entrepreneurs by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under National Court Register number 0000813737,
  - b. **Tenant** — person using an Apartment under the Lease Agreement, parent or legal guardian of a person designated to use an Apartment under the Lease Agreement,
  - c. **Student** — student registered at least part of their first- or second-cycle degree programme or long-cycle programme at a Polish university, including foreigners and foreign students, or a postgraduate student, including foreigners and foreign postgraduate students or Erasmus student,
  - d. **Student House** — multilevel building located on a property in Cracow at 33 Koszykarska st. and owned by Zeitraum,
  - e. **Apartment** — specified in the Agreement room(s) rented to a specific Tenant or to no more than three Tenants in shared Apartments,
  - f. **Common Areas** — parts of the Student House made available for use by all Tenants (not for the exclusive use of a Tenant/Tenants of a specific Apartment), including, in particular, shared kitchens, areas for recreation and quiet study, lobby with a reception desk, corridors and stairways,
  - g. **Reception Desk** — reception desk of the Zeitraum Student Housing,
  - h. **Website** — website available at <https://students.zeitraum.re/> operated by Zeitraum,
  - i. **Parties** — Zeitraum and Tenant,
  - j. **Agreement** — rental contract concluded between Zeitraum and the Tenant, with important provisions concerning Lease,
  - k. **Lease** — Lease of Apartments in the Student House as defined in the Agreement and these GTCL, commencing conditionally upon conclusion of the Agreement,
  - l. **Rent** — a fixed monthly fee depending on the type of room, including payment for water, heating, electricity, Internet,
  - m. **Deposit** — a fixed sum of money depending on the type of rented room the purpose of which is to secure claims in case of default or negligent performance of the contract. The deposit can be used to cover losses arising from the performance of the contract.

## **§ 2**

### **CONCLUSION OF THE AGREEMENT**

1. In order to confirm the reservation, the contract may be concluded remotely, however, under pain of nullity, the contract must later be concluded in the presence of both Parties in the Student House.
2. If the Student using an Apartment is a minor or a person with limited capacity to perform acts in law, the Apartment can be leased only to their parent or legal guardian. In such cases, the Student entitled to use the Apartment is specified in the Agreement.
3. A minor is obliged to deliver to Zeitraum the original Agreement signed by a parent or legal guardian before moving into the Apartment.
4. A minor who has limited legal capacity may extend the rental Agreement for another period in the form of an Annex without the legal guardian or parent signature. Such annex has full legal force.
5. Potential Tenant shall select the type of Apartment (single, double or triple).
6. In response, the potential Tenant receives a reservation form as a way to provide the data necessary to conclude the Agreement. Potential Tenants have the opportunity to read the contents of GTCL.
7. The Agreement is concluded on the condition that a Tenant pays a required amount of deposit and administrative fee within 3 business days from the date of reservation. As soon as the condition is fulfilled, Zeitraum acquires full legal validity.
8. The period of 3 business days can be individually extended at the request of the potential Tenant. The period is extended by Zeitraum in a document form (via e-mail sent to an address provided by the potential Tenant).
9. If the conditions specified above are not met, the reservation is cancelled and the potential Tenant is notified via e-mail. This does not affect the possibility of making a reservation again by this person, provided that other requirements of the GTCL are met, in particular as long as there are still free Apartments or places in the Apartments in the Student House.
10. The conclusion of the Rental Agreement must also be made in person. Then the Rental Agreement is concluded in the presence of both parties - at the Reception Desk, while collecting all required data and submitting the necessary declarations, or in individually agreed cases, in another place and in another way, with the express consent of Zeitraum.

## **§ 3**

### **APARTMENTS AND COMMON AREAS**

1. There are single, double and triple Apartments in the Student House.
2. Under a Lease Agreement of a single Apartment, the Tenant has an exclusive and independent right to use the entire Apartment, including the facilities and equipment installed therein. Under a Lease Agreement of a double or triple Apartment, the Tenant has the right to use the part of the Apartment intended for that Tenant, while the right to use the Apartment, the facilities and equipment installed therein and intended for common use is shared with the other Tenant(s) occupying the Apartment.
3. Under the Lease Agreement, the Tenant has the right to:

- a. use the Apartment on terms and conditions as defined in the Agreement and the GTCL,
  - b. use the facilities in the Apartment on terms and conditions as defined in the Agreement and the GTCL,
  - c. have visitors between 8 a.m. and 10 p.m. from Monday till Thursday and between 8 a.m. and 11 p.m. from Friday till Sunday, provided that it does not prejudice the possibility to use the Apartment by its other Tenants freely and without disturbance, and the possibility to use other Apartments and Common Areas by other Tenants and their guests, and that the other Tenants of the Apartment do not expressly object,
  - d. in exceptional cases, one change (during the entire contract) of a place in the room, only upon Zeitraum consent, as well as on the condition that Zeitraum has free places available.
  - e. use cleaning on demand of the Apartment interior option for a fee (150 PLN in case of single Apartments and 100 PLN in case of shared Apartments).
4. The Tenant has the right to use Common Areas and the facilities located therein (however the use of laundry room is subject to a fee), as well as balconies regarded as Common Areas and accessible from the corridors.
5. The Apartment shall be used for residential purposes only. The Tenant shall not sublet the Apartment in part or in full or otherwise make it accessible to any third parties.

#### **§ 4**

#### **RESPONSIBILITIES OF THE TENANT**

1. The Tenant shall:
- a. comply with the provisions of the Agreement and the GTCL,
  - b. comply with the Regulations of the Zeitraum Student Housing, and the rules of occupancy, including in particular those set out herein, especially make no noise that could disturb neighbours at night; the fine for disturbing quiet hours is 150 PLN,
  - c. not disturb other Tenants at the Student House or their guests by using the Apartment and Common Areas with respect for their rights and their freedom to use their Apartments as well as Common Areas,
  - d. pay rent by due date as indicated in the GTCL, in a manner defined in the Agreement,
  - e. keep the Apartment and Common Areas clean and tidy (the fine for not keeping common places clean is 150 PLN), in good working order and in compliance with health and hygiene rules, care about their facilities, aiming for no more than normal wear and tear, in particular care about stairways, staircases, corridors, equipment in common rooms (such as game room, billiard room, gym) and kitchens and protect them from damage or devastation,
  - f. update their personal details provided in the Agreement whenever they change (including providing assigned PESEL number), in an e-mail notification to Zeitraum or in person in the reception,
  - g. compensate Zeitraum for the damage to the Apartment or Common Areas, including the equipment or elements of the facilities, caused by the Tenant or persons for whom they are responsible (including guests); any damage resulting to the Apartment during the term of Lease shall be regarded as caused by the Tenant. In such cases, relevant damages shall be compensated on the basis of an invoice or other billing document issued by a party that repaired the damage or an estimate of costs drawn up by Zeitraum,

- h. make rooms and common parts of segments accessible for monthly technical inspection of electrical equipment and installations, fire protection installations and plumbing system,
  - i. clean and hand over the Apartment in the same condition as the Tenant received it at the beginning of the Lease. In the event of returning not cleaned Apartment, Zeitraum will impose an additional cleaning fee of 250 PLN on Tenant.
2. It is forbidden to:
- a. make any modifications to the Apartment, even if they do not alter its substance, without the express approval of Zeitraum, including construction changes, such as conversions or repairs, or changes to the use of the Apartment or Common Areas,
  - b. modify or alter the substance of the Apartment or equipment found therein, including making self-made repairs, in particular to walls, floors, hard floorings, carpets or wall claddings, doors and windows, furniture, domestic appliances, water and sanitary fittings, radiators, etc.,
  - c. paint walls, floors, hard floorings, doors or windows,
  - d. drill in walls, hammer in any elements or disturb them in any other way,
  - e. paint, wrap or otherwise interfere with the appearance or operation of domestic appliances, water and sanitary fittings, radiators, etc.,
  - f. cover, unscrew, or interfere with the work of detectors of the fire protection system. A fine of 300 PLN will be imposed for breaking this rule.
  - g. hang any paintings, posters, etc., both in the Apartment and in the Building by using tapes, adhesives, nails, plasticine, tacks, etc. (announcements and posters can be put up in a designated place with the express permission of Zeitraum),
  - h. use electrical or electronic equipment that consumes an amount of electricity above the normal level for students houses (Bitcoin excavators, etc.), including equipment typically designed for business operations, e.g. manufacturing, production or similar activities,
  - i. throw any objects out of the windows of the Student House,
  - j. use any other Apartment than the one that is specified in the Agreement, including situations when other Apartments in the segment remain without tenants,
  - k. use free beds for own purposes in the Apartment which is inhabited by the Tenant; the fine for making accessible the empty bed to third parties or using the beds for one's own purposes is 250 PLN,
  - l. use mattresses and bedding sets without pads and bed linen; significant damages and unfitness for use by subsequent tenants will result in a fine being imposed to cover the costs of washing and possible replacement with new ones.

## **§ 5**

### **RULES OF OCCUPANCY**

1. Quiet hours apply in the Student House from 10 p.m. to 6 a.m.
2. In segments, it is allowed to have a maximum 3 guests in one room in the case of a triple room or 2 guests in the case of a double room. In a situation where the number of guests is higher than the regulations allow, residents are obliged to use common areas such as kitchen, game room, etc.

3. Student groups or organizations are allowed to operate in Common Areas by prior arrangement with the Landlord.
4. In Student House it is prohibited to:
  - a. conduct any business activity in the Apartment, including production, sales, manufacturing, catering or any other professional or similar activities,
  - b. keep animals on the premises,
  - c. keep unaccompanied children under the age of 14 on the premises,
  - d. consume alcohol in common areas,
  - e. consume, keep, manufacture or use illicit substances,
  - f. store substances which are poisonous, stinky, flammable, toxic or otherwise hazardous to human life or health or cause nuisance to the environment in the Student House,
  - g. smoke cigarettes, e-cigarettes, IQOS, or use tobacco heaters or similar devices (bongo, hookah, pipe); a fine up to 500 PLN will be imposed for smoking in Student House; a fine of 1000 PLN will be imposed for smoking in rooms, covering the total cost of refreshing the Apartment from the smell and sediment caused by smoking,
  - h. burning candles and incenses,
  - i. use devices which may damage the Apartment or the Student House, or cause danger or nuisance to Tenants or their guests, e.g. use domestic appliances away from designated places, or cook, heat or store stinky or stale items,
  - j. hang posters or announcements apart from designated places.

Penalties will be imposed for non-compliance with the above rules.

5. In the situation of a fire alarm in the Student House, the perpetrator will be charged with the cost of arrival of the fire brigade in accordance with the invoice received by Zeitraum. If the guilty person does not confess, the cost of arrival will be shared between the residents of the room or segment.
6. Any behaviour or omission that may disturb other Tenants' peace, study or rest, in particular leading to the emission of noise above the norm, is unacceptable.
7. Any acts or omissions that violate public order or good morals are also prohibited.

## § 6

### RIGHTS AND OBLIGATIONS OF ZEITRAUM

1. Under the Lease Agreement, Zeitraum shall:
  - a. ensure the possibility of using (or sharing) the Apartment and Common Areas by the Tenant,
  - b. clean and maintain Common Areas, as well as clean shared bathrooms in segments (provided that Zeitraum will not clean single Apartments and double Apartment with private bathroom),
  - c. make any repairs to the Student House, including the Apartments, as well as items that the Tenant is prohibited from modifying or repairing,
  - d. ensure water supply to and from the Apartment, sewage disposal, heat and power supply and Internet access; however, Zeitraum shall not be held liable for any

interruptions in the supply of these services caused by or resulting from downtimes or faults on the part of providers.

2. Zeitraum has the right to:
  - a. collect the rent in accordance with § 7 below,
  - b. collect any claims from the Deposit in accordance with § 7 below,
  - c. entrust Zeitraum employees or third parties with the performance of Zeitraum's rights and obligations under the Lease Agreement,
  - d. appoint, among Zeitraum staff or third parties, Manager authorized to act for Zeitraum in certain activities,
  - e. install video surveillance equipment in Common Areas, at the Reception Desk and at the entrance to the Student House,
  - f. transfer the Tenant to another room, when it results from the lack of occupancy in the room; if the Tenant lives in a two-person or three-person apartment for more than 1 month, Zeitraum will inform the Tenant via e-mail about the need to change the room,
  - g. enter the Apartment:
    - i. immediately in an emergency, including in particular in the event of a risk of damage, flooding, destruction or fire, or in the event of a reasonable suspicion that the Apartment is occupied by a person in need of help or that illegal activities are being carried out within or that applicable laws are being violated,
    - ii. in order to carry out necessary repairs or maintenance work, or technical or other inspections, including those affecting the technical condition of the building and its use, resulting from applicable laws; Zeitraum will notify the Tenant about planned maintenance work, or technical or other inspections,
    - iii. in order to check the cleanliness of the apartment and the correct use of apartment appliances,
    - iv. in case of suspicion that there is a third party on the premises of the Apartment, who is not a resident of the Student House.
  - h. check the cleanliness of the apartments and common areas including refrigerators and imposing penalties in accordance with §4 section 1e.

## § 7

### RENT AND OTHER FEES; SECURITY DEPOSIT

1. The Tenant shall pay the Rent in accordance with the Lease Agreement. The Tenant shall also pay a one-time payment of Administrative Fee.
2. The Rent shall be paid in amount defined in the Agreement, for each month of Lease.
3. The administrative fee is paid once at the conclusion of the first Agreement in the amount of 295 PLN.
4. Zeitraum accepts payment of the Rent:
  - a. by payment in advance to the account for a given month, by bank transfer to the Zeitraum account number **PL 91 1140 2062 0000 3244 0600 1005** in the case of payments in PLN or to the account number **PL 64 1140 2062 0000 3244 0600 1006** in the case of payments in EUR, by the 10th day of each month, with the payment date being the day of crediting Zeitraum account with the appropriate Rent amount,

- b. using the payment terminal available at the reception (payment by this method will only be possible during administration working hours) by the 10th day of each month.
- 5. When choosing payment by bank transfer, the Tenant is obliged to include his name and surname in the title of the transfer, as well as the month for which the payment is made.
- 6. The amount of the Deposit equals the sum of the Rent for one month.
- 7. If the Rental Agreement is established during the month or if the Rental Agreement expires before the end of the month, the Tenant will be charged using a daily rate. The rental period results directly from the Agreement and is independent of the date when the Tenant actually moves in or moves out of the Apartment. Agreements concluded till 30<sup>th</sup> July, 30<sup>th</sup> August or 29<sup>th</sup> September are the exception that enable Zeitraum preparing place/room for next Tenant.
- 8. The Deposit shall be paid in an appropriate amount within the time limit set forth in § 2 above.
- 9. The Deposit may be used to satisfy any claims of Zeitraum against the Tenant, in particular for delays in the payment of Rent and claims for compensation for any damage to Zeitraum's property or damage to the property of third parties, which Zeitraum is obliged to repair. This includes covering the costs of keycard replacement in the event of their loss (the penalty for a lost entry card is 60 PLN).
- 10. Zeitraum does not return the deposit to the Tenant in the event of resale of the place in the Student House to a third party.
- 11. In accordance with the Lease Agreement, Zeitraum does not return the amount of Rent paid in advance.

## **§ 8**

### **AMENDMENTS TO THE AGREEMENT OR THE GTCL**

- 1. Zeitraum may change the provisions of the GTCL by informing the Tenant about the changes via e-mail.
- 2. Any amendments to the GTCL shall become effective 14 days from the date of notification.
- 3. In the event of amendment of the GTCL, the Tenant has the right to terminate the Agreement with one month's notice.
- 4. In the event of termination of the Lease Agreement by the Tenant in accordance with § 8 section 3 or if a change to the GTCL enters into force during the notice period, the GTCL in the previous version shall apply to such Tenant until the termination of the Lease Agreement, except when the change results from top-down regulations or a valid decision of the court.
- 5. In the event of a price change of the services made by suppliers, Zeitraum is entitled to change the amount of the Rent in a manner that reflects the change in the prices of the relevant Services on the basis of a unilateral notification delivered to the Tenant.
- 6. The Rent change is valid from the calendar month following the month in which the Tenant was notified in accordance with § 8 section 5.
- 7. Zeitraum is entitled to change the amount of the Rent this way at most once every two months of the Lease period.
- 8. In the event of a significant increase in the Rent (more than 10%), the Tenant has the right to terminate the Lease Agreement with one month's notice.
- 9. Zeitraum also has the right to increase the Rent by the inflation rate announced by the Polish Central Statistical Office for the previous calendar year always on January 1 of a given calendar year. The basis for increasing the Rent will always be the Rent in force on January 1 of a given calendar year. The Rent increase will take place after the publication of the inflation rate by



the Polish Central Statistical Office, through an unilateral notification to the Tenant sent by e-mail by Zeitraum, and this increase will always apply from the month following the month in which the Tenant received notification from Zeitraum in accordance with the GTCL.

10. Any changes made by mutual consent of both Parties (tenancy period, subject of the Agreement etc.) will be introduced in the signed Annex to the Agreement.

## **§ 9**

### **DURATION OF THE AGREEMENT, TERMINATION OF THE RENTAL AGREEMENT**

1. The Lease Agreement is made for a definite term as specified in the Agreement.
2. The Agreement is generally concluded for the following fixed periods:
  - a. from September 1 of a given year to June 30 of the following year,
  - b. from October 1 of a given year to July 30 of the following year,
  - c. for other periods in individually agreed cases.
3. The Landlord may terminate the Lease without notice in the event of:
  - a. delay in the payment of the rent for one full payment period,
  - b. the Tenant damaging or making unfit for use the Apartment or the Student House, including the devices or equipment contained therein, or poses a threat to the safety of other Tenants or Students or to the public safety,
  - c. gross or continuing violations of the provisions of the Agreement or the GTCL by the Tenant, in particular the rules of occupancy, and if any breach of the rules of social conduct and good neighbourly relations renders it impossible or difficult to use the other Apartments or Common Areas,
  - d. subletting or otherwise renting out the Apartment or any part thereof to third parties,
  - e. the Tenant receiving guests contrary to the provisions of the GTCL.
4. The Tenant may terminate the Lease without notice period only in the event of gross or continuing violations of the provisions of the Agreement by the Landlord or the GTCL specified in §6 section 1.
5. The Tenant may also terminate the Lease without notice period before the beginning of the Lease specified in the Agreement (prior to the check-in to the Apartment). If the notice is given more than 30 days before the beginning of the Lease term, the Tenant is entitled to a refund of the entire amount of the paid deposit. If the notice is given less than 30 days before the beginning of the Lease term, the amount of the deposit will not be returned. The administration fee is non-refundable, regardless of the date of notice.
6. In the event of an immediate termination of the contract by the Landlord, resulting from the provisions of §9 section 3, the deposit will not be returned.
7. Terminations shall be submitted in writing, by means of a declaration sent to the e-mail address of the other Party.
8. If the Tenant fails to fulfil the Lease term, the deposit will not be returned.

## **§ 10**

### **EXPIRY OF RENTAL**

1. After the expiry of the Lease Agreement, the Tenant is obliged to hand over the Apartment to Zeitraum free from any objects, persons, as well as other encumbrances, return the Apartment equipment, keycard and keys immediately, no later than 11:00 a.m. on the last day of the Agreement.



2. Delivery of the Apartment to Zeitraum shall be documented in a handover protocol. The final acceptance of the Zeitraum Apartment will take place after signing the handover protocol in the presence of the Zeitraum administration employee from Monday to Friday between 8 a.m. and 5 p.m. Tenant's refusal to sign the protocol shall result in the possibility to deliver it unilaterally by Zeitraum.
3. At the end of the Lease Agreement, Zeitraum charges final cleaning fee of 150 PLN to each Tenant. This fee is payable by card at the reception or can be deducted from the Deposit.
4. In the event of a delay in fulfilling the obligation as specified in § 10 section 1, the Tenant will pay Zeitraum a contractual penalty in the amount of twice the daily rate for each day of delay plus the amount of 300 PLN for each day of delay, which does not prejudice the possibility of compensation for damage exceeding the amount of the contractual penalty on general principles. Zeitraum has the right to satisfy the claim for payment of the contractual penalty and compensation from the Deposit.
5. The deposit, after any possible deductions, will be returned to the Tenant to the indicated bank account within 10 business days of receiving the transfer details by the Landlord, but not earlier than 14 days from the expiry date of the Agreement. The bank account details should be provided by the Tenant electronically to the e-mail address provided by the Landlord.
6. All commissions costs and fees related to the return of the deposit shall be covered by the Tenant.
7. If the Tenant leaves any items in the Apartment after the expiry of the Agreement, Zeitraum is entitled to take such items, remove them from the Apartment and store them in a place of Zeitraum's choosing - at the Tenant's expense and risk, of which the Tenant will be notified via e-mail. After one month, Zeitraum reserves the right to dispose of the items left behind.
8. If the Tenant does not check-in to the Student House within the time specified in the Agreement or does not contact the Student House administration, the Agreement terminates automatically after 5 business days from the check-in date. It is possible to change that date in individual cases at the Tenant's request. The extension is made by Zeitraum in writing (email sent to the address provided during reservation process).
9. In the event of termination of the Agreement, including on the basis specified in § 9 section 7, or in the event of withdrawal from the contract in accordance with applicable regulations, if the Tenant has made any payments towards the Agreement, they shall not be refunded.
10. The Lease Agreement is still binding any person who has ceased to be a student or learner in accordance with §1 section 4 during the Lease term.

## **§ 11**

### **FINAL PROVISIONS**

1. Amendments to the Agreement other than amendments to the GTCL must be agreed by both Parties and made in writing under pain of being null and void.
2. The Lease terms are subject to the provisions of Polish law, in particular the provisions of the Civil Code shall apply to the General Terms and Conditions of Lease and the Agreement.
3. The court competent to hear cases related to the Agreement shall be a common court having jurisdiction over the location of the Student House.
4. If the Agreement is drawn up in two language versions, the Polish version shall prevail and have priority in interpretation.