

## REGULATIONS - STUDENT DEPOT FOXTROT

The following terms used in the Regulations have the meaning defined below:

1. **Real Property** – real property located in Warszawa, ul. Woronicza 37, Lots 7 recorded in the Land & Mortgage Register No. KW 7 - WA2M/00143455/9 comprising the Student Depot FOXTROT.
2. **Student Depot FOXTROT** – a portion of the Real Property used for collective residence purposes, located in buildings respectively on floors 0 to 9.
3. **Commercial Part** – a part of the Real Property used for commercial and service purposes, located on floor marked as 0 (approximately 40 m<sup>2</sup>).
4. **Common Parts** – parts of Student Depot FOXTROT allocated for common use by the users of rooms at the Student Depot FOXTROT.
5. **Rent** – monthly rent, as specified in clause 6 of the Report, paid on the terms and conditions specified in § 7 hereof.
6. **Deposit** – cash equivalent to the monthly Rent, however not less than PLN 1,000.00 (in words: one thousand zlotys), paid by the Tenant to secure the Landlord's claims related to or arising from the Agreement or these Regulations, particularly the Rent, contractual penalties and other damages.
7. **Landlord** – STUDENT DEPOT FOXTROT sp. z o.o. registered office in Warsaw, al. Szucha 6, 00-582 Warsaw, registered in the register of entrepreneurs of the National Court Register by the District Court for Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS No.: 0000620947, Tax Id. No. "NIP": 7010581261.
8. **Tenant** – a person using the Room or flat on the basis of the Agreement.
9. **Period** – period of nine consecutive calendar months from 27 September to 30 June.
10. **Vacation Period** – period from 1 July to 31 August.
11. **The Room or flat** – premises in Student Depot FOXTROT, indicated by the Landlord or the Administrator, which the Tenant is entitled to use, including the equipment specified in the Report.
12. **Website** – the internet website available at [www.studentdepot.pl](http://www.studentdepot.pl)
13. **Application** - an electronic online application available on the Website enabling the conclusion of an Agreement.
14. **User** - a person using the Website, in particular in order to conclude the Agreement.
15. **Service Provider** - Website owner.
16. **Party** – Landlord or Tenant (User) as applicable.
17. **Parties** – Landlord and Tenant (User) jointly.
18. **Regulations** – these regulations.
19. **Agreement** – tenancy agreement concerning a Room or flat at the Student Depot FOXTROT.

20. **Report** – a written hand-over – acceptance report signed at acceptance and return of the Room or flat.
21. **Administrator** – an entity appointed by the Landlord to perform Landlord’s obligations, in particular ensuring security of the Student Depot FOXTROT, administration and ongoing repair. If an Administrator is appointed, any reference to the Landlord included in these Regulations should be construed as a reference to the Administrator accordingly. What is more, the Administrator is entitled to conclude Agreements and make all representations on the basis of or in connection with the Agreements.

## **§ 1. Purpose of the Agreement**

1. The Landlord lets and the Tenant rents a Room or flat to reside in during the Period and/or Vacation Period, save as provided by § 9 Section 1 hereof.
2. The Agreement is concluded via the Website. If the Landlord gives its direct consent, the Agreement may be concluded beyond the Website. In such case the Agreement will be concluded in the Real Property. The aforementioned consent, may be given, in particular, by the Landlord’s authorized employee.
3. If the Agreement between the Parties provides that the Room or flat is to be inhabited by more than one person, other people, as indicated by the Landlord and in the number specified in the Agreement, are entitled to co-use the Room or flat.
4. The Room or flat will be handed over on the basis of the Report. Upon the hand-over of the room or flat, the Tenant receives the keys. The Landlord must be notified of the loss of the keys immediately. In case of loss or destruction of the keys the Landlord is entitled to charge the Tenant with a fee of 100 PLN.
5. The equipment of the Room or flat is specified in the Report.
6. During the tenancy, the Tenant has the right to:
  - a. co-use the Common Parts,
  - b. use the wireless Internet.
7. Indication of the Room or flat within Student Depot FOXTROT during the Period and/or Vacation Period may be subject to change on the basis of a statement made to the Tenant by the Landlord or the Administrator 7 days in advance, if the number of persons simultaneously renting the Room or flat at the time is lower than the maximum number indicated in the Agreement, as well as in justified circumstances not known to the Landlord at the time of delivery of the Room or flat to the Tenant. The standard and equipment of the Room or flat to which the Tenant will be relocated, shall remain unchanged. The Tenant is obliged to keep the designated deadline for changing the rented premises within the Student Depot FOXTROT. Any change made under this provision shall not at the same time alter the content of the Agreement of the Parties.

## **§ 2. Conclusion of Tenancy Agreement**

1. To conclude an Agreement, the User should:

- a) register an account on the Website in compliance with the instructions and guidelines set forth by the Service Provider,
- b) provide personal data necessary to register an account and conclude an Agreement,
- c) fill in the Application in compliance with its contents and guidelines. The options selected by the User in the Application include particularly the effective period of the Agreement pursuant to § 9 Section 1 of the Regulations and the Room or flat type and size. If no places are available at the Student Depot FOXTROT, the User will not be able to conclude an Agreement and will be informed of this fact by a relevant message displayed by the Application,
- d) pay the caution money in the amount specified in the Application, depending on the selected tenancy option:
  - i. to the Landlord's bank account; the payment should be made within 2 days from sending the bank account number by the Landlord, or
  - ii. by credit card against receipt in Student Depot FOXTROT within 2 days from sending the bank account number by the Landlord.

However, the payment of the caution money should be made not later than the reserved date of accommodation, during office hours of the administration (depending on which of the aforementioned terms will be earlier). The Landlord shall send the individual bank account number via e-mail to the User's email address specified in the Application.

2. Within 2 days from the date of sending to the User via e-mail a message containing the bank account number of the Landlord (in the cases specified in §2 section 1d) (i) and (ii)), the Landlord reserves for the User the possibility of concluding the Agreement. The Landlord shall have right to refuse the reservation, if the User blatantly breached the Regulations of Student Depot FOXTROT during the User's earlier stay at the Student Depot FOXTROT or if a good cause exists that makes it impossible to make the reservation. In such case the Landlord shall be not obliged to send the User the bank account number. The Landlord shall inform the User via e-mail on execution of the right to refuse the reservation. Keys to the relevant Room or flat shall be handed over at the Student Depot FOXTROT once all payments are credited and the Report is signed during office hours of the administration. Receipt of the Room or flat and hand-over of the keys may take place not earlier than the first day of accommodation after 2 p.m. The Landlord does not provide for the possibility of early entry to the Room or flat or Student Depot FOXTROT for earlier viewing these premises.
3. The User shall pay the amount of money equivalent to the amount of the first rent as indicated by the Landlord to the Landlord's bank account sent via e-mail or pay it by payment card directly in the administration office of Student Depot FOXTROT not later than on the day of the booked accommodation, during the working hours of the administration office. The abovementioned payment should be confirmed in the Report.
4. The Agreement is concluded providing that the caution money is fully paid pursuant to §2, Section 1 letter d) above and within the time limit provided therein, which shall be confirmed by the Room or flat receipt. The Parties agree that the caution money paid pursuant to the provisions of this Agreement has this meaning that in the case of non-performance of the obligations arising from these Regulations by the User or the Landlord which the Party was obliged to fulfil until the Room or flat reception day (inclusive), the other Party may, without setting the additional term, rescind

the Agreement and (i) in the case of the Landlord – keep the caution money or (ii) in the case of the User – demand twice the amount of the caution money. The Parties agree that the non-performance of the obligations arising from these Regulations shall mean in particular:

- a) on the Landlord's account:
  - i. the Landlord's failure to proceed to hand over the Room or flat on the Room or flat reception day for reasons due to the Landlord, provided that when the release of the Room or flat becomes impossible due to the Landlord's failure, for any reason, to obtain relevant permits, approvals or decisions or to meet any other conditions required by applicable laws for using the Real Estate, before the Room or flat reception day, the User may rescind the Agreement and demand the return of the caution money in a single amount and the User waives and undertakes not to raise any claims for damages on general terms above the caution money in a single amount. If the User does not rescind the Agreement and does seek remedy of damage on general terms, the Parties hereto shall limit the Landlord's liability to the caution money in a single amount.
- b) on the User's account:
  - i. the User's failure to pay the amount of money being the equivalent of the first Rent, as referred to in §2, Section 3 of these Regulations;
  - ii. the User's failure to proceed to receive the Room or flat on the Room or flat reception day for reasons due to the User;
  - iii. refusal to receive the Room or flat for reasons other than major defects of the Room or flat that preclude the use of the Room or flat by the User for dwelling purposes. To avoid any doubts, the Parties acknowledge that other defects of the Room or flat that do not preclude the use of the Room or flat by the User for dwelling purposes shall not constitute the basis for refusing the reception of the Room or flat by the User.

The Party may rescind the Agreement within 7 days from the Room or flat reception day. If the caution money is not paid within the period referred to in §2, Section 1 letter d) above, the Agreement shall be not concluded and the reservation, as referred to in §2, Section 2 above, shall cease to be binding upon the Landlord and the User. If the Landlord rescinds the Agreement for reasons specified under §2, Section 4 letter b) above, the amount equivalent to the first Rent that is paid by the User as referred to in §2, Section 3 above may be retained by the Landlord as damages for lost benefits (which does not exclude the Landlord's right to claim further damages).

5. At the time of the handing-over the Room or flat, the caution money shall be allocated in full for the Deposit.
6. For the Agreement to be concluded beyond the Website, the provisions of §2, Sections 1-5 of these Regulations shall be fulfilled, subject to the following differences:
  - a. the Landlord shall prepare a registration card according to the personal data given by the Tenant and the Tenant shall sign it; and
  - b. the Tenant shall pay the caution money and the amount of money equivalent to the amount of the first Rent;
    - (i) to the Landlord's bank account given by administration office; or

(ii) by credit card against receipt,

not later than on the day of signing the Report; for avoidance of any doubt, other provisions of §2, Section 2-4 shall apply; and

- c. The Tenant shall certify that he/she has read and understood the contents of the Regulations (pursuant to § 1, Section 4 hereof) and the Tenant shall give his/ her consent or make any statement that is required to conclude the Agreement via the Website.

### **§ 3. The Tenant's Rights and Obligations**

1. The Tenant has the right to:
  - a. use the Room or flat and the Common Parts on the terms and conditions specified in the Regulations,
  - b. have guests in the Room or flat, but only in the Tenant's presence and on the terms and conditions set forth in the Regulations, if the remaining co-users do not oppose it,
  - c. make changes to the interior design and furnishing of the Room or flat, subject to consent of the Landlord and the remaining co-users of the Room or flat.
  - d. File complaints and claims particularly by sending an e-mail message to [office@studentdepot.pl](mailto:office@studentdepot.pl) which shall be answered by the Landlord within 14 days.
2. The Tenant is obliged to:
  - a. comply with the provisions of these Regulations,
  - b. keep the Room or flat and the Common Parts clean and tidy and take care of their equipment, in particular by ensuring that the wear and tear of the Room or flat and the Common Parts used by the Tenant does not exceed normal wear and tear,
  - c. use the Student Depot FOXTROT in a manner respectful for the co-users,
  - d. notify the Landlord of any noticed failure or damage and any case of violation of these Regulations by any third parties,
  - e. to register the fact of residence pursuant to the Act on Registration of Inhabitants dated 24 September 2010 or other applicable laws,
  - f. ensure validity of the contact data on the Tenant's account on the Website and to use the e-mail indicated during the conclusion of the Agreement on an ongoing basis, which the account may be used to notify the Tenant of organizational matters, events at the Student Depot FOXTROT, history of payments and Rent crediting dates, etc.
  - g. covering the costs of removing any material damage found in the Room or flat or in the Common Parts, including also damage in the equipment, caused by the Tenant's fault or his guest during the Period and/or Vacation Period, or thereafter in the case of failure to release the Room or flat by the Tenant.
3. On the last effective date of the Agreement by 11 a.m. at the latest, the Tenant shall be obliged to collect all items brought into the Room or flat or Common Parts and to return the Room or flat in condition not worse than when received, less normal wear and tear. This provision shall apply respectively in the case of relocation of the Tenant in accordance with the provisions of §1, Section 7 of the Regulations.

4. The Tenant acknowledges and accepts that the Commercial Part is used for the purpose of a commercial activity specified by the Landlord. The Landlord shall make all due efforts to ensure that this activity (in particular the delivery of goods) did not cause undue inconvenience to the stay, study or relaxation of Student Depot FOXTROT residents.

#### **§ 4. The Landlords' Rights and Obligations**

1. The Landlord is obliged to:
  - a. ensure that it is possible for the Tenant to use (co-use) the Room or flat and the specified Common Parts,
  - b. ensure periodical cleaning of the Common Parts,
  - c. make all repairs and maintain the Student Depot FOXTROT in an adequate condition.
2. In particular, the Landlord has the right to:
  - a. organize cultural and educational activities, exhibitions or promotions in the area of the Student Depot FOXTROT;
  - b. appoint an Administrator by displaying this information at the reception desk of the Student Depot FOXTROT;
  - c. install CCTV in such places as the entry to the Student Depot FOXTROT, corridors, staircases, for the purpose of prevention and improving security;
  - d. enter the Room or flat in case of emergency, in particular in case of risk of damage, flooding, destruction, fire or a justified suspicion that a person requiring assistance is present in the Room or flat;
  - e. enter the Room or flat in order to carry out the necessary repairs, maintenance, sanitary and inspection procedures, in compliance with the relevant legal provisions in force, after prior notification to the Tenant about the date of the planned undertaking, provided that when it is impossible to notify the Tenant about the same or the Tenant is absent on the day of the planned undertaking, the Landlord is entitled to enter the Room or flat;
  - f. enter the Room or flat at any time, not less often than once every 3 months during the Period, to verify technical or personal conditions of the Room or flat, only if it is necessary or desirable to ensure proper functioning of the Real Property, in particular to carry out technical inspections, maintenance or to verify compliance with other legal requirements. Entering the Room of flat shall only be possible upon a prior at least one day's notice given to the Tenant. However, when it is impossible to notify the Tenant or the Tenant is absent on the day of such visit, the Landlord will be entitled to enter the Room or flat.

#### **§ 5. Rules of Use of the Room or flat and the Common Parts**

1. The curfew hours at the Student Depot FOXTROT last **from 22:00 to 07:00**.
2. Guests may visit the Tenants only from 7:00 to 22:00. If the Room or flat is intended for and co-used by more than one person, guests will be allowed if none of the co-users of the Room or flat or the Apartment objects against it.

3. A guest may stay overnight only after such guest is registered at the reception desk and a fee of PLN 20.00 is paid for one night. Any such guest may stay overnight 5 times a month at maximum and only when other co-residents agree to the same. The people allowed to access the Student Depot FOXTROT outside the hours indicated in Section 2 hereinabove are Tenants and guests with a written permission issued by the Administration at the Tenant's request. Any stay longer than 5 days during a month shall only possible upon prior written consent of the Administrator given 7 days before the planned visit in the case of single resident flats. For the sake of comfort of other tenants such consent may be given only in exceptional cases for rooms or flats with more than one resident.
4. A guest visiting the Tenant must provide the Landlord or a person authorized by the Landlord with the following data: full name and residence address. The provision of the data referred to above is voluntary, but necessary to access the Student Depot FOXTROT. Persons providing such data are entitled to access and correct them. The data will be destroyed following the lapse of the prescription period concerning any potential claims of the Landlord against the guest.
5. The Landlord allows for the activity of students' groups or organizations on the Common Parts, subject to prior arrangement with the Landlord.
6. Every person staying in the area of the Student Depot FOXTROT is obliged to comply with the Regulations and applicable laws, in particular the fire safety provisions.
7. In the area of the Student Depot FOXTROT it is prohibited to:
  - a. run business activity, in particular trade, production (including alcohol production) or catering activity,
  - b. consume alcohol on the Common Parts,
  - c. consume, produce or use the substances whose possession is prohibited by relevant laws,
  - d. store inflammable items (substances) (except for cosmetics or other similar items), toxic items or items which may be hazardous to people, animals or property,
  - e. keep animals,
  - f. make any construction, technical or installation-related changes, including interference with any safety systems (also fire protection systems) existing in the Real Estate,
  - g. use cookers, regardless of their source of power or fuel type, except for the places designated for this purpose by the Landlord,
  - h. use those devices that may damage installations, especially due to power consumption,
  - i. behave in a manner that might cause inconvenience to the stay, study or relaxation of other users' of the Student Depot FOXTROT, including in particular the use of amplifying equipment,
  - j. smoke outside the places designated for this purpose, including electronic cigarettes, in the Room or flat or the Common Parts, under pain of penalty of PLN 500.00. If the no smoking rule is violated by the Tenant for the second time, the Landlord shall have the right to terminate the Agreement,
  - k. bring in items that may interfere with the co-use of the Room or flat or the Common Parts,

- l. undertake any activity or behave in breach of absolutely binding laws or in a manner that is commonly recognized as insulting and against principles of morality and community life,
- m. place posters or announcements outside places clearly designated for this purpose.

## **§ 6. Internet Use Rules**

1. The Landlord ensures the Internet access based on the infrastructure at the Student Depot FOXTROT to each Tenant having a device fit for this purpose and specified in separate recommendations issued by the Landlord.
2. The speed of the network and other technical conditions depend on the network infrastructure at the Student Depot FOXTROT and the number of users.
3. The network is made available by providing the Tenant with a login and a password and allocating an individual IP.
4. The Tenant must not use the network for any activity in breach of the law, decency, posing a threat to the network security, and, in particular, the Tenant must not:
  - a. use the network for activities in breach of the law by sending, making available or using the contents and materials that violate third party rights, especially if protected by intellectual property rights the user is not the owner of,
  - b. send or make available any contents that might violate personal rights,
  - c. use the network for the mass mailing of advertising contents not solicited by the recipients,
  - d. distribute computer viruses and other software which may damage the devices of the Internet users;
  - e. use P2P applications,
  - f. provide third parties with data which grant them access to the network,
  - g. run commercial activity with the use of the network,
  - h. take any other actions which may be considered potentially dangerous for the functioning of the network, in particular attempts to access any network resources to which the user is not authorized, attempts to evade security measures used in wireless access, launching service servers on devices connected to the network, and the like.
5. The Tenant is obliged to:
  - a. duly secure Tenant's devices against unauthorized access,
  - b. comply with the Landlord's recommendations with respect to the correct network operation,
  - c. notify any found shortcomings related to the network operation.
6. In case of failure to comply with Sections 4 or 5 above, the Tenant may be temporarily or permanently disconnected from the network by the Landlord.

## **§ 7. Payment of the Rent, the Deposit and Other Charges**

1. The Tenant undertakes to pay the Rent to the Landlord.

2. The Rent shall be payable up to the 5th day of each month, in advance, to the bank account indicated by the Landlord. In particular, the Tenant may be notified about a change of the bank account by e-mail or via user's account on the Website.
3. When, due to the date of the termination of the Agreement, the Agreement does not cover a full calendar month, the Rent for such a month shall be calculated proportionally to the number of effective days of the Agreement in that calendar month. If the termination date of the Agreement, according to the rent period, is a day other than the last day of calendar month, the Tenant shall be obliged to pay the Rent for that month proportionally in accordance with the preceding sentence, and that proportional Rent shall be paid:
  - (a) by the 5th of the preceding month, for which the proportional Rent is due; or
  - (b) on any other day indicated by the Landlord,provided that the Landlord is at any time entitled to indicate the financial settlement it has selected for the last Rent. The Landlord shall notify the Tenant of the selected financial settlement via Tenant's e-mail indicated at the conclusion of the Agreement or in writing.
4. The Deposit shall be payable by bank transfer to the bank account indicated by the Landlord not later than on the day of conclusion of the Agreement, subject to § 2, Section 5 of the Regulations.
5. If the Rent or any other payments (including those for any damage at the Student Depot FOXTROT) are not settled in a timely manner, the Landlord may satisfy its claims from the Deposit and shall notify the Tenant thereof, especially via e-mail. In such a case, the Tenant shall be obliged to supplement the Deposit within 7 days from the date of the notice.
6. When paying the Rent or other charges by traditional transfer, the Tenant shall specify in the transfer purpose field his or her full name and the number of the currently occupied Room or flat.

## **§ 8. Amendments to the Regulations or the Agreement**

1. The Landlord may amend the Regulations with respect to the household order by placing an announcement at the Student Depot FOXTROT and notifying the Tenant thereof by the Tenant's e-mail.
2. The Landlord may amend the Regulations with respect to terms and conditions of the Agreement only due to an important organizational or technical reason or a reason resulting from absolutely binding provisions of the law by placing an announcement at the Student Depot FOXTROT and notifying the Tenant thereof by the Tenant's e-mail.
3. Subject to the provisions set forth below, the new Regulations come into force within 14 days from the date of display at the Student Depot FOXTROT or the notice of amendments given to the Tenant by e-mail, depending on whichever comes first.
4. In case of refusal to accept amendments to the Regulations, the Tenant may, within 14 days, terminate the Agreement upon one month's notice, effective at the end of a calendar month. Until the end of the notice period the Regulations in the pre-amended version shall apply to the Agreement. The foregoing shall not apply to those cases where an amendment to the Regulations results from changes to the absolutely binding laws, court judgement or decision issued by a relevant body.

5. In the case of any change in the Tenant's data (including a change of the e-mail address), the Tenant shall immediately notify the Landlord thereof, using the account on the Website, and the Tenant shall also notify an employee of the Student Depot FOXTROT administration office of any change in writing or at the Landlord's e-mail address designated for contact with the Tenant. In the case of any change of e-mail address, all the provisions of the Regulations that relate to the Tenant's e-mail address indicated at the conclusion of the Agreement will include such change.

## **§ 9. Termination of the Agreement**

1. The Agreement is concluded for a fixed term indicated in § 1, Section 1. After the conclusion of the Agreement, the Rent period may be changed upon mutual agreement between the Parties, in particular, at the request of the Tenant expressed only in writing or via e-mail (both under penalty of nullity). Such mutual agreement shall only be effective, if the Landlord gives its consent in writing or via e-mail (both under penalty of nullity).
2. The Agreement may be terminated by the Landlord with immediate effect, if:
  - a. The Tenant blatantly and persistently breaches the Agreement or the Regulations or if the Tenant's inappropriate behavior causes inconvenience in the use of other rooms or flats, the Student Depot FOXTROT or the Real Estate,
  - b. The Tenant has breached twice any of the bans defined by §5, Section 7 of the Regulations, despite a written notice to the Tenant with a warning about the termination of the Agreement by the Landlord in the case of another breach by the Tenant,
  - c. The Tenant fails to timely pay or supplement the Deposit,
  - d. The Tenant, despite written notice, continues to use the Room or flat against the Agreement or its purpose or neglects the obligations causing damage or destroys equipment allocated for common use by residents or blatantly or persistently breaches the household order causing the use of other premises to be inconvenient,
  - e. The Tenant is in default with the payment of the Rent due to the Landlord, pursuant to relevant provisions of the Civil Code.
  - f. The Tenant hands over the Room or flat for use to a third party without the Landlord's written consent,
  - g. the release of the Room or flat becomes impossible due to the Landlord's failure, for any reason, to obtain relevant permits, approvals or decisions or to meet any other conditions required by applicable laws for using the Real Estate, before the Room or flat reception day. In such case the Landlord shall return to the Tenant the caution money in a single amount and the Tenant shall waive and undertake not to raise any claims for damages on general terms above the caution money in a single amount.
3. The Tenant may terminate the Agreement in the case of a blatant or persistent breach of the Agreement or these Regulations by the Landlord. The Tenant may not terminate the Agreement after the Landlord has restored the conditions being compliant with the Agreement or the Regulations. Termination by the Tenant shall only be in writing, otherwise it shall be null and void.
4. The Agreement may be terminated by the Landlord in writing.

5. Not later than on the last effective date of the Agreement until 11:00 a.m. the Tenant shall return the Room or flat to the Landlord with the access keys and additional equipment, if such equipment was provided to the Tenant. In the case of delay in return of the Room or flat, the Landlord may calculate a contractual penalty of 2/30 (two thirtieths) of the Rent per each day of delay. This provision shall apply accordingly in the case of relocation of the Tenant pursuant to the provisions of §1, Section 7 of the Regulations.
6. When the effective period of the Agreement expires and the Room or flat and the keys are returned without any reservations, the Deposit shall be reimbursed to the Tenant by bank transfer within 21 working days from the day the Tenant sent the Landlord the bank account number, to which the Deposit is to be reimbursed. The Deposit shall be reimbursed in the nominal amount in PLN, as paid earlier by the Tenant. At the same time, the Tenant agrees that the Landlord is not obliged to cover the costs of the bank transfer, in particular transaction handling costs or conversion costs. In special circumstances, the Deposit may be reimbursed to the Tenant in cash against acknowledgment of receipt only upon mutual consent of the Tenant and the Landlord. The Parties shall draw up a Report confirming the return of the Room or flat, the keys and any other movables provided to the Tenant. The return of the Room or flat and the keys and also signing the Report is possible during the office hours of the Administration. If the Tenant fails to cooperate, including the Tenant's absence during the return of the Room or flat, the Landlord shall be entitled to sign the Report alone, and the Tenant agrees to the same.
7. On the last day of the Agreement the Tenant shall be obliged to return the Room or flat and all the common areas of the flat to the Landlord in a tidy condition so that it can be ready to be released to any following prospective tenant. By "tidy condition" the Parties understand in particular: vacuum cleaned, with clean furniture, washed bathroom and kitchen, as well as empty of personal belongings of the Tenant. In other case the Landlord will be entitled to fee the Tenant in the amount of 120 PLN.

The Landlord shall charge a non-returnable, administration fee of PLN 250.00 The same shall apply to those tenants who extend their stay for another academic year.

In the case of:

- (a) The termination of the Agreement for any reason,
- (b) Moving out of the Room or flat by the Tenant before the Agreement expires, whether or not the Room or flat was returned on the basis of the Report; or
- (c) The return of the Room or flat by the Tenant on the basis of Report after the end of the Agreement.
- (d) failure to return the Room or flat or to empty it, as referred to in §1, Section 7 of the Regulations,

and leaving any objects in the Room or flat or the Common Parts by the Tenant (with or without the Tenant's knowledge), the Landlord shall be entitled to secure them, remove them from the Room or flat or the Common Parts and store them in a place and in a manner selected by the Landlord, in particular, in a warehouse, for a period of 1 month (and thereafter the Tenant agrees to have them recycled). The Tenant shall be obliged to pay to the Landlord any costs of security, transportation and storage of the objects. The Landlord shall take reasonable efforts to notify the Tenant about the objects left in the Room or flat.

8. If the Agreement is terminated for reasons specified by §9, Section 2 letters (a), (b), (d), (e) and (f) of the Agreement, the Landlord may request that the Tenant pay a contractual penalty of PLN 500.00 (in words: five hundred zlotys). The payment of the contractual penalty referred to in the preceding sentence shall be made within 14 days from the termination of the Agreement by the Landlord.

### **§ 10. Final Provisions**

1. These Regulations are to be displayed at the Student Depot FOXTROT in a visible place. Current version of the Regulations is also available at all times at [www.studentdepot.pl](http://www.studentdepot.pl)
2. The Parties may pursue the claims in the amounts exceeding the contractual penalty, in particular the contractual penalty provided in §1, Section 4 and §9, Sections 5 and 9 hereof.
3. The Tenant shall be entitled to transfer the rights or obligations under this Agreement, in full or in part, to any third party during the period of the Agreement upon the Landlord's written consent under penalty of nullity.
4. No amendment to the Agreement, including its extension (the Parties exclude the application of Article 674 of the Civil Code), shall be effective, unless made in writing, save for the exceptions explicitly specified in the Agreement or the Regulations.