

# General Terms and Conditions of Lease (RENTAL REGULATIONS)

## § 1 GENERAL

1. These General Terms and Conditions of Lease (hereinafter “**GTCL**”) shall determine the principles of reservation, conclusion, termination, modification and implementation of Lease of Apartments in the Zeitraum Student House in Kraków, the general rules of operation of the Student House, and the rights and obligations of the Parties to the Lease Agreement.
2. These 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 person, who study or work, from the age of 15 up to 35.
4. Terms used herein shall have the following meaning:
  - 1) **Zeitraum** or **Landlord** — Zeitraum Limited liability company with its registered office in Warsaw at. Długa 44/50 (00-241 Warsaw), entered in the Register of Entrepreneurs by the District Court for the capital city of Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under National Court Register number 0000813737,
  - 2) **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,
  - 3) **Student** — student registered even on 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,
  - 4) **Student House** — multi-storey building erected on a plot located in Kraków, at ul. Koszykarska 33 and owned by Zeitraum,
  - 5) **Apartment** — specific room(s) rented to a specific Tenant or to no more than three Tenants in shared Apartments,
  - 6) **Common Areas** — parts of the Building or Real Property 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, common areas for recreation and quiet study, yard, lobby with a reception desk, corridors and stairways,
  - 7) **Reception Desk** — reception desk of the Student House
  - 8) **Website** — website available at <https://students.zeitraum.re/> operated by Zeitraum,
  - 9) **Parties** — Zeitraum and Tenant,
  - 10) **Agreement** — rental agreement concluded between Zeitraum and the Tenant, with important provisions concerning Lease,
  - 11) **Lease** — Lease of Apartments in the Student House as defined in the Agreement and these GTCL, commencing conditionally upon conclusion of the Agreement.
  - 12) **Rent** - a fixed monthly fee depending on the type of room, including payment for water, heating, electricity, Internet,
  - 13) **Deposit** - a fixed sum of money depending on the type of room and having or not having Polish citizenship, 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. The Agreement can be concluded as follows: as a distance agreement as well as in the simultaneous presence of both Parties at the Reception Desk.
2. If the Student to use 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 identified in the Agreement.

3. A minor is obliged to deliver to Zeitraum an 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 tenancy Agreement for another period in the form of an annex without the need to be signed by a legal guardian or parent. The annex has full legal force.
5. A distance Agreement is concluded through the Website using the relevant application (hereinafter "**Application**").
6. To use the Application, the user must set up an account. To set up an account, the user needs to enter a personal username, set a password, and provide some personal and contact details, including an e-mail address. If the Agreement is concluded, the account will be used for communication between Zeitraum and the user and — when the conditions for the effectiveness of the Agreement are satisfied — the Tenant.
7. When the account is created, the user can access the Application. Then, the user is guided through the process of providing information relevant for the Lease and determining important provisions of the Agreement by means of forms and prompts.
8. The user shall select the type of Apartment (single, double or triple). A vacant Apartment which satisfies the characteristics indicated by the user is selected automatically.
9. When the process of providing information relevant for the Lease and determining important provisions of the Agreement is completed in the Application, the Agreement will be generated automatically in the Application. Then it can be verified by the user and amended if necessary.
10. Throughout the procedure in the Application, the user can review the GTCL, save the GTCL file on any device used or print it out.
11. The Agreement is made under a condition precedent that the Tenant pay a Security Deposit in the amount due as well as the administrative fee, all within 3 days from the conclusion of the Agreement. As soon as the condition is fulfilled, the Agreement becomes fully effective.
12. The period of 3 days referred to above can be individually extended at the request of the user. The period is extended by Zeitraum in a document form (as understood under Article 77<sup>2</sup> of the Polish Civil Code, by e-mail sent to an address provided during registration in the Application or other address indicated by the user).
13. If the conditions mentioned above are not fulfilled, the Agreement shall terminate automatically and the termination shall be notified to the user by e-mail and a message sent to the user's account in the Website. It does not prejudice the user's possibility to conclude an Agreement again, provided that other requirements of these GTCL are satisfied, in particular if there are vacant Apartments or beds in an Apartment in the Student House.
14. The Lease Agreement can also be concluded in person. The Lease Agreement is generally made in the presence of both parties at the Reception Desk after collecting all required data and mandatory declarations or, in individually agreed cases, at another place and using other methods with the express approval of Zeitraum.
15. The Agreement is concluded under the condition precedent that the Tenant pays a Security Deposit and the administrative fee within 3 days from the conclusion of the Agreement. As soon as the condition is fulfilled, the Agreement becomes fully effective. The first month of the rent should be paid before the start of the contract.

### **§ 3**

#### **APARTMENTS AND COMMON AREAS**

1. There are single, double and triple Apartments in the Student House.
2. Under a Lease Agreement for 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 for a double or triple Apartment, the Tenant has the right to use the part of

the Apartment intended for that Tenant, and the right to use the Apartment and 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:
  - 1) use the Apartment on terms and conditions as defined in the Agreement and the GTCL,
  - 2) use the facilities in the Apartment on terms and conditions as defined in the Agreement and the GTCL,
  - 3) have visitors between 8 AM and 10 PM 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.
  - 4) in exceptional cases, one change (during the entire contract) place in the room, only with the consent of the building administration, as well as on the condition that Zeitraum has free places available.
4. The Tenant has the right to use Common Areas and the facilities located therein (however use of some facilities is subject to a fee), as well as balconies regarded as Common Areas and accessible from the corridor.
5. The Apartment shall be used for residential purposes only. The Tenant shall not sublet the Apartment in part or in full or otherwise provide it to any third parties.

#### **§ 4 RESPONSIBILITIES OF THE TENANT**

1. The Tenant shall:
  - 1) comply with the provisions of the Agreement and the GTCL,
  - 2) comply with the Rules of the Student House, if such are drawn up, and the rules of occupancy, including in particular those set out herein, especially make no noise that could disturb neighbors at night, the fine for disturbing quiet hours is 150 PLN,
  - 3) 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 and Common Areas,
  - 4) pay rent within the time limit as indicated in the GTCL, in a manner defined in the Agreement,
  - 5) keep the Apartment and Common Areas clean and tidy (the fine for not keeping common places clean is 100 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, utility rooms and kitchens and protect them from damage or devastation,
  - 6) update their personal details provided in the Agreement or the registration card whenever they change, in a notification e-mailed to Zeitraum or in person in the reception
  - 7) 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 intentionally. In such a case, 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.

- 8) provide rooms and common parts of segments for monthly technical inspection of electrical equipment and installations, fire protection installations and plumbing system.
  - 9) clean and hand over the Apartment in the same condition as the Tenant received it at the beginning of the lease. If the Tenant does not clean the apartment, Zeitraum will charge the Tenant with an additional cost of 150 PLN.
2. It is forbidden in particular to:
- 1) 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,
  - 2) 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.,
  - 3) paint walls, floors, hard floorings, doors or windows, drill in walls, hammer in any elements or disturb them in any other way,
  - 4) paint, wrap or otherwise interfere with the appearance or operation of domestic appliances, water and sanitary fittings, radiators, etc.,
  - 5) cover, unscrew, or interfere with the work of detectors of the fire protection system. In the event of breaking this prohibition, there will be imposed a fine of PLN 250.
  - 6) 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),
  - 7) use electrical or electronic equipment that consumes an amount of electricity above the normal level for students' halls (Bitcoin excavators, etc.), including equipment typically designed for business operations, e.g. manufacturing, production or similar activities,
  - 8) throw any objects out of the windows in the Apartment or the Building,
  - 9) use any other Apartment than the one that is covered by the Agreement, also when other Apartments in the segment remain without tenants,
  - 10) use free beds for own purposes, in the Apartment, which is inhabited by the Tenant, the fine for sharing the empty bed to third parties or using the beds for one's own purposes is PLN 150
  - 11) use mattresses and bed liners without pads and bedding. Significant damages or making them unsuitable to be used by subsequent tenants will result in imposing a fine on the Tenant to cover washing costs and to replace them for a new equipment.

## **§ 5 RULES OF OCCUPANCY**

1. It is forbidden to make any noise that could disturb the neighbors from 10:00 PM until 06:00 AM.
2. In segments, it is allowed to have a maximum 3 guests in one room in the case of a 3-person room or 2 guests in the case of a 2-person 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, lounge, game room, etc.
3. Student groups or organizations are allowed to operate in Common Areas by prior arrangement with the Landlord.
4. It is prohibited to:
  - 1) conduct any business activity in the Apartment, including production, sales, manufacturing, catering or any other professional or similar activities,
  - 2) keep animals, or unaccompanied children under the age of 14 on the premises,
  - 3) bring and consume alcohol within the building,

- 4) consume, keep, manufacture or use unauthorized substances in the Student House
- 5) 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
- 6) smoke cigarettes, e-cigarettes, IQOS, or use tobacco heaters or similar devices at the Student Hall (bongo, hookah, pipe). For smoking in Zeitraum, there will be imposed a fine of PLN 500. For smoking in the room, there will be imposed a fine of 1 000 PLN, covering the total cost of refreshing the Apartment with the smell and sediment caused by smoking.
- 7) burning candles and incenses,
- 8) 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 in the Student House
- 9) hang posters or announcements away from designated places in the Student House

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

5. In the situation of a fire alarm in the Dormitory, the perpetrator will be charged for 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 acts or omissions that may disturb the peace (residence, study or recreation) of other Tenants are not allowed, in particular those that may result in noise emissions above the normal level.
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:
  - 1) ensure the possibility of using/sharing the Apartment and Common Areas by the Tenant,
  - 2) clean and maintain Common Areas,
  - 3) make any repairs to the Student House, including the Apartments, also to items whose modification or repair is prohibited for the Tenant,
  - 4) ensure water supply and sewage disposal to and from the Apartment, 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:
  - 1) collect the rent in accordance with § 7 below,
  - 2) collect and recover any claims against the Security Deposit in accordance with § 7 below,
  - 3) entrust Zeitraum staff or third parties with the performance of Zeitraum's rights and obligations under the Lease Agreement,
  - 4) appoint, from among Zeitraum staff or third parties, an Administrator authorized to act for Zeitraum in certain activities,
  - 5) install video surveillance equipment in Common Areas, at the Reception Desk and at the entrance to the Student House
  - 6) transfer the Tenant to another room,
  - 7) transfer the Tenant to another room, when this fact results from the lack of occupancy in the room. If the Tenant lives in a two-person or three-person apartment for more than 3 months from the beginning of the contract, Zeitraum will inform the Tenant by e-mail

- about the need to change the room.
- 8) enter the Apartment:
    - a) 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,
    - b) 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, as resulting from applicable laws, however, in order to exercise this right, Zeitraum shall notify the Tenant of the date of repair, maintenance work or inspection and may exercise the right to enter the Apartment only in the event of Tenant's absence in the Apartment on the specified date.
    - c) In order to check the cleanliness of the apartment and the correct use of items in the apartment.
    - d) In case of suspicion that there is a third person on the premises of the Apartment, who is not a resident of the Dormitory.
  - 9) Checking the cleanliness of the apartments and common areas including refrigerators and imposing penalties in accordance with §4 item 1. Paragraph 5).

## **§ 7**

### **RENT AND OTHER FEES; SECURITY DEPOSIT**

1. The Tenant shall pay the Rent and the Fixed Fee under the Lease Agreement. The Tenant shall also pay a one-time Administrative Fee upon conclusion of the Agreement.
2. The Rent and the Fixed Fee shall be paid in amounts as 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 and the Fixed Fee:
  - 1) by authorizing Zeitraum to make a monthly payment transaction by direct debit card,
  - 2) by direct debit, both of which will be settled in advance, on the 8th of each month for a current month, by transfer to the Zeitraum account numbered PL 91114020620000324406001005 in the case of payment in PLN, or to the account PL 64114020620000324406001006 in the case of payments in EUR by the 8th of each month, with the deadline for payment of the rent, with the date of payment being the date on which the Zeitraum account is credited with the respective amount of Rent
5. The method of payment of the Rent and the Fixed Fee is indicated by the Tenant when concluding the Agreement. The Tenant shall make a relevant statement by checking an appropriate box under the 'Select payment method' header in the Application or by checking an appropriate statement in a written agreement.
6. If the Tenant selects payment by authorizing Zeitraum to make a monthly payment transaction, the Tenant checks the following statement: "I choose a monthly payment" and thereby authorizes the execution of a monthly payment transaction, i.e. payment of the Rent and the Fixed Fee.
7. If the Tenant selects payment by bank transfer, the Tenant agrees to include their full name and month of the rent in each transfer description field.
8. The amount of the Security Deposit equals the sum of the Rent and the Fixed Fee for one month.
9. If the Tenant is a person permanently residing abroad, the amount of the Security Deposit is increased by an additional amount equal to the sum of the Rent and the Fixed Fee for one month on account of the higher cost of enforcing any potential receivables.
10. Fees for partial months of the Lease, in particular if the Lease Agreement is made mid-month or expires before the end of the next full month, shall be prorated based on the duration of Lease

in a given month in relation to the number of days in that month. The rental period results directly from the Agreement and is independent of the date of actual moving in or moving out of the Tenant from the Apartment.

11. The Security Deposit shall be paid in an appropriate amount within the time limit set forth in § 2 above.
12. The Security Deposit can be used to satisfy any claims of Zeitraum against the Tenant, in particular for delays in the payment of the Rent (and the Fixed Fee or claims for compensation of any damage to Zeitraum's assets or damage to third party assets, which Zeitraum is obliged, inter alia covering the cost of new key, keyrings and entrance cards if they are lost (the penalty for the lost card- 30 PLN).
13. Zeitraum does not return to the Tenant the deposit in the event of resale by the Tenant the place in the dormitory to a third party
14. In the event of any delay in the payment of the Rent or the Fixed Payment, Zeitraum shall e-mail a reminder to the Tenant, 2 days after the due date. If no payment is received by the end of the 3<sup>rd</sup> day after the due date, Zeitraum shall be entitled to settle its claims from the Security Deposit, which shall be notified to the Tenant by e-mail. In such a case, the Tenant shall supplement the Security Deposit within 7 days from the date of receipt of the notice.
15. In accordance with the Lease Agreement, Zeitraum does not return the amount of Rent and the fixed Fee which are paid in advance.

## **§ 8**

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

1. The GTCL can be amended by Zeitraum by displaying the relevant information in the Student House and notifying the Tenant of any amendments by e-mail.
2. Any amendments to the GTCL shall become effective 14 days from the date of announcement.
3. In the event of amendment of the GTCL, the Tenant has the right to terminate the Lease with one month's notice.
4. If the Tenant terminates the Lease Agreement in accordance with item 3 above or if an amendment to the GTCL becomes effective during the Tenant's notice period, the previous version of the GTCL shall be binding on the Tenant until the termination of the Lease Agreement unless the amendment results from a change to relevant regulations, a court decision creating or altering rights or a decision of administrative authorities.

## **§ 9**

### **TERM AND TERMINATION OF RENTAL**

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:
  - 1) from 1 September of a given year to 30 June of the following year,
  - 2) from 1 October of a given year to 31 July of the following year, or
  - 3) for different periods in cases agreed on a case to case basis.
3. The Landlord may terminate the Lease without notice in the event of:
  - 1) delay in the payment of rent for one full payment period,
  - 2) failure to supplement the Security Deposit within the time limit set forth in the GTCL,
  - 3) the Tenant damaging or making useless the Apartment or the Student House, including any equipment or elements of the facilities located therein, or creating a threat to the safety of other Tenants or Students or to the public safety.
  - 4) 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,

- 5) subletting or otherwise renting out the Apartment or any part thereof to third parties,
  - 6) Tenant receiving guests against the provisions of the GTCL.
4. The Tenant may terminate the Lease without notice 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 the notice period, before the beginning of the Lease specified in the Agreement (prior to the check-in in the Apartment). If the notification is submitted within 30 days prior to beginning of the Lease term, the Tenant has the right to receive the entire amount of the paid Deposit. If the notification is submitted less than 30 days before the beginning of the Lease term, the Deposit is not refundable. The administrative fee is not refundable regardless of notification period.
  6. If the contract is terminated by the Tenant before the beginning of the lease period and contract has been physically signed by the Tenant, it has legal force and cannot be terminated.
  7. 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.
  8. Termination shall be made in writing or in a document form, in a declaration sent to the e-mail address of the other Party.

## **§ 10 EXPIRY OF RENTAL**

1. After the expiry of the Lease Agreement, the Tenant shall immediately, but no later than by 11:00 am on the last day of the contract's validity, return the Apartment to Zeitraum, free from any objects, persons, or other encumbrances, and return the Apartment's equipment, card and keys.
2. Delivery of the Apartment to Zeitraum shall be documented in an 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 from 09:00 - 15:30. Tenant's refusal to sign the certificate shall result in the possibility to deliver it unilaterally by Zeitraum.
3. In the event of a delay in complying with the obligation to deliver the Apartment in accordance with item 1, the Tenant shall pay to Zeitraum liquidated damages in the amount of 5/30 of the Rent plus an Administrative Fee for each day of delay, which does not prejudice the possibility to seek compensation for the damage in excess of the amount of liquidated damages on general terms. Zeitraum has the right to settle its claims for liquidated damages and compensation from the Security Deposit.
4. After the expiry of the Lease, up to 30 days from the date of termination of the lease and when Tenant will provide the bank account number, in accordance with item 1, the Security Deposit shall, after any deductions, be refunded to the Tenant by payment effected to the bank account indicated by the Tenant (Resident) by e-mail, provided that such indication is made prior to the transfer.
5. All costs of commissions and fees related to the return of the deposit are covered by the Tenant.
6. If the Tenant leaves any objects in the Apartment after the expiry of the Lease and no mention to this effect is included in the delivery certificate, Zeitraum shall ask the Tenant by e-mail to collect any such objects within 3 days from the date of receipt of the notice. After the lapse of this period, Zeitraum shall be entitled to collect such objects, remove them from the Apartment and store them at a place of its choice at the risk and expense of the Tenant, and the Tenant shall be notified accordingly in a separate e-mail.
7. Moreover, the Agreement shall terminate automatically if the Tenant fails to receive the Apartment within the time limit set forth in the Agreement 3 days after the date set for the receipt,

if there are other third parties interested in his place in the dormitory, with the possibility of changing the date set for the receipt of the Apartment at the request of the user. The period can be extended by Zeitraum in a document form (e-mail sent to an address provided during registration in the Application or other address indicated by the user).

8. In the event of termination of the Agreement, including on the basis of § item 7, or in the event of withdrawal by the Tenant in accordance with applicable regulations, if the Tenant has executed any payments on account of the Agreement, they shall not be refunded.
9. In accordance with §1 item 3, a person who ceases to be a student or a learner still binds the rental agreement during the term of the contract.

## **§ 11**

### **FINAL PROVISIONS**

1. The possibility to set off any receivables due to the Tenant against Zeitraum against any receivables related to the payment of the Rent, Administrative Fee or the Security Deposit is expressly excluded.
2. Amendments to the Agreement other than amendments to the GTCL must be agreed by the Parties and made in writing, otherwise being null and void.
3. The Lease relationship shall be governed by Polish law, in particular the Civil Code shall apply to these General Terms and Conditions of Lease and the Agreement.
4. The court competent to hear cases related to this Agreement shall be a common court having jurisdiction over the location of the Student House.
5. If the Agreement is drawn up in two language versions, the Polish version shall prevail and have priority.

