

UPKOT GENERAL TERMS AND CONDITIONS for an ideal study and living environment

Article 1 Eligibility conditions

- 1.1** To be eligible, an applicant must meet these conditions:
- You are enrolled at Ghent University for the academic year with a diploma contract for a programme to obtain a first master's degree;
 - Your study programme includes a minimum of 27 credits (this does not apply to one graduation year to obtain a master's degree);
 - You are not older than 24 years at the time your tenancy agreement starts (this rule does not apply to reapplicants);
 - You have no outstanding debts with the Housing Office of Ghent University.
- 1.2** Students already renting a housing unit ('reapplicants') will be prioritised over new applicants. Within the group of new applicants, scholarship entitled or concessionary students and first-year 'generation students' will be prioritised. The housing units are allocated in order of priority:
- 1 Reapplicants;
 2. New applicant and scholarship entitled or concessionary student;
 3. New applicant who is enrolling for the 1st time in a 1st bachelor's (and who is not a scholarship entitled or concessionary student);
 - 4 Other new applicant.
- 1.3** Flats can be occupied by a maximum of 2 people, with the main applicant meeting the eligibility conditions. The name of the fellow resident must be disclosed to the Housing Office before the start of the tenancy agreement.
- 1.4** Exceptions to these conditions can be requested at the Social Service of Ghent University

Article 2 Application period

- 2.1** Reapplications must be submitted from February 16 to February 28 at the latest. Afterwards, the reapplicant loses priority.
- 2.2** A new application can be submitted from March 1 until May 1.. Any application submitted after May 1 onwards will not be given priority and will therefore be processed in order of submission, with the exception of applications in priority 2 (see 1.2), for whom 50 rooms are reserved until August 15.

Article 3 Cancellation policy

- 3.1** The cancellation of an application for a housing unit must be made via email.
- 3.2** Cancelling an application is free of charge up until the application is granted by the Housing Office (the applicant will then receive an email with confirmation of accommodation and/or the tenancy agreement). — 4 — If an applicant cancels his/her application after it has been granted by the Housing Office, an administrative fee of €100 will be charged. An exemption is provided for applicants who will not meet the eligibility conditions to rent a housing unit in the academic year for which they are applying. Failure to return the tenancy agreement within 7 calendar days of receipt is also considered a cancellation and will result in an administrative fee of €100. In that case, no exemption is possible.

Article 4 Subletting and lease transfer

- 4.1** Tenants who participate in an exchange or internship can transfer or sublet their housing unit. The transferee/subtenant must be a Ghent University student.
- 4.2** The tenant must communicate the address and contact details of the transferee/subtenant at least two weeks prior to the effective date of the subletting/lease transfer. In the case of subletting, a signed version of the subletting agreement must also be submitted to the Housing Office.

Article 5 Termination of the tenancy agreement

- 5.1** The tenant can terminate the tenancy agreement free of charge up to 3 months before the start date of the agreement.
- 5.2** The tenant can terminate the tenancy agreement less than 3 months before the start date of the tenancy agreement, subject to a termination fee of 2 months' rent. An exemption is provided for tenants who will not meet the admission requirements to rent a housing unit in the academic year for which they have entered into a tenancy agreement.
- 5.3** From the start of the tenancy agreement, the tenant can terminate the tenancy agreement in the following cases: - when the tenant finishes his/her studies. In that case, the notice period is 1 month, - when the tenant graduates during the first examination period and declares that he or she does not intend to rent a housing unit at Ghent University again. In this case, the tenancy agreement will be terminated on February 15 or July 15 of the current academic year for graduation in the first or second examination period, - in the event of the death of one of the student's parents or another person responsible for the student's care. In that case, the notice period is 1 month, - after social and/or financial assessment by Social Service, at Ghent University without a notice period. Notification of termination must be submitted by email or letter to the Housing Office, stating the reason and attaching the necessary supporting documents.
- 5.4** Ghent University terminates the tenancy agreement before the tenancy agreement takes effect if the tenant already has a master's degree.
- 5.5** Ghent University terminates the tenancy agreement by giving one month's notice if, during an inspection in the current academic year, it appears that the tenant does not meet the eligibility conditions to rent a housing unit.

Article 6 Rent

The rent is determined by the Housing Office prior to each academic year. The rent is all-inclusive, with the exception of any costs caused by the tenant due to negligence.

Article 7 Key transfer

Together with the key transfer, a tenancy inspection will be made. The appointment for this will be made in advance via an online appointment calendar (first come, first served).

The tenant will receive one copy of the key or badge which provides access to the front door and the common areas of the building as well as the student accommodation. In the case of loss or damage, the Upkot coach or another employee of Upgrade Estate Group should be notified immediately. A new copy will be provided upon payment via www.upkot.be/webshop. Additional copies can also be obtained through the webshop. Additional copies purchased are non-refundable at the end of the lease.

Article 8 Fire safety

- 8.1** The tenant is obliged to take out an insurance policy with an approved Belgian insurance company to cover his/her liability and to cover the contents against fire, storm, explosion, lightning and water damage, in accordance with the statutory requirements and obligations. It is the tenant's responsibility to ensure that his/her contents are properly covered.

For students who live with their parent(s) the fire insurance of the main residence often also covers the room as a second home. Don't forget to check with your insurance company.

- 8.2** To ensure the safety of all tenants, a general smoking ban applies in all buildings and student accommodations rented out and/or managed by Upgrade Estate Group. Smoking and vaping (or any other type of electronic cigarette) is only permitted in designated (outdoor) spaces. Cigarette butts must always be put out in the ashtrays provided.
- 8.3** In order to be properly informed, the tenant undertakes to cooperate fully with and to participate in the regular fire drills organised by Upgrade Estate Group.
- 8.4** No objects may be placed in common corridors or stairwells of the building.
- 8.5** Fryers, fondue and bbq sets, candles, incense, etc. are not allowed in the student accommodation or the common areas of the building.
- 8.6** It is strictly prohibited to cook within the student accommodation if it is not equipped with an installed kitchen. Cooking shall be understood as the preparation of hot meals or the use of kitchen appliances that produce steam.
- 8.7** Taping the smoke detectors is strictly prohibited.
- 8.8** There is a general prohibition on installing coat hooks on the entrance door of the student accommodation. These fire doors must remain free of obstacles at all times.
- 8.9** If the tenant or his/her visitors are responsible for falsely setting off the fire alarm, intervention costs in the amount of 100 EUR (excluding VAT) will be charged for each event. In case the fire department and/or police have intervened, any costs involved will be charged to the tenant.

Article 9 Peace, quiet and good behaviour

- 9.1** The tenant must behave with respect towards other tenants, the Upkot coach and neighbours, both in the common areas of the building and in his/her student accommodation. In particular, everyone's night rest must be respected between 10 p.m. and 7 a.m. Parties or large gatherings are not allowed in the building except with the consent of the Upkot coach.

Noise at night caused by the tenant, or by any other person to whom the tenant has given access to the common areas of the building or to the student room, will not be tolerated.

- 9.2** A zero-tolerance policy applies with regard to drug use (both soft and hard drugs and the trade of it) and discriminatory behaviour in the building (both in the common areas of the building and in the student accommodation). The use and trade of any product containing cannabidiol (CBD) are strictly prohibited. The visual resemblance of such products to cannabis, classified as a soft drug, complicates the enforcement of a consistent policy regarding the regulation of drugs. Any breach of this policy shall be irrevocably considered as the third breach as referred to in article 23 of these General Terms and Conditions. Any case of discrimination and/or the use of drugs can at all times be reported anonymously via respect@upkot.be.

Article 10 Order, tidiness and maintenance

10.1 The tenant undertakes to reside in and maintain the student accommodation with due care and diligence.

10.2 In order to avoid costs at the end of the tenancy agreement, an announced visit will be organised by Upgrade Estate Group at least two times each academic year to verify that there are no technical problems and that damage due to a lack of proper maintenance is unlikely. In the absence of any objection, it shall be assumed that the tenant grants permission, regardless of their presence at the time of such inspection. A lack of inspection or tolerance by the landlord or Upgrade Estate Group does not constitute a waiver of landlord 's or Upgrade Estate Group's rights.

The landlord and Upgrade Estate Group undertakes to ensure the tenant's quiet enjoyment and will only enter the student accommodation for the purpose of an announced visit, to check hygiene, safety, technical maintenance/repairs or force majeure.

If during the announced visit it reveals that the student accommodation is not being maintained in accordance with article 4.1, an additional announced visit will be conducted. In case the general maintenance still shows signs of negligence, a notice of default will follow in accordance with article 23.

10.3 The maintenance of the corridors, staircase and common sanitary facilities of the building are the responsibility of the Upkot coach. The tenant treats the communal areas with the necessary respect in terms of their cleanliness.

For the communal kitchens and living areas in the building, there is a weekly/biweekly 'floor managers' system. The tenants are responsible for cleaning these areas and the appliances therein by means of a rotation system and by means of a shared bank. The tenants will ensure that the kitchens and living areas are always clean for the weekend and the rubbish bins are emptied, under the watchful eye of the Upkot coach. In the event that the tenant fails to fulfil their obligation to participate in the scheduled cleaning duties, the manager reserves the right to engage a professional cleaning service at the sole expense of the defaulting tenant. At the end of each semester we ask the tenants to help out at the big kitchen clean-up. If the kitchen is not in optimal condition by the agreed time, the landlord may recover the cost of professional cleaning of the common area from all members of the kitchen.

10.4 The tenants must bring their own kitchen equipment and small kitchen appliances. For tenants who share a kitchen, this preferably takes place in consultation with the other tenants. Each tenant is assigned a fixed space in the refrigerator and freezer in the communal kitchens, as well as a fixed space for the storage of dry food. Plates, cups, pans, etc. are placed in common cabinets (and/or student accommodation), this to promote order and optimal use of the cabinet space.

10.5 Equipment and furniture provided by Upkot in the common areas should not be moved to the privates, but remain present in the areas provided for that purpose.

10.6 If there is a 'Laundry room' in the building, the tenants have the option to use it, by means of a payment and subject to prior reservation. After use, the tenant must always leave the Laundry Room clean and tidy and clean the necessary filters. The tenant is responsible for bringing his/her own detergent and fabric softener.

10.7 The windows in the student accommodation must be cleaned regularly by the tenant. At least once a year, Upgrade Estate Group will provide a window cleaning service for the entire building, during which the exterior of the windows of the student accommodation and thus the hard-to-reach places are cleaned.

10.8 The control of vermin is at the expense of the tenant, unless already present at the start of the rental period. In order to minimize the risk of bedbugs etc., Upgrade Estate Group advises to provide the student accommodation with a new mattress and not to bring a second hand mattress.

Article 11 Visitors

Visitors are allowed in the building, however, there may be no more than five visitors at any one time. Visitors are also allowed to stay overnight occasionally, but frequent overnight stays by non-tenants are not permitted.

Article 12 Exceptional measures

If exceptional measures are imposed by the government (e.g. a pandemic), Upgrade Estate Group will be obliged to follow them and therefore draw up and announce new agreements.

Article 13 Communication

All communication between the manager, Upkot Coach and the tenant is through the My Upkot app. The tenant is required to install it for proper communication with the Upkot Coach and for smooth communication within the community. The app can be accessed on a mobile phone. The tenant undertakes to consult the app at regular intervals and at least once a week. The tenant can never claim not to have received any information once the manager can prove that the information was distributed via the app.

Article 14 User data

External applications are used for some facilities in the buildings (e.g. booking of washing machines). The tenant agrees that the manager may provide his/her email address for this purpose, so that the tenant can use these applications correctly.

Article 15 Waste disposal

Rubbish should be sorted by the tenant at his/her own initiative, according to local standards, possibly in the appropriate rubbish containers. tenants who use the communal kitchens in the building are automatically part of the rotation system as developed and communicated by the Upkot coach.

When moving, the tenant is asked not to place any large cardboard boxes and plastic film in the containers, but to either take them home or to a container park. It is not permitted to place any furniture or other materials in the garbage room.

Article 16 Internet Estate Groups

Upkot provides on average the following internet speeds in the building:

- Downloads: 40 - 50 megabits per second;
- Uploads: 10 - 20 megabits per second;

Please note that Internet speed may decrease depending on the number of active users in the same time frame.

The provider may vary from building to building.

The tenant shall not use or cause to be used the equipment for unlawful acts, the committing of criminal acts and/or for acts contrary to Netiquette.

Article 17 Blockages

It is forbidden to throw or leave waste/ hair/wet wipes/sanitary pad/contraceptives... in the wash basin, shower or WC. The costs of unblocking drains are borne by the tenant. It is the responsibility of the tenant to regularly clear the drains to prevent potential blockages.

Article 18 Maintenance, malfunctions and damage

Unless otherwise provided by law, the tenant is required to bear maintenance work, work to improve the student accommodation and the resulting nuisance, without being entitled to any compensation and without being present. The planning of any work will always take place in consultation with the tenant, as far as possible. The landlord will not carry out major repairs during the exam period unless these repairs are urgent.

The landlord cannot be held liable in the event of utility failures (heating, water, electricity, internet, etc.) or for personal damage incurred anywhere in the building or in the student accommodation. In such a case, the tenant is not entitled to any compensation or damages.

Article 19 Pets

Keeping animals or pets of any kind is prohibited.

Article 20 Upkot animals

The Upkot animals should always be treated with respect and should be fed only in accordance with the existing instructions or on the instructions of the Upkot coach.

Article 21 Bicycle and car parking spaces

21.1 Bicycles should always be kept in the bicycle shed provided. Incorrectly parked bicycles will be removed at regular intervals. Once a year, the manager will organize a pre-announced bike clearance in order to locate abandoned bikes.

21.2 Existing car parking spaces may be used only by tenants (or their visitors) who have entered into a tenancy agreement for this.

21.3 Motorbikes are not allowed to park in a bike area that is fully covered and enclosed, due to CO2 standards.

Article 22 Maintenance and repairs

22.1 The tenant is responsible for minor repairs to the student accommodation. The tenant is also responsible for the repairs necessary to ensure use with due care, which are required as a result of the use contrary to the intended use, as well as for the repairs resulting from his/her failure to report such use in accordance with article 16.2 of the General Terms and Conditions.

A non-exhaustive list of repairs for which the tenant is responsible can be consulted online:
Flanders Brussels Wallonia

22.2 The tenant is obliged to immediately report any repairs required and for which the landlord is responsible to the Upkot coach or an employee of Upgrade Estate Group. The tenant also undertakes to always immediately report vandalism or other damage, both to the student accommodation and to the common areas of the building, to the Upkot coach or an employee of Upgrade Estate Group. The tenant is responsible for the damage he/she caused (by his/her negligence), as well as damage caused by anyone that he/she granted access to the common areas of the building or the student accommodation. If a repair is necessary, it will always be coordinated and carried out by Upgrade Estate Group.

22.3 All tenants are jointly and severally liable for any abnormal damage to the common areas of the building if the person responsible for this abnormal damage cannot be identified. The damage will be distributed pro rata among the users.

Abnormal damage is understood to mean repairs within the scope of the daily use of the common areas: kitchen and/or leisure area, communal sanitary facilities, bicycle storage, and waste disposal area, such as the following non-exhaustive list:

- repairing the toilet or toilet seat;
- unclogging the sink, basin, or shower;
- minor repairs to kitchen appliances resulting from misuse, improper use, or poor maintenance;
- any other damage caused by the users (tenants including visitors), whether intentional or not.

22.4 The tenant will replace light bulbs that burn out in the student accommodation (oven and hood light bulbs included) with the same samples as originally provided by the Manager. These light bulbs can be obtained from the Upkot coach after purchase via www.upkot.be/webshop.

22.5 Wall decorations are permitted to be affixed in the places provided for this purpose only. Painting or wallpapering of the student accommodation is not permitted without prior written consent of the student coach. If the walls are damaged, (holes, stripes as well as damage due to drawing pins and/or sticky tape and so on) the entire wall surface must always be repainted. The costs incurred for this will be borne by the tenant or charged upon the release of the deposit. If the tenant decides to take care of the paintwork him- or herself, he/she must request the correct details for the paint, including the colour code, from the Upkot coach or the painting can be ordered from the online shop if it is ordered in time.

22.6 It is not permitted to close the ventilation valves in the room, as the proper functioning of the ventilation is extremely important for the maintenance of the room. If it appears that the valves are closed in any case, the costs of each additional intervention will be charged to the tenant.

Article 23 Correctly closing of the student accommodation

The tenant will always ensure that the building and his/her student accommodation are correctly closed. The landlord and/or Upgrade Estate Group is/are not responsible for the theft of personal belongings when these are left behind in the common areas of the building and/or in the student accommodation.

Article 24 Extra appliances

If the tenant wishes to install extra electrical appliances, such as fridges, freezers, air conditioners, an oven and so on, in the student accommodation or in the common areas of the building, he/she is obliged to report this to the Upkot coach prior to the installation of the appliance. In the event an electrical appliance is installed, Limoengroen will charge a supplement of 24,2 EUR (including VAT) to the respective tenant per started month and per electrical appliance. If the tenant removes the appliance, it is his/her responsibility to immediately notify the coach. It is not possible to retroactively adjust the Limoengroen invoice.

If it becomes apparent during the four-monthly inspection that an extra appliance has been installed without reporting this in advance to the Upkot coach, Limoengroen will charge the tenant in question the supplement of 24,20 EUR (including VAT) per month and per appliance overall for an entire rental year.

Article 25 On-call duty

In case of problems or questions, one can contact the Upkot coach or another Upgrade Estate Group employee during working hours, who will even come on site if necessary. Outside of these hours, an Upgrade Estate Group representative can always be contacted in case of an emergency via the number below. **Emergency number: +32 9 395 98 98**

However, if it later appears to have been an unnecessary or avoidable intervention, a fixed sum of 50 EUR (excluding VAT) will be charged to the caller/originator and 100 EUR (excluding VAT) in case of an unnecessary intervention on site.

Unnecessary or avoidable interventions means:

- technical interventions that are unnecessary;
- interventions for violations of the provisions of the contract;
- interventions to mediate causes of nuisance. (Noise in kitchens, unnecessary setting of the fire alarm, visitors causing unrest, etc.).

Article 26 End of the tenancy agreement

26.1 Visits to the private room by prospective tenants will be allowed after prior consultation with the Upkot Coach.

26.2 Upgrade Estate Group would like to provide the subsequent tenant with a Upkot accommodation that is clean and of a high quality. Therefore, the student accommodation must be completely vacated and cleaned on the final day of the tenancy agreement. After an appointment is made with the Upkot coach, an inspection will take place, during which a delivery report upon departure will be drawn up, and the original delivery report will be compared to the current condition of the student accommodation. This appointment is set in advance via an online appointment calendar according to availability (first come, first served) and takes place during the coach's working hours. Daylight is a prerequisite for carrying out a qualitative tenancy inspection. If the end date of the lease falls on a Sunday or holiday, the exit will be organized the working day before.

In case of late or incorrect performance of the cleaning obligation and/or repairs as determined in accordance with article 16 of the General Terms and Conditions, the following amount(s) will be deducted from the security deposit, whereby the damage exceeding the amount of the deposit will also be compensated.

Consult the complete [Let's Upfix it - list](#) here. The tenant can also access it via the UPKOT - FAQ (www.upkot.be/faq-upkot-residents) under the section "Something is defect in my room or in the building".

26.3 Every departing tenant who has access to a private kitchen is obliged to buy a new carbon filter (for the extractor hood) and to present it with the inventory of fixtures and fittings on departure. The costs for this are for the tenant. It is possible to buy a new filter at very little expense via the webshop (www.upkot.be/webshop), which can then be collected from the Upkot coach.

Article 27 Notice of default

Unless otherwise stipulated in the contract, the following procedure is used in the event the tenant violates multiple provisions of the contract:

- 1 Wake-upcall: the tenant receives a first Wake-upcall by e-mail;
- 2 Wake-up Alert: the tenant and his/her parents receive a Wake-up Alert by e-mail;

- 3 Immediate termination of the contract: the landlord may decide to terminate the tenancy agreement at the tenant's expense via a legal procedure or an amicable arrangement. The landlord will inform the tenant and his/her parents of such a decision in advance by registered letter. In such a case, the tenant must leave the student accommodation (emptied and cleaned). Another lock may be fitted by Upgrade Estate Group to indemnify the landlord against theft or damage made upon the personal property of the landlord. All costs will be borne by the tenant. All this is subject to all rights of the landlord. The current rent and associated costs remain payable in full.

When there is an intervention of the police or fire department (including theft, aggression, stalking, arson,...) in which the tenant is charged then this immediately equates to a 3rd breach as described above.