

## **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](http://www.bcuhousing.cat) (from now on, the website), 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](http://www.bcuhousing.cat) is LLOGUERING, S.L, with CIF B62607668, registered office and for communication purposes in Balmes 129 Bis, 3r 2<sup>a</sup>, 08008-Barcelona, registered in the Mercantile Registry of Barcelona, Sheet B-237662, Volume 34002, Page 81.

The office of BCU HOUSING is located in 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](http://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 in areas close to the Catalan universities and well connected to the city center, to offer the tenant a comfortable and pleasant stay.

The website is also a platform where the Landlord can advertise his property, either in the form of a complete apartment, a rented room, or accommodation with a family (HOMESTAY) or rooms in university residences.

BCU HOUSING intermediates 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.

Access to this service requires the user to be of legal age, according to Spanish legislation, and to have sufficient legal capacity to contract by itself the services offered on this Website. For any management, in the case of being 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 facilitate contact between the Owners of the accommodation with the members of the university community of the Barcelona Centre Universitari, 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.
- To provide information to the members of the university community of Barcelona University Centre about the characteristics of the type of accommodation they are interested in, with photographs of the rooms and services, dimensions, 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 website: [www.bcuhousing.cat](http://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 advice and intermediation services for the contracting of the type of accommodation chosen, guaranteeing, always, its quality and availability.

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

In relation to the members 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, arranging its visits, and closing the contract, by paying the fees established for the management and under the conditions indicated and detailed below.

To access the Website, published accommodation, make reservations, and leasing contract, the User (Owner and Tenant) must have an e-mail address, as well as a personal and non-transferable password. 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/LANDLORD**

In order to be able to offer accommodation, as well as to enjoy the services offered by BCU HOUSING, the Owner must register, filling in a registration form with their data, as Owner, where at the end of it, the "Legal Notice and General Conditions" of use of the service will appear, together with a verification/acceptance box so that they can read and accept it, if he/she agrees with their content.

Once the Owner and his/her accommodation have been registered on the Website, the Owner will receive an automatic e-mail confirming the registration, in which he/she will be provided with an exclusive access password to the User Area, personal and non-transferable, whereby he/she will be able to access his/her personal data, as well as the accommodation offered, reservations, visits, contracts, invoices, etc.

BCU HOUSING on behalf of the Owner, can register the accommodation on the platform, can upload the corresponding information (characteristics, conditions, duration of the rental, bank details, direct debit order, etc.), as well as photographs and other additional documents related to the accommodation.

Also, and upon request of the Tenant, BCU HOUSING, can contact the Owner to make a petition for visiting the accommodation.

BCU HOUSING can take pictures of the property and confirm that the information provided is correct. For these purposes, the Owner will authorize BCU HOUSING staff to access the accommodation to take photographs and verify the basic characteristics of the accommodation. BCU HOUSING reserves the right to validate and monitor any information or change before the information is posted on the Website.

The Owner, by providing the bank details to BCU HOUSING, authorizes and consents that BCU HOUSING may provide, by email, these details to the Tenant whose reservation has been accepted, so that the latter can formalize the corresponding payments.

From the moment the Owner and the accommodation have been registered, he/she understands and accepts that he/she is responsible for the information that may be provided to the future Tenant, as well as for the information provided to BCU HOUSING, and for his/her actions and omissions regarding the data provided.

Likewise, the Owner agrees to provide all necessary information requested by BCU HOUSING, which includes but is not limited to:

- The location.
- The size, capacity, and characteristics of the accommodation.
- The availability of the accommodation.
- The price and payment conditions.

BCU HOUSING guarantees the characteristics and information of the accommodations on the date on which they were verified. The Owner shall maintain the accommodation in similar conditions to those shown in the advertisement. If the conditions of the accommodation differ significantly from those in the advertisement, BCU HOUSING reserves the right to remove the advertisement of that accommodation from the platform or the app.

BCU HOUSING assumes no liability for the Owner's failure to comply with applicable laws, rules, and regulations. BCU HOUSING reserves the right to, without prior notice and at any time, remove the advertisement and/or disable access to any advertisement for any logical and justified reason including those advertisements that BCU HOUSING, in its sole discretion, deems objectionable for any reason.

### **Formalization of the reservation**

Once the reservation has been made, the Tenant, must proceed to pay the deposit. The 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 BCU HOUSING will retain it, as a deposit, until the formalization of the contract. This amount will be applied, at the time, to the collection of the service fee by BCU HOUSING.

Once the reservation has been made, the accommodation will be blocked until the Owner responds to the request (with a maximum of 72 natural hours).

### **Reception of the reservation and acceptance**

The platform will send, automatically, an e-mail to the owner with the reservation request formalized by the User/Tenant.

After 72 natural hours, following the reception of the request, without the Owner's refusal, the reservation will be considered accepted by the Owner.

The Owner, by accepting a reservation, confirms that he/she is not in breach of any agreements made with third parties and that he/she complies with all applicable laws, tax requirements, and any other rule and regulation applicable to any accommodation included in the advertisement, without falling into conflict with the rights of third parties.

The minimum period for accommodation bookings shall have a duration of one month plus one day, and the Owner may, if wanted to establish a minimum stay period greater than this duration.

BCU HOUSING will charge the Owner a commission for the management of intermediation fees once the reservation has been accepted and the contract has been signed.

### **Cancellation policy**

Art. 16 of Directive 2011/83/EU of the European Parliament and of the Council of October 25<sup>th</sup> 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 the prior express consent of the consumer and with the acknowledgment 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".*

For BCU HOUSING, in relation to the Owner, the contracts are considered executed once the reservation has been formalized by the Tenant and accepted by the Owner.

If the reservation has been expressly accepted by the Owner and provided that the Owner and the Tenant have already signed the rental contract, the cancellation or termination contractual policies will be those included in the mentioned contract.

If the Owner cancels the reservation before the CHECK-IN date or before the Owner and Tenant sign the lease, BCU HOUSING will carry out its best efforts to offer a comparable product to the Tenant. In the event of it not being successful, BCU HOUSING will return to the Tenant the Reservation Management Service Fee, with the corresponding Value Added Tax (IVA) and the Down Payment.

If the Owner cancels the reservation:

- **More than 30 days in advance from the date of entry**, BCU HOUSING will not penalize the Owner.

- **Within 15 and 30 days from the date of entry**, BCU HOUSING will penalize the Owner with the amount equivalent to 25% of a monthly payment.

- **Less than 15 days from the date of entry**, BCU HOUSING will penalize the Owner with the amount equivalent to 50% of a monthly payment.

The bank charges derived from the cancellation of the reservation by the Owner will be charged to the Owner, exempting BCU HOUSING from any responsibility and expense.

BCU HOUSING assumes no liability whatsoever for a failure to comply with the cancellation policies applied to the Owner and the Tenant.

### **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 Owner.

BCU HOUSING will be in charge of preparing the standard leasing contract and establishing 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. If 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 leasing contract sample or any other contractual agreement reached between both parties, as it will be the document that will regulate the relationship between them.

### **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 transfer the Owner, the initial payment, equivalent to one month's rent and the second month's deposit in the case of

renting apartments or rooms in shared apartments, 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 + the first deposit, 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 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.