

## UPLIVING - LOOP 5 RESIDENCE

### UPLIVING GENERAL TERMS AND CONDITIONS for an ideal study and living environment

#### Preamble      Definitions

In these General Terms and Conditions the following definitions apply:

<b>Upliving:</b>	Ltd. Upgrade Estate Group, with registered office at 9000 Ghent, Burggravenlaan 31/101 and with company number 0400.927.922
<b>Landlord:</b>	The owner of the accommodation, or his/her/its special representative
<b>Tenant:</b>	Any person who concludes a Tenancy Agreement via Ghent University
<b>Upliving Coach:</b>	The Upliving employee who is responsible for the daily management and is the contact person in case of any questions or problems regarding the building.
<b>Accommodation:</b>	The apartment/ studio/ room rented by the Tenant.
<b>Building:</b>	The property in which the Accommodation is located.
<b>Tenancy Inspection:</b>	The prepared detailed schedule and assessment regarding the condition of the Accommodation.
<b>Tenancy Agreement:</b>	The agreement between the Tenant and Ghent University.
<b>General Terms:</b>	These General Terms and Conditions which apply to all Tenants.

The Tenancy Agreement and the General Terms and Conditions are jointly referred to as the **Contract**.

#### **Article 1**    Eligibility conditions

1. The housing units can only be rented by Ghent University students enrolled in specific programmes, by PhD students, and by incoming exchange students, visitors and staff members registered at Ghent University.
2. If the applicant wishes to change the requested reservation period, they must inform the Housing Office at least one month before the start of the requested reservation period. No adjustments are possible after that.

#### **Article 2**    Cancellation policy

1. The cancellation of an application for a housing unit must be made via email.
2. Cancelling an application is free of charge 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).

If an applicant cancels his/her application after it has been granted by the Housing Office, an administrative fee of €100 will be charged, plus two weeks' rent if the applicant cancels the application less than two weeks before the start date of the requested rental period. 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 3** Rent, subletting and lease transfer

1. 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.
2. Tenants who participate in an exchange or internship can transfer or sublet their housing unit. The transferee/subtenant must be a Ghent University student.
3. 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 4** Termination of the tenancy agreement

1. The tenant may terminate the tenancy agreement free of charge up to 3 months before the start date of the agreement.
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.
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/registration. In that case, the notice period is 1 month,
  - when the tenant graduates during the first examination period and declares that he/she does not intend to rent a housing unit in a student home 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.

4. 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 5** Key transfer

The badge (key) will be provided at the time of the Tenancy Inspection.

In the case of loss or damage, an employee of Upliving should be notified immediately. After purchasing from <http://www.upliving.be/webshop>, a new or additional copy will be delivered.

#### **Article 6** Fire safety

1. The Tenant is obliged to take out an insurance policy with an approved Belgian insurance company to cover his/her **liability** 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.
2. To ensure the safety of all Tenants, a general smoking ban applies in all buildings rented out and/or managed by Upgrade Estate Group. Smoking and vaping (or any other form of electronic cigarette) is permitted only in the designated outdoor areas. Cigarette butts are always extinguished in the ashtrays provided. There is also a ban on vaping and any other type of electronic cigarette.
3. No objects may be placed in common corridors or stairwells of the Building.
4. Taping the smoke detectors is strictly prohibited.
5. If the Tenant or his/her visitors are responsible for falsely setting off the fire alarm, intervention costs in the amount of 121 EUR (VAT included) will be charged for each event.
6. In order to guarantee safety, there is a general ban on barbecues on covered terraces. This is permitted on uncovered terraces, however, care must be taken to avoid consequential damage to the surrounding area (terrace, facade, balustrade, etc.). It is recommended to use the provided barbecue corners.

#### **Article 7** Peace, quiet and good behaviour

1. The Tenant must behave with respect towards other Tenants and neighbours, both in the common areas of the Building and in his/her Accommodation. In particular, everyone's night rest must be respected between 10 p.m. and 7 a.m.
2. A zero-tolerance policy applies with regard to drug use (both soft and hard drugs) and discriminatory behaviour in the Building (both in the common areas of the Building and in the Accommodation). Any breach of this policy shall be irrevocably considered as the third breach as referred to in Article 15 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@upliving.be](mailto:respect@upliving.be).

#### **Article 8** Order, cleanliness and maintenance

1. The Tenant undertakes to reside in and maintain the Student Accommodation with due care and diligence.
2. In order to avoid costs at the end of the Tenancy Agreement, an announced visit can be organised by Upliving two times each year to verify that there are no technical problems and that damage due to a lack of proper maintenance is unlikely. The Landlord ensures the Tenant's quiet

enjoyment and will only enter the Accommodation for the purpose of the aforementioned visits, to check hygiene, safety, technical maintenance/repairs or force majeure. The Landlord will notify the Tenant by email 5 working days in advance of the visit.

3. The Tenant is obliged to carry out the removal of heavy furniture (table, bed, sofa, ...) using a removal lift, if the leased Property allows it. A lump sum of 150 EUR (incl. VAT) will be charged to the Tenant should he fail to meet this obligation.
4. For a fee and subject to prior reservation, the Tenants have the option to use the "Laundry Room". 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.
5. Equipment and furniture provided by Upliving in the common areas must not be moved to the private areas, but remain in the areas provided for that purpose.

#### **Article 9** Shared spaces / means of transport

Separate arrangements apply to the (reservation of the) shared areas and means of transport. You can consult the regulations and practical arrangements on the spot or with the Coach.

#### **Article 10** Waste disposal

Rubbish should be sorted by the Tenant at his/her own initiative, according to local standards, possibly in the appropriate rubbish containers. Waste that is sorted on a terrace/balcony should always be stored in closed containers. It is not allowed to leave materials that do not belong in the provided waste containers in the waste room.

#### **Article 11** Internet provision

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

#### **Article 12** User data

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

#### **Article 13** Blockages

It is forbidden to throw or leave (food) waste/hair/grease/oil/wet wipes/sanitary pads/contraceptive... 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 14** Maintenance

Unless otherwise provided by law, the Tenant is required to bear maintenance work, work to improve the Accommodation and the resulting nuisance, without being entitled to any compensation. The planning of any work will always take place in consultation with the Tenant, as far as possible.

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 Accommodation. In such a case, the Tenant is not entitled to any compensation or damages.

#### **Article 15 Pets**

Keeping (domestic) animals is not prohibited, but is advised against by the Property Manager. In any event, the Property Manager must be informed if the Tenant decides to keep a pet in the apartment or house. Any damage made to the private or common parts by the (domestic) animal is the full responsibility of the Tenant and any costs will be recovered as such.

#### **Article 16 Bicycle and car parking spaces**

1. Bicycles should always be kept in the bicycle shed provided. Incorrectly parked bicycles will be removed at regular intervals.
2. Existing car parking spaces may be used only by Tenants (or their visitors) who have entered into a tenancy agreement for this.
3. Rates for the use of available charging stations can be consulted at the Upliving Coach. If the charging station is located on a shared car parking space, it operates on the first come, first served principle. When the car battery is fully charged, the user must move the car.

#### **Article 17 Maintenance and repairs**

1. The Tenant is 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 13.2 of the General Terms and Conditions. The Property Manager coordinates and monitors all maintenance and repair works in the Units and may carry out simple repairs himself. The contact details of the Property Manager and the Coach will be communicated to the tenant.
2. The Tenant is obliged to immediately report any repairs required and for which the Landlord is responsible to an employee of Upliving. The Tenant also undertakes to always immediately report vandalism or other damage, both to the Accommodation and to the common areas of the Building, to an employee of Upliving.

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 Accommodation.

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.

4. Light bulbs that burn out in the Accommodation (oven and hood light bulbs included) need to be replaced with the same samples as originally provided by the Property Manager. These lamps can be obtained from the Upliving Coach.
5. Wall decorations are permitted to be affixed in the places provided for this purpose only. Painting or wallpapering of the Accommodation is not permitted without prior written consent. 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 an employee of Upliving.

#### **Article 18** On-call duty

In case of problems or questions, one can always contact the Upliving Coach or another Upgrade Estate Group employee, who will even come on site if necessary. In case of an emergency, an Upgrade Estate Group employee can always be contacted 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 100 EUR (excluding VAT) will be charged to the caller/originator.

Unnecessary or avoidable interventions means:

1. Technical interventions that are unnecessary ;
2. Interventions for violations of the provisions of the Contract;
3. Interventions to mediate causes of nuisance ;
4. Interventions for the receipt of items belonging to the Tenant (e.g. parcels, orders, ...).

#### **Article 19** End of the Tenancy Agreement

Upliving would like to provide the subsequent tenant with an Accommodation that is clean and of a high quality. Therefore, the Accommodation must be completely vacated and cleaned on the final day of the Tenancy Agreement, at 10 a.m. . After an appointment is made, an inspection will take place, during which a Tenancy Inspection upon departure will be drawn up, and the original Tenancy Inspection will be compared to the current condition of the Accommodation. This appointment is set well in advance 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.

#### **Article 20** 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. 1st Wake-upcall: the Tenant receives a first Wake-upcall by email ;
2. 2nd Wake-up Alert: the Tenant receives a Wake-up Alert by email ;
3. 3rd Immediate termination: the Landlord may decide, in consultation with Ghent University, to terminate the Tenancy Agreement at the Tenant's expense through court proceedings or an out-of-court settlement. The Landlord will inform the Tenant of such a decision in advance by registered letter. In such a case, the Tenant must leave the 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.