

GENERAL CONTRACT TERMS AND CONDITIONS

1. The contract:

1.1. In Barcelona, on «FECHA_DE_INICIO_DEL_CONTRATO»

1.2. Signatories (names of parties involved):

a. The Owner, **BARCELONA LODGING MANAGEMENT, S.L.**, with tax id B63579486, which is located at Av. Diagonal 538 (5-2) - 08006 / Barcelona.

b. The Resident: «NOMBRE» «APELLIDOS» of legal age, with passport number «Nº_PASAPORTE_DNI», of «NACIONALIDAD» nationality.

1.3. Purpose of the contract:

The Owner agrees to rent out a «TIPO_DE_HABITACIÓN_RESERVADO» room at the «RESIDENCIA» residence hall – Barcelona – Spain.

The resident shall have access to and the use of the general facilities in the building, as well as any other existing services and, in the event that a single, twin or duplex room is booked, the cooking lounge designated to him/her.

1.4. Contract term:

The contract comes into force on «FECHA_DE_INICIO_DEL_CONTRATO» and expires on «FECHA_DE_FINALIZACIÓN_DEL_CONTRATO».

This period of time must be complied with due to the fact that rooms and facilities are booked in the student residence in periods based on the lengths of academic courses.

The Resident should notify the Owner of the time and date of his/her arrival at least fifteen (15) days before said scheduled arrival.

If the Resident does not notify the Owner of his/her check-in date, the starting date of the present contract will be considered as the check-in date.

Should the Resident not show up on the day specified, he/she would have three (3) working days to notify us of a new arrival date. Otherwise, the booking would be considered as a cancellation within the valid term of the contract and no refund would be granted of any amounts paid.

Check-in time is from two in the afternoon (2pm) until eleven at night (11pm). In order to check-in outside these times, the Booking Department must approve the check-in time requested by the Resident.

1.5. Payment:

The rent payments and any additional services contracted will be paid by the following company: «EMPRESA».

The Resident agrees to directly pay any additional services and expenses not covered by their Company at the front desk.

2. Regulations:

The following rules and regulations are compulsory for all residents. The Resident understands and accepts the rules and regulations.

2.1. Assignment of room rented:

- The room is for personal, non-transferable use. The Resident may neither sub-let nor transfer the room, rights or obligations covered by the present contract.
- Inventory: a list of furniture and equipment, replacement cost and the current condition of the assigned bedroom and cooking lounge will be provided to the Resident on the first day of occupancy. The Resident will have 24 hours to confirm the correctness of said inventory in the Resident areas. If the Resident does not do so, all the items on the inventory list will be considered to have been present in the room and in good condition.

- The Resident is obligated to make sure the room and the furniture and equipment inside said room is maintained in the same state as it was found upon entry.
- No construction work, holes, posters or other objects are permitted on the walls.
- In the event that the resident would like to change rooms at some point during the duration of the present contract, he/she would have to inform the Owner of the reason for the desired change. In view of this request, and in order to avoid possible conflicts with other Residents, the Owner will try and modify or resolve the issue that has provoked the desire to change rooms according to that stated in clause 2.2.2. However, if the issue cannot be resolved and there is a justified reason for the change, the Owner will proceed to change the resident's room as soon as possible according to availability and making sure other Residents' rights are not affected by the change.

- Likewise, when necessary, the Owner reserves the right to change the Resident to another room whose conditions are equal or superior to the one in which he/she had been staying.

- The Owner is not responsible for any items lost that were not held in safekeeping at the front desk.

2.2. Room and building maintenance

2.2.1. The exclusive obligations of the Resident in the room and shared obligations in the cooking lounge and other common areas in the building:

- The Resident is committed to keep the facilities in a clean and well-maintained state.
- If any incidents occur:
 - The Resident is obligated to report when an appliance breaks down to the Owner as soon as possible.
 - The Resident shall allow the personnel designated by the Owner to gain access to the room.
 - If the Resident causes any damage to the room or common areas, he/she shall pay for the repairs undertaken by the Owner. Otherwise, the Owner has the right to discount the damage amount from the deposit.
 - If there is any damage to the common areas and the Owner does not know which Resident is responsible, then the cost for the repair will be split between the residents of the same cooking lounge.

2.2.2. Owner's obligations

The Owner is committed to hand over the room in a clean and well-maintained state.

The Owner shall strive to resolve incidents as quickly as possible and carry out any necessary maintenance work.

The Owner is not responsible for any damage caused by the Resident(s)

Before entering any rooms, residents shall be given advance notice, except in emergencies, in which case there will be no prior warning.

2.3. Safety

2.3.1. Electricity and hazardous materials in the building:

No personal electrical devices (radiators, hotplates, fridges or other such equipment) may be installed.

No food can be cooked in the room, except in the case of rooms with their own kitchens.

No fuel, hazardous, explosive or inflammable material may be stored or handled on the premises.

The use of candles, barbecues, liquid gas, incense, etc. is forbidden.

The Owner has the right to remove any forbidden objects and materials that are discovered.

2.3.2. Emergency doors and security systems:

Entrance and emergency doors and other security systems must not be blocked

Emergency systems (fire extinguisher, alarm, etc) must only be used in cases of emergency

2.3.3. Keys

Each Resident is responsible for the use of his/her own key for the room. The key is personal and non-transferable.

Lost keys:

- The Resident must advise the Owner immediately.

- The cost of a new key must be covered by the Resident.
- The Owner shall not be held responsible for any loss, unintentional breakage or theft of keys.

The key will be returned to the Owner at the end of the Resident's stay. If it is not returned, the Resident will be charged accordingly.

2.3.4. Windows, balconies, patio, terrace and solarium:

Placing or throwing any objects or substances out the window, balcony, terrace or the solarium is strictly prohibited.

No outdoor antennas can be installed.

No laundry may be hung in these parts of the building.

Dangerous behavior, such as leaning and jumping out of any of the above, is strictly prohibited.

2.4. Cleaning and recycling

2.4.1. Resident obligations:

The Resident is committed to keep his/her room and the common areas orderly and clean at all times.

The Resident will share domestic duties with the other Residents on the floor who share the same cooking lounge.

The Resident is committed to clean his/her kitchen utensils and other personal belongings in the cooking lounge and the assigned storage areas.

The Resident is committed to recycle all garbage in the trash bins found in the cooking lounges and on the street.

2.4.2. Rights of the Owner

The Owner reserves the right to undertake daily inspections of the cooking lounges. If the results are unsatisfactory (uncleanliness or any damage), the Residents of the cooking lounge will receive a notification by email. If, 24 hours after having received this message, the situation is not rectified, we will use our cleaning staff and the extra cost will be divided among all Residents of the cooking lounge. The extra charge will be sent via email and must be paid maximum 24 hours after said email has been sent.

2.5. Noise

Excessive noise along with any activities that may disturb the peace for the occupants are prohibited at all times.

There must be silence during the following hours: eleven at night (11pm) to eight in the morning (8am).

2.6. Guests and visiting hours

2.6.1. Visitors:

Visitors must be of legal age (over 18 years old)

The Resident may receive visits during the day (8am-12am).

Only one visitor per resident is allowed at any one time.

Visitors must register at the Front desk and sign out on departure.

Visitors must be accompanied by the Resident at all times.

Residents are responsible for their visitors and their behavior throughout the building. Above all, it is the Resident's responsibility that the Visitor obey the rules established by the Owner, particularly those stated in the present contract.

Should the visitor remain on the premises after midnight (12am), the Resident will be charged €20.52 per night (8% VAT included).

2.6.2. Invited guests:

Residents may receive guests who will stay in their room, excluding Residents who are renting out a TWIN room (2 separate beds).

Guests must be of legal age (over 18 years old)

The Resident can only have one guest at a time for a maximum of seven consecutive nights.

The guest must sign in at the front desk upon arrival by showing their passport/national identity card and must always be accompanied by the Resident.

The guest must sign out at the front desk upon his exit and must always be accompanied by the Resident. Residents are responsible for their guests and their behavior. Above all, it is the Resident's responsibility that the Guest obey the rules established by the Owner, particularly those stated in the present contract.

The guest will be charged €20.52 per night, 8% VAT included.

The final checkout time will be noon (12pm).

2.6.3. Rights of the Owner:

The Owner has the right to limit the entrance of visitors and guests.

2.7. Utilities

Utilities are included in the rent.

The Owner reserves the right to penalize anyone who does not follow the rules of energy saving established for the building.

2.8. Animals

Animals are strictly prohibited throughout the building.

2.9. Alcohol

A **moderate** consumption of alcohol is allowed on MelonDistrict premises. However, please note that Residents should behave appropriately at all times. Any type of inappropriate behavior under the effects of alcohol is considered as an EXTREMELY SERIOUS violation of our rules, whose consequences include the guest being ejected immediately from the residence.

2.10. Smoking and drugs

2.10.1. Smoking

Smoking is strictly prohibited on building grounds, except in the outside designated smoking areas.

2.10.2. Drugs

The consumption, possession, entrance and sale of drugs are strictly prohibited throughout the building.

2.11. Parties

Parties are strictly prohibited on building premises

2.12. Bicycles

Bicycles are not permitted inside the building, except in special designated areas.

2.13. Check-out

2.13.1. Keys: The Resident must return their room and laundry key on the last day during check-out.

2.13.2. Time of check-out: the Resident must notify the Owner of the exact date of his/her departure, at least 15 days before his/her contract expires.

2.13.3. Cleaning and maintenance:

After the Resident has departed, the Owner will inspect the room and cooking lounge thoroughly, comparing it to the initial inventory list signed by both parties at the beginning of the stay.

The cost of any detected imperfections will be taken from the deposit or charged directly to the Resident.

2.13.4. Personal Possessions

The Resident must remove all personal possessions from the room, cooking lounge and common areas (including any food or drink in the cupboards and fridge).

The Owner will not be held responsible for any personal possessions left in the room, cooking lounge or the building itself.

2.13.5. Departure time and date

The Resident must leave the room and the building on or before the final day stipulated in the contract.

The final checkout time will be noon (12pm)

- If the Resident has not left the building within the above-mentioned period, the Owner may enter the room without prior warning, empty it of any of the Resident's personal possessions, and recover the use of the room.

2.13.6. Deposit

The purpose of the deposit paid by the company «EMPRESA» for the Resident is to guarantee the appropriate use of the facilities that the Resident uses, as well as to guarantee the compliance with the duration of the present contract.

2.13.6.1. The deposit is refunded only in the following circumstances:

The deposit will be returned provided that there are no damages in the room or the common areas.

The deposit is returned if the Resident has complied with the period of the present contract.

The deposit will be returned as long as the Resident does not have any charges pending to be paid.

2.13.6.2. The deposit is not refunded in the following circumstances:

Very serious violations by the Resident that are penalized with immediate expulsion.

Cancellation of the present contract.

Damages that exceed the total amount of the deposit.

2.13.6.3. The deposit is partially refunded in the following circumstances:



Damages in the Resident's room or common areas that do not exceed the total amount of the deposit. Additional cleaning services in the room or common areas. If the Resident has any pending charges that have not been paid.

2.13.6.4. Refunding the deposit

The deposit is returned after the Resident has left the residence by bank transfer, in a time period of 30 days after the end date of the contract if the last month's rent was paid by direct bank transfer or by credit card and in a time period of 45 days after the end date of the contract if the last month's rent was paid by direct debit. The Resident must provide their bank information in order to refund the deposit. (Bank, bank account number, iban, swift code, ABA number).

2.14. Solarium/pool

The Resident must comply with the pool hours established by the Owner, 10 in the morning to 9 at night (10am-9pm). The Resident must obey and respect the pool rules.

2.15. Miscellaneous

The purpose of the rules and regulations of the present contract are meant to maximize the well-being of all Residents, individually and collectively.

In the event that, for reasons beyond control and favoring the security, cleanliness, well-being of all Residents, the need to modify the above rules and regulations arises, the Owner may do so.

The modifications would be duly notified to the Residents for their information.

The non-compliance of the modified rules and regulations could lead to a possible penalty, depending on whether said act of non-compliance is considered to be minor, serious or very serious.

Being a Resident implies the acceptance of the rules and regulations aforementioned in the present contract.

3. Penalties:

3.1. Compliance:

Any infringement will be regarded as a breach of contract, and may lead to legal penalties or expulsion imposed by the Owner.

Any type of non-compliance that gives rise to damage shall be repaired by the Resident responsible.

Any Resident who is responsible for a violation of the rules in this contract is obligated to pay the Owner for the value of the fine or damages payable to third parties as a result of the above-mentioned infringement.

3.2. Types of violations:

3.2.1. Minor violations:

The non-compliance of any of the conditions specified in sections 2.3.2, 2.4.1, 2.3.4, 2.6.1, 2.6.2, 2.8, and 2.10.1 of the present contract will be considered minor violations.

3.2.2. Serious violations:

The repetition of a minor violation.

Any violation of the present contract that is not qualified as a minor or very serious violation.

Any action that leads to any kind of material damage to third party property of up to 3,000 €.

Any action that constitutes a hazard to the health, safety or integrity of the building and third-party property.

3.2.3. Very serious violations:

The repetition of a serious violation that could put the smooth operation and co-existence in the residence at risk.

Any action that produces any type of physical harm to people or material damage to third-party property of above 3,000 €.

Any action that constitutes a hazard to the health, safety or physical integrity of people.

Any action that constitutes a serious hazard to the health, safety and integrity of the building and third-party property.

Any action stipulated in the current Penal Code as a crime or infringement.

Two consecutive written warnings in less than three months.

3.2.4. Warnings:

Minor infringements will be penalized with a written warning from the Owner to the offender, and with further non-compliance, could lead to the Resident being expelled.

Serious infringements will be penalized with a written warning to the offender in question, and if said obligations are not complied with, it could lead to said Resident being expelled.

Very serious infringements will be sufficient cause for the immediate termination of the contract and as a consequence the expulsion of the Resident. The Resident must leave the building after receiving the warning within the following 24 hours at the latest.

4. Data protection:

The information included in the present contract is supplied by the Resident on a compulsory basis, as they are essential for the drawing up of the present contract. The personal details will be included in a file or database held by the Owner in order to permit the maintenance of the contractual relationship and provide, extend and improve the services provided by the Owner on the basis of the present contract. Residents can exercise their right of access, rectification, cancellation and opposition set out in the Personal Data Protection Act (Organic Law 15/1999, of 13 December). The Resident hereby expressly authorizes the Owner to allow his/her personal details to be passed to the companies in the same Group.

5. Applicable Law and Jurisdiction

This Contract is governed by Articles 1546 and follows the Civil Legal Code. Both parties expressly accept the jurisdiction of the Judges and Courts governing the district of the property, and expressly waiver any other jurisdiction to which they might have recourse.

Finally, the parties declare:

Their explicit acceptance of the full contents of the present contract, which they hereby certify and sign in two original, authentic copies on standard paper, formalized for the same purpose, subscribing it at the time and place indicated initially.

The Resident

The Owner

MelonDistrict
a place to live