

TERMS AND CONDITIONS

The present document constitutes the **Legal Notice and General Conditions of Use** that regulate the access, navigation and use of the web page owned by the commercial entity LLOGUERING, S.L.: www.bcuhousing.cat (from now on, the web site), as well as the **Direct or ON-LINE hiring of the services offered therein.**

Please read this information carefully.

IDENTIFICATION DATA OF THE OWNER OF THE WEBSITE

The owner of the web domain: www.bcuhousing.cat is LLOGUERING, S.L, with CIF B62607668, registered office and for communication purposes in Balma street, 129 Bis, 3r 2^a, 08008-Barcelona, registered in the Mercantile Registry of Barcelona, Sheet B-237662, Volume 34002, Page 81.

The office of BCU HOUSING is located at Torrent de l'Olla, 219, 08012-Barcelona, being this location the reception of Tenants and Owners.

PURPOSE OF THE WEBSITE

The purpose of the website: www.bcuhousing.cat is to make available to the university community, whether foreign or not, a wide range of accommodation, in the form of apartments, rooms in shared apartments, homestays and university residences, for students, professors or university researchers. The accommodations are located in areas close to the Catalan universities and are well connected to the city center, to offer the tenant a comfortable and pleasant stay.

Likewise, the website is a platform for the Landlord to advertise his accommodation, either in the form of a complete apartment, a rented room or accommodation with a family (HOMESTAY) or rooms in university residences. BCU HOUSING is in charge of the intermediation between the owner and the members of the university community (tenants), guaranteeing the veracity of the information published on the website (conditions of the accommodation and availability).

LLOGUERING, S.L., -as owner of the website and always under the trade name of BCU HOUSING-, reserves the right to make, without prior notice, modifications to any of the points contained in this Terms and Conditions document.

Any change implemented in these Terms and Conditions that may affect the rights of the User (Owner and Tenant) will be announced on the Website reasonably in advance of its implementation. If any of the stipulations of these Terms and Conditions should be declared null and void or inoperative, the rest will be maintained, in the agreed terms.

The access to this service requires the user to be of legal age, according to the Spanish legislation, and to have sufficient legal capacity to contract by itself the services offered on this Website. For any management, in the student is a minor, the intervention of parents or legal guardians will be required to use the service and/or to get to the contract.

The access and/or use of the Website is free, as far as navigation is concerned. It is understood that by accessing and/or using this Website, the Owner and the member of the university community of the Barcelona Centre Universitari will acquire the condition of User, which implies adhesion to the General Terms and Conditions that may be applicable.

The functions of this Website are the following:

- To offer an ON-LINE platform to put in contact Owners of the accommodations with the members of the university community of the Barcelona University Centre, so that they can book accommodation (rented apartment, rented room, family accommodation, or room in a university residence), for periods longer than a month and a day of duration.
- To provide members of the university community of Barcelona University Centre with information about the characteristics of the type of accommodation they are interested in, with photographs of the rooms and services, location and information about public transport and proximity to the universities.

The ON-LINE booking of accommodation, under the conditions specified below, allows for its management from anywhere in the world and at any time, thus reducing the time and inconvenience in booking temporary accommodation for the university community.

For the Owner, the Website has the function of offering its accommodation, under the conditions specified below. BCU HOUSING reserves the right not to publish offers of accommodation that do not meet the technical and sanitary requirements established and be properly inventoried.

GENERAL TERMS AND CONDITIONS OF USE

The purpose of these General Terms and Conditions is to regulate the service of offering apartments and rooms, as well as the booking of the chosen type of accommodation, through the BCU HOUSING space, within the website: www.bcuhousing.cat.

The present General Conditions integrate and complete the Legal Notice, the Privacy Policy and Cookies, the provision of the service and the contracts signed between the Owner and the Tenant.

The use of this Website shall imply the full and unreserved acceptance of each and every one of the General Conditions of use contained in the latest updated version, on the date of signing the contract.

BCU HOUSING does not own, sell, sublet, or control, in any way, the properties published/offered on the Website, given that it does not own it, but merely provides/offers intermediary services for the contracting of the type of accommodation chosen, guaranteeing, at all times, its quality and availability.

This platform allows the Owner to advertise and offer its accommodation, in the different modalities provided by the Accommodation Exchange for students, professors and researchers, as well as how to manage it and provide certain services, to which will be referenced below.

In relation to the member of the university community interested in looking for accommodation, the scope of the functions of this Website is to offer the interested User the option of electronically formalizing the reservation of the accommodation, and arranging its visits -whose cost will be 20,00.-€ per visit- and closing the contract, by paying the fees established for the management and under the conditions indicated and detailed below.

To access the Website, offer accommodations, make reservations and contract, the User (Owner and Tenant) must have an e-mail address, as well as a personal and non-transferable password. In order to offer accommodations, make reservations or contract services it is necessary for the User (Owner and Tenant) to accept the Terms and Conditions of Use of the service that are detailed in the following section.

TERMS AND CONDITIONS OF USE OF THE SERVICE FOR THE USER/TENANT

In order to make use of this Service, the User/Tenant must fill in the Registration Form with his/her personal data and other additional data of interest (length of stay, university, course, type of stay, etc.).

At the end of the form, the "Legal Notice and General Conditions" of the use of the Service will appear, with a check box for the User/Tenant to read the conditions and, if he/she agrees with them, to accept them expressly. The acceptance of the "Legal Notice and General Conditions" is essential to be able to register definitively and to be able to make use of the services offered.

Once this step has been carried out by the User/Tenant, he/she will receive an e-mail confirming the registration and informing that he/she can now access his/her User Zone, through his/her e-mail address. As this is the system of personal access to the User Zone by the User/Tenant, this guarantees maximum

confidentiality and Security in all the operations that the User/Tenant wants to do through the web page of BCU HOUSING.

Booking the accommodation

This system allows the interested User/Tenant to make an electronic reservation request for any type of accommodation offered on the Website, indicating the check-in and check-out dates.

Before formalizing the reservation request, the User/Tenant may consult the conditions offered by each accommodation, its location, its services, and the rates of the accommodation, as well as the rates of the reservation intermediary management services (hereinafter referred to as "Reservation Fee"). It is recommended to read the "Rates and billing" section of this document.

Any User/Tenant interested in booking accommodation through this Website will have to fill in the registration form (Registration Form). At the end of the form, the "Legal Notice and General Conditions" of use of the Service will appear for the User/Tenant interested, with a check box of these Conditions, so that they can be read and accepted by the User/Tenant, if he/she agrees with them. If the User/Tenant agrees, he/she must accept the verification box of the present conditions in order to proceed to register and make use of the services offered.

In the Registration Form, the User/Tenant will enter a personal password which, together with his/her e-mail address, will form the Access password to his/her private User Zone.

When the User/Tenant makes a reservation, the accommodation is blocked until the Owner responds to his/her request (with a maximum of 72 natural hours).

Once the reservation has been made through this Website, the User/Tenant must proceed to the DEPOSIT of ONE (1) MONTH'S DEPOSIT + Booking Management Service Fee, plus the corresponding legal Value Added Tax (VAT). This amount will be paid to BCU HOUSING, by means of online payment in the virtual TPV (software responsible for managing all reservation processes) existing on the Website and will be retained by BCU HOUSING, as a deposit, until the formalization of the contract.

Once the reservation request is made through this Website, certain data of the User/Tenant, such as age, nationality, studies, university, and other data specifically required by the Owner, are shared with the Owner for the correct management of the reservation.

Both the Owner and the Tenant understand and accept that they are solely responsible for the information they may provide to the other party, for their actions and omissions in this regard, as well as for the protection of this information according to current legislation.

Confirmation

The reservation request is sent to the Owner, who will have a maximum of 72 natural hours to answer whether or not he/she accepts the reservation. Once the reservation is accepted, BCU HOUSING will communicate, in an automated way and by e-mail, the acceptance to the User/Tenant.

The REST OF THE DEPOSIT must be paid by the User/Tenant directly to the Owner (without any intervention by BCU HOUSING) within the period agreed between the parties between the signing of the contract and the CHECK-IN at the accommodation.

Cancelation policy

Art. 16 of Directive 2011/83/EU of the European Parliament and of the Council of October 25th 2011, regulates the **Exceptions to the Right of Withdrawal**:

"The Member States of the European Union shall not include the right of withdrawal referred to in Articles 9 to 15 in distance contracts and off-premises contracts which relate to: a) Service contracts once the service has been fully performed when performance has begun, with prior express consent of the consumer and with the acknowledgement by the consumer that he is aware that, once the contract has been fully performed by the trader, he will have lost his right of withdrawal."

On the part of BCU HOUSING, the contractual agreement is considered executed when the User/Tenant formalizes the reservation and once it is confirmed by the Owner. From that moment on, the right of withdrawal cannot be exercised.

In case of termination of the contract by the User/Tenant, BCU HOUSING will not refund any amount related to the Reservation Management Service Fee.

Cancellation Policy

No charge will be made for cancellation of the reservation if it has not yet been accepted by the Owner.

If the User/Tenant cancels the reservation once it has been accepted by the Owner, the following cancellation policy will apply, based on the following assumptions:

- **Being more than 30 days away from the check-in date**, BCU HOUSING will reimburse the User/Tenant 100% of the Booking Management Service Fee, plus the corresponding legal Value Added Tax (VAT), and 100% of the deposit deposited.
- **If there are between 15 and 30 days left before the check-in date**, BCU HOUSING will reimburse the User/Tenant 50% of the Booking

Management Service Fee, plus the corresponding legal Value Added Tax (VAT), and 50% of the deposit.

- **Being less than 15 days away from the check-in date**, NO amount will be refunded to the User/Tenant.

The expenses derived from the cancellation of the reservation by the User/Tenant will be paid by him/herself, exempting BCU HOUSING from any responsibility and expense.

The cancellation of the reservation by the User/Tenant must be made through the Website, in the User Area.

BCU HOUSING assumes no responsibility for the breach of the cancellation policies applied to the Owner and the Tenant.

In the event that, once the Reservation Management Service Fee has been charged to the User/Tenant by BCU HOUSING, for whatever reason, it is not possible to receive or collect the full amount to cover the reservation of the accommodation, for reasons not attributable to BCU HOUSING, an email will be sent to the User/Tenant to pay the remaining amount or pending payment, in the following 48 working hours. If the payment is not completed in full, BCU HOUSING will charge the equivalent amount to the Reservation Management Service Fee and its corresponding Value Added Tax (IVA) and will proceed to cancel the accommodation reservation, not being, in any case, this amount refundable to the User/Tenant and no amount will be transferred to the Owner.

SIGNING OF THE LEASE

BCU HOUSING highlights that it is in no way an intervening party to the lease. This contract will be signed only by the Tenant and the Owner; therefore, BCU HOUSING has no legal responsibility or liability whatsoever in the event of any dispute, disagreement, or claim between the Tenant and the Owner. BCU HOUSING will be in charge of preparing the standard lease contract and arranging the signature process to enable its execution.

Notwithstanding the foregoing, any circumstances arising from the lease shall be settled and negotiated between Tenant and Owner. BCU HOUSING shall not be a party to any negotiations regarding any deposit or warranty required by the Owner from the Tenant and reflected in the lease or any type of agreement, nor shall it mediate in any way any dispute arising out of the drafting of the lease. In the event that the parties wish to sign the contract physically, BCU HOUSING makes its offices at Calle Torrent de l'Olla, 219, 08012 Barcelona, available to them.

In this regard, BCU HOUSING advises both Tenant and Owner to carefully read the model lease or any other contractual agreement reached between both parties, as it will be the document that will regulate the relationship between them.

CONDITIONS APPLICABLE TO THE TENANT REGARDING THE ENTRY INTO THE ACCOMMODATION

The Tenant, within 24 hours from the date of entry into the accommodation, may inform, via e-mail, the Owner and copying BCU HOUSING: info@bcuhousing.cat, of any deficiency considered "serious" or "important", as well as warn of any inaccuracy of the accommodation, in relation to the characteristics/conditions indicated in the advertisement published on the Website, adding any document or photograph that evidences such deficiencies.

Serious" or "important" deficiencies are understood to be those that imply non-compliance with the conditions of habitability, a hygienic-sanitary or health risk, or those substantial modifications that differ from the description published in the advertisement.

In the event that the staff of BCU HOUSING, according to its assessment and verification of the circumstances, considers that there is a "serious" deficiency, the owner will be given a period of 72 natural hours to begin to solve such deficiencies, which must be solved definitively in a reasonable time. If the Owner does not attempt to remedy the problem within such period, he/she will be in breach of the conditions set forth in the Website, which will entitle the Tenant to cancel his/her reservation and the amounts paid will be refunded.

In the event that BCU HOUSING considers that there is no "serious" deficiency and the Tenant decides to cancel the reservation of the accommodation and terminate the contract, for unfounded reasons, the Tenant will lose the Reservation Management Service Fee, along with the corresponding legal Value Added Tax (IVA), and the payments made.

RATES AND INVOICING

When the User/Tenant makes a reservation and it gets confirmed by the Owner, the Tenant shall pay BCU HOUSING the Reservation Management Service fee, plus the corresponding legal Value Added Tax (VAT) + the first deposit, through the virtual TPV (software responsible for managing all reservation processes) available on the Website.

On the other hand, the Tenant must make a transfer to the Landlord, of the initial payment, equivalent to a monthly payment, and of the second month's deposit, in case of renting flats or rooms in shared flats, to the bank account provided by the Landlord.

Any document issued before the payment of the specific service and the corresponding invoice issued for the same, will not entail any commitment for BCU HOUSING.

Definitions and conditions of the rates or prices:

- **The Initial Payment:** is the amount that will become part of the amount of the deposit, plus the Reservation Management Service Fee and any applicable taxes according to the regulations in force, which BCU HOUSING will retain, until the signing of the contract.
- **The Rental Price:** It is the amount to be paid for the lease, plus the taxes that may be applicable according to the regulations in force and will be determined by the Owner according to his exclusive valuation. Once the lease is signed between Tenant and Owner, it will be the sole responsibility of the Owner to collect the rent from the Tenant throughout the duration of the lease. BCU HOUSING shall not be responsible in any way for the collection of any of the rent or any non-payment that may occur.
- **The Reservation Management Service Fee:** It is the amount, together with the corresponding legal VAT, that is charged to the Tenant and is **EIGHT (8%) percent of the total price of the rental contract, which BCU HOUSING will charge to the Tenant for the services provided to manage the reservation**, with a minimum of €200.00 and a maximum of €599.00, depending on the duration of the contract.
- **The Total Contract Price:** It is the total amount of rent booked for the total duration of the contract, plus any applicable taxes.
- **The Contract Extension Management Service Fee:** This is the amount together with the corresponding legal Value Added Tax (IVA) that is charged to the Tenant and is the six 6% percent of the total price of the rental contract that BCU HOUSING will charge the Tenant for the services rendered for the management of the extension with a minimum of 100.00.-€ and a maximum of 399.00.-€, depending on the duration of the extension.