

TRIOKRAKÓW STUDENTS' HOUSE RULES

1. DEFINITIONS

“**Property**“ means the Landlord’s land property located at ul. Rakowicka 20F in Cracow, consisting of two residential buildings and one students’ house, intended for lease;

“**Students’ House**“ means a collective residence building forming part of the Property in which 139 Students’ Rooms/Apartments intended for lease are located;

“**Students’ Room or Apartment**“ means the premises located in the Students’ House, which the Tenant is entitled to use under the Lease Agreement;

“**Common Parts**“ means the areas of the Students’ House and the Property intended by the Landlord for public use or used by all tenants and users of the Property;

“**Manager**“ means the entity designated by the Landlord for the day-to-day operation of the Property, including ongoing contacts with the Tenant;

“**Landlord**“ means the company under the business name VDV Poland Novum Living sp. z o.o. with its registered office in Kraków, at ul. Kaçik 4, 30-549, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS 0000646416, NIP: 5272786253, REGON: 365845980;

“**Tenant**“ means a person using a Students’ Room or Apartment under the Lease Agreement;

“**Lease Agreement**“ means the lease of a Students’ Room or Apartment;

“**Business Days**“ means all days except Saturdays and public holidays (including Sundays) legally recognised as business days.

2. GENERAL PROVISIONS

- 2.1. These rules (hereinafter: the **Rules**) specify the principles of using the Students’ House at ul. Rakowicka 20F in Cracow, in particular with respect to order, cleanliness, aesthetics and safety, in order to ensure the standard of the Students’ House is maintained and to enable its users to live and rest in a peaceful and undisturbed manner.
- 2.2. Tenants, their guests and all other persons also temporarily staying on the Property are obliged to comply with the Rules, the generally applicable provisions of law, in particular with respect to fire protection, sanitary rules and rules of social coexistence, including the obligation to use the Students’ Rooms or Apartments or the Common Parts with due regard to the rights of other residents and users of the Property (in particular, not to disturb peace by noise, loud music, etc.), to maintain order and observe sanitary rules in the Common Parts, to keep the Students’ Room or Apartment (the devices and equipment therein) clean, orderly and in proper technical condition.
- 2.3. Tenants are fully liable for the actions or omissions of their guests, persons holding the keys to the Students’ Room or Apartment. The Tenant is also responsible for ensuring those persons comply with the Rules and is obliged to advise them thereof. The Tenant is liable for any damage to the Landlord’s property caused by him/her and by the said persons. In the event of damage, the Tenant will be obliged to reimburse the costs of all repairs carried out in connection therewith.

- 2.4. The instructions for use of technical installations and equipment relating to the Students' Rooms or Apartments and the Common Parts, provided by the Landlord, the Manager or available on the Property must be observed.

3. QUIET HOURS AND SAFETY

- 3.1. Quiet hours last from **22.00 to 6.00** (and on public holidays – until 8.00), however, holding parties and social gatherings, the use of electronics and household appliances at other times should not disturb the peace of residents.
- 3.2. The keys to the Students' House, the Students' Rooms or Apartments should not be made available to third parties and strangers (in particular, flyer distributors, travelling agents, peddlers) should not be allowed in.
- 3.3. Tenants may be visited by their guests from 7:00 to 22:00. Third parties are strictly forbidden from staying in the Students' Rooms or Apartments overnight, on pain of payment of a contractual penalty to the Landlord in accordance with clause 4.8.3
- 3.4. The Tenant's guest is obliged to provide the Manager or the person authorized by them with the following category of personal data: name and surname, and to present a proof of identity (identity card or passport) to confirm the data. Providing personal data is voluntary, but necessary in order to enter the Students' House.
- 3.5. The Landlord reserves the right to remove, suspend or limit visits of the Tenant's guests in the event that their conduct results in or threatens damage to the Property or if they materially or persistently violate domestic peace causing nuisance in the use of the Property by other residents/users.
- 3.6. Smoking is strictly prohibited in the Students' Rooms or Apartments and in the Common Parts.

4. DETAILED RULES FOR THE USE OF THE STUDENTS' ROOMS/APARTMENTS AND THE COMMON PARTS

- 4.1. Tenants are obliged to use the Students' Rooms or Apartments only for their intended purpose and are obliged to keep the occupied Students' Rooms or Apartments and their equipment and devices in proper technical, sanitary and aesthetic condition, in particular, follow the instructions for use and perform ongoing repairs and maintenance of equipment in the Students' Room or Apartment (i.e., *inter alia*: cleaning drains, hood, replacing light bulbs, painting walls); promptly inform the Landlord of any failures and malfunctions in the Students' Room or Apartment; make the Students' Room or Apartment available for periodic inspections of the operation of technical devices, periodic inspections of installations required by law and carrying out repairs. The Landlord shall notify the Tenant no later than 24 hours in advance of the planned visit to the Students' Room or Apartment. However, in emergencies, the Landlord may exercise the above rights without prior 24-hour notice if the circumstances so require. In that case, the Tenant will be notified as soon as practicable under the circumstances. Except for emergencies, any visit to the Students' Room or Apartment by the Landlord or a person authorized by it requires the presence of the Tenant or a duly authorized representative of the Tenant, subject to the next sentence. In the absence of the Tenant within the agreed period or refusal to make the Students' Room or Apartment available by the Tenant, despite receiving a request from the Landlord specifying an additional period, the Landlord or persons designated by it will be able to enter the Students' Room or Apartment in the absence of the Tenant in the presence of the Building security officer or a police or a municipal police officer or a firefighter, without incurring any liability in connection therewith and without affecting the Lease Agreement. In the event of an unjustified intervention of the fire brigade – the Tenant will cover the costs of such an intervention. If the Premises are opened in the absence of the Tenant, the Landlord will secure the Premises and the items contained therein until the Tenant's arrival; the Landlord shall draw up

a report of the actions taken; In addition, in the absence of the Tenant or in the event of a refusal to make the Students' Room or Apartment available within the second additional period set by the Landlord, the Landlord will be able to demand payment by the Tenant of a contractual penalty in accordance with clause 4.8.2

Persons staying on the Property are obliged to comply with any provided or announced rules and principles of parking vehicles.

- 4.2. The activities of student groups or organizations are permitted in the Common Parts upon prior agreement with the Landlord.
- 4.3. All organized events, meetings, etc., may only be held upon prior agreement with the Landlord and obtaining its written consent.
- 4.4. The following is prohibited in the Students' House:
 - 4.4.1. drinking alcohol in the Common Parts (save for drinking in the café operating on the Property of alcohol purchased therein);
 - 4.4.2. using, manufacturing other stimulants, the possession of which is prohibited by law;
 - 4.4.3. smoking outside the designated areas;
 - 4.4.4. keeping any animals;
 - 4.4.5. bringing in, keeping, storing, using objects, substances, liquids that are explosive, toxic or that threaten life, health or property; Tenants will only use AC devices certified for 220-240 V at a frequency of 50 Hz in order to avoid electric shock or damage to the devices;
 - 4.4.6. grilling (using electric, gas and coal grills) or using open flames (e.g., lighting bonfires);
 - 4.4.7. obstructing passageways by objects; breaching this prohibition may result in their removal at the expense of the person who obstructed the passageway;
 - 4.4.8. using hydraulic devices and equipment for purposes other than those prescribed by the manufacturer and placing any type of inappropriate materials therein;
 - 4.4.9. using devices likely to cause damage to the installation;
 - 4.4.10. making construction, installation and technical alterations;
 - 4.4.11. causing noise, disturbing the peace of other Tenants or users of the Property (including the use of electronics and household appliances to excess);
 - 4.4.12. displaying posters, notices outside places specifically designated by the Landlord;
 - 4.4.13. undertaking activities contrary to the mandatory provisions of law and the principles of social coexistence;
 - 4.4.14. setting up a business at the address of the Students' House or conducting a commercial activity;
 - 4.4.15. repairing and washing vehicles in the garage hall and in front of the entrance to the building of the Students' House;
 - 4.4.16. non-contractual use of parking spaces in the underground parking garage; in the event of breach of the above prohibition, the Landlord may impose a contractual penalty in accordance with clause 4.8.1
- 4.5. Parking spaces for bicycles

- 4.5.1. Bicycle spaces in the garage hall are unnumbered and are not allocated to individual tenants;
 - 4.5.2. Each Tenant should secure his/her bike against theft on their own (chain/other available locking devices). The owner of the Property and the Manager are not liable for stolen property;
 - 4.5.3. Under no circumstances may bicycle owners use the car ramp to enter/exit. Using the ramp for cycling may result in an accident;
 - 4.5.4. Exiting the garage:
 - By stairs from --1 to the ground floor,
 - By elevator from --1 to the ground floor.
 - 4.5.5. Bicycle owners should exercise due care when using stairwells and elevators to prevent their bicycles from damaging/soiling the common areas (elevator walls and doors, corridor/stairwell walls, garage/stairwell/building entrance doors).
 - 4.5.6. It is prohibited to obstruct passageways to the building and the entrance to the parking garage by vehicles.
- 4.6. Use of the kitchen/kitchenette/tea kitchen:
- 4.6.1. Turn on the hood while cooking in order to avoid condensation, which can lead to damage to furniture. For the same reason, avoid placing devices generating steam, e.g. electric kettles, coffee machines directly under the upper cabinets;
 - 4.6.2. Do not place hot dishes, pots and pans on the worktops. We recommend that coasters and heat-resistant trivets are always used to protect the worktops from heat;
 - 4.6.3. Do not move heavy metal, ceramic dishes with a rough bottom along the surface of the worktop and the electrical plate. It can lead to permanent damage to the surface;
 - 4.6.4. The worktop is not a surface intended for direct slicing, grinding, hitting with a sharp tool. We recommend that cutting boards are always used;
 - 4.6.5. Under no circumstances can kitchen furniture and household appliances be treated with sharp tools;
 - 4.6.6. Abrasive products are not recommended for cleaning. Do not use solvents, powders or products containing alcohol or acetone. Use only a soft cloth or sponge while avoiding invasive products.
- 4.7. If the Tenant breaches the rules of use of the Students' Room or Apartment or of the Common Parts, as a result of which the relevant services (e.g. fire brigade, police, gas emergency service) intervene – the Tenant will be obliged to cover the costs of a possible intervention of the services called and the costs of removing such disturbances and failures.
- 4.8. In addition, if the Tenant breaches the rules of use of the Students' House, the Landlord may charge the Tenant a contractual penalty in the following situations:
- 4.8.1. in the event of breach of the prohibition referred to in clause 4.4.16 (*non-contractual use of parking spaces*) in the amount of **PLN 50.00** for each commenced hour of such unauthorized parking;

- 4.8.2. in the absence of the Tenant or in the event of a refusal to make the Students' Room or Apartment available for the purpose of periodic inspection of the operation of technical devices, periodic inspections of installations required by law and making repairs, despite receiving a request from the Landlord specifying an additional period, in the amount of **PLN 100.00** for each breach;
- 4.8.3. in the event of breach of the prohibition referred to in clause 3.3 (*an overnight stay of the Tenant's guest*), in the amount of **PLN 200.00** for each breach;
- 4.8.4. in the event of breach of the prohibition referred to in clause 4.3 (*organization of events without the consent of the Landlord*), in the amount of **PLN 500.00** for each breach.

The above penalties will be payable within 7 (seven) days from the date of receipt by the Tenant of a written request from the Landlord. The Landlord is entitled to seek compensation in excess of the above contractual penalty on a general basis.

- 4.9. The Landlord reserves the right to impose restrictions or to prohibit the entry of the Tenants' guests to the Students' House (including in the event that the Tenant or his/her guests flagrantly disturb the domestic order despite admonitions from the Landlord/Manager or other residents of the Property), as well as to introduce restrictions on the use of the Common Parts, including the temporary exclusion from use of certain areas of the Common Parts, keeping of the distance between the co-users of the Common Parts or the introduction of restrictions on the number of persons simultaneously staying in the Common Parts, as well as the introduction of additional sanitary requirements and other restrictions resulting from obligations imposed by the generally applicable provisions of law or implementing the instructions, guidelines and recommendations of the relevant state authorities (*inter alia*, the Minister of Health and the Chief Sanitary Inspectorate).
- 4.10 On the last day of the lease (the "Termination Date") the Tenant shall vacate the Room and deliver it to the Landlord by 13:00.

5. PROCEDURE

- 5.1. Please read the FIRE SAFETY INSTRUCTIONS located with the Property Manager, familiarize yourself with the location of the firefighting equipment and the evacuation routes.
- 5.2. It is forbidden to obstruct, block evacuation routes, lock evacuation doors, including garage doors, block or disassemble components of door closers.
- 5.3. It is forbidden to use fire equipment for purposes other than firefighting.
- 5.4. Avoid placing any objects in the movement area of door leaves. Avoid strong impacts of the doors on the frame, opening them by force and leaving objects within the range of a door leaf.
- 5.5. In the event of a fire, regardless of its extent, the Manager and the Fire Brigade must be notified immediately.
- 5.6. Until the Fire Brigade arrives, all available measures should be taken to limit the expansion of the fire and to extinguish it.
- 5.7. In the event of a failure related to the operation of the Students' House building or its technical equipment, as well as the Students' Room or Apartment, any resident who notices the failure is obliged to immediately notify the Manager and the emergency service of specialized services:

SECURITY 24H: + 48 570 812 255

Manager: Leach and Partners sp. z o.o.

Rakowicka 20F, 31-510 Kraków

E-mail: triokrakow@trio Krakow.pl

112 nationwide emergency number **998** fire brigade

999 ambulance service **997** police

994 emergency water and sewage service

993 heating emergency service

6. PERSONAL DATA

- 6.1. When processing personal data of persons staying in the Students' House, the rules and procedures for the processing of and protecting personal data under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the "GDPR" shall apply. The Landlord is the controller of personal data. The data are processed for the purpose of managing the Property and ensuring the safety of persons and property on the Property.
- 6.2. The information clause is attached as Schedule 1 to the Rules.

7. FINAL PROVISIONS

- 7.1. The Landlord reserves the right to amend the Rules. Any amendments to the Rules shall take effect on being displayed in the Students' House and informing the Tenant thereof in writing or by e-mail.
- 7.2. In matters not provided for herein, Polish law shall apply.
- 7.3. Last update of the Rules: 05.07.2021.