

GENERAL TERMS AND CONDITIONS OF RESIDENTIAL AGREEMENT FOR INTERNATIONAL VISITING STUDENTS OF TARTU STUDENT VILLAGE NON-PROFIT ASSOCIATION

Valid from 01.07.2020

Annex No. 1 to Residential Agreement

1. GENERAL PROVISIONS

1.1. The Parties follow this Residential Agreement (hereinafter the Agreement), annexes thereto and the law applicable to the lease of property.

1.2. Under the Agreement, the Landlord as the possessor of the property grants the Tenant use of the property constituting the object of the Residential Agreement for a charge.

1.3. The Landlord possesses the property constituting the object of the Residential Agreement on the basis of the ownership of such property and the lease agreement entered into with the University of Tartu.

1.4. The Tenant ensures the preservation, purposeful use and maintenance of the property that the Tenant is granted use of and the return of the property upon expiry of the Agreement.

1.5. The Tenant hereby represents and warrants that they have examined the privacy policy of the Tartu Student Village Non-profit Association /MTÜ Tartu Üliõpilasküla/ available on the website of the Landlord and have understood the policy.

1.6. The Tenant is liable for ensuring that their contact details (telephone, e-mail, postal address) and bank details indicated in the Agreement are functioning and valid. The notices set out in the Agreement are considered as having been delivered to the Tenant within three days after the Landlord has sent such notices to the e-mail or postal address indicated in the Agreement.

1.7. The Tenant has examined the price list available on the www.studenthostel.ee website of the Landlord, which constitutes the annex to the General Terms and Conditions of the Agreement and which sets out the prices of the services to be provided and rates of compensation for expenses. This price list forms an integral part of these General Terms and Conditions.

2. OBJECT OF AGREEMENT

2.1. The object of the Residential Agreement consists of the property possessed by the Landlord, comprising a residential room, common rooms and inventory items therein. The object of the Residential Agreement and condition thereof are specified in the record of delivery and receipt of the room(s) and property that forms an integral annex of the Agreement.

2.2. Before entering into the Agreement, the Tenant has the right to inspect the property constituting the object of the Residential Agreement and, having entered into the Agreement, to use the property

constituting the object of the Residential Agreement as a residence in accordance with the Internal Rules of the Tartu Student Village Non-profit Association (hereinafter the Student Village).

2.3. The property constituting the object of the Residential Agreement may also be used by other people who have entered into a residential agreement with the Landlord, depending on the number of occupiers authorised for the room leased.

3. PAYMENTS UNDER AGREEMENT

3.1. The Tenant shall pay rent to the Landlord for the current month. The amount of the rent is specified on the title page of the Agreement and depends on the number of tenants occupying the room. In addition to the rent, the Tenant shall pay the Landlord for other services according to the price list established by the Landlord. The rent invoice is deemed as being delivered to the Tenant within the period of three days after sending the invoice in accordance with clause 5.1.3 of the General Terms and Conditions.

4. SECURITY DEPOSIT

4.1. By paying the security deposit specified on the title page of the Agreement, the Tenant guarantees the timely and proper performance of the obligations to the Landlord arising from the Agreement upon the expiry of the Agreement.

4.2. During the term of the Agreement the security deposit shall not be used to set off outstanding amounts that have not been paid.

4.3. The amount of the security deposit is specified on the title page of the Agreement. The rent invoices of the penultimate month and last month of the Agreement will be paid on account of the security deposit, i.e. the Landlord will deduct these rent amounts from the security deposit.

4.4. The security deposit will be returned to the Tenant within twenty (20) business days after the expiry of the Agreement provided that the Tenant has performed any and all obligations to the Landlord arising from the Agreement. Upon failure to perform the obligations, the Landlord has the right to deduct penalties for late payment, outstanding rent, the value of damaged or lost pieces of furniture or other property and, where necessary, cleaning expenses from the security deposit.

If the remaining balance of the security deposit is smaller than the transfer fee, it will not be returned by

way of a bank transfer. The costs of an international transfer will be paid by the beneficiary, which means that the transfer fee will be deducted from the return payment of the security deposit payable to the Tenant.

4.5. In the event that the Tenant enters into a new residential agreement with the Landlord after the expiry of this Agreement, the security deposit will be used as a security deposit for the new agreement.

5. OBLIGATIONS OF PARTIES

5.1. The Landlord is required to:

5.1.1. grant the Tenant use of the property constituting the object of the Residential Agreement, incl. one set of keys and one access card;

5.1.2. intermediate the accessory services necessary for using the property leased;

5.1.3. submit to the Tenant e-invoices for the rent and other services on the e-kyla environment (on the e-kyla login page at the www.studenthostel.ee website) and/or to the e-mail address of the Tenant by the 10th day of each month, at the latest;

5.1.4. grant the Tenant use of other equivalent property, provided that such property is available, where the object of the Residential Agreement has become unfit for use for reasons arising from the Landlord, except in the case of the renovation of the residence hall.

5.2. The Tenant is required to:

5.2.1. use the property constituting the object of the Residential Agreement prudently and in accordance with the Internal Rules and grant the Landlord's representatives unhindered access to all the premises for the purpose of eliminating accidents and failures;

5.2.2. refrain from damaging any property of the Landlord or the University of Tartu;

5.2.3. duly comply with any orders, directives and precepts of the Landlord's representative and the Internal Rules, fire safety and other rules established;

5.2.4. keep the property leased in good condition and obtain the Landlord's written approval in respect of any alterations to be made to the property;

5.2.5. immediately inform the Landlord's representative of any emergencies, fires, etc., on the premises, taking prompt measures to immediately eliminate the emergencies and any consequences thereof and to ensure the safety of the occupiers;

5.2.6. be materially liable for the preservation and maintenance of the property delivered to the Tenant and compensate for the damage caused or the expenses incurred for putting the property in order;

5.2.7. return the property to the Landlord not later than on the date of expiry of the Agreement at least in the same condition that the Tenant received it, normal wear and tear excepted;

5.2.8. pay the rent, accessory expenses and other service fees on the basis of the submitted invoices by the 24th of each month to the bank account of the Student Village as indicated on the invoice;

5.2.9. when making the payments, incl. when paying the security deposit provided by clause 4.1 of the General Terms and Conditions, pay the associated bank transfer fees;

5.2.10. notify the Landlord of the validity of their visa or residence permit at the time of entry into the Agreement, of the expiry of their residence permit, of a change in their name, home address, telephone number or e-mail address and of the issue of a new visa or residence permit immediately, and of the suspension or completion of studies within ten days following the suspension or completion.

5.3. The Parties agree that:

5.3.1. any and all notices arising from the Agreement may be sent via the e-kyla program. Where a notice has been sent via the e-kyla program, it is deemed as being delivered to the other party and the party is deemed to have had a reasonable opportunity to examine the notice when three business days have passed from sending the notice;

5.3.2. if the Tenant informs the Landlord of the desire to terminate the Agreement, the Tenant also grants the Landlord's representative the right to access, without prior notification, the relevant room in order to show it to a prospective tenant, and the Tenant is required to notify their roommates or flatmates of the same.

6. RIGHTS OF PARTIES

6.1. The Landlord has the right to:

6.1.1. require that the Tenant perform the obligations specified in the Agreement;

6.1.2. inspect the purposeful use, preservation and maintenance of the property constituting the object of the Residential Agreement and, where necessary, issue the respective mandatory precepts;

6.1.3. demand that the Tenant pay a penalty for late payment at the rate of 0.02% per day on the outstanding amounts of rent and other payments until the outstanding amounts have been paid;

6.1.4. start calculating the penalty for late payment from the day following the due date of payment until the day of receiving the payment or set-off (included);

6.1.5. in the case of invoices that are not paid by the due date, set off against the payment effected, as a first priority, the penalties for late payment calculated on the outstanding payment, and only after this, the outstanding principal debt of the Tenant;

6.1.6. in the case of a breach of the Internal Rules, demand compensation for damage caused according to the rates provided on the website of the Landlord specified in clause 1.7 of the Agreement. A

fundamental breach is considered to include, but not be limited to, smoking or preparing food in an area that is not designated for such purpose, removal or blockage of a smoke detector, obstructing cleaning of premises and causing a security patrol, the Rescue Board or police to be called out, etc.;

6.1.7. enter into agreements permitting other people to use the object of the Residential Agreement in accordance with the number of occupiers authorised for the room.

6.2. The Tenant has the right to:

6.2.1. require that the Landlord perform the obligations specified in clause 5.1 of the General Terms and Conditions;

6.2.2. in the event the property becomes unfit for use through no fault of the Tenant, require that the Landlord replace the property with an equivalent property, informing the Landlord thereof in writing in advance.

7. LIABILITY OF PARTIES

7.1. The parties bear full material liability for failure to adhere to the terms and conditions of the Agreement as well as for causing damage upon leasing the property.

7.2. The Landlord is not liable for the preservation of the Tenant's property in the room leased to the Tenant.

7.3. In the case of non-preservation of property on the common rooms, the Tenant will bear joint and several liability with other tenants.

8. AMENDMENT AND TERMINATION OF AGREEMENT

8.1. The terms and conditions of the Agreement may be amended pursuant to the procedure laid down in the Agreement and annexes thereto or by a written agreement of the parties.

8.2. The Landlord has the right to cancel the Agreement on an extraordinary basis without following the terms of cancellation if:

8.2.1. the Tenant uses the property in conflict with the intended purpose thereof or has granted use of the property to third parties without the Landlord's consent;

8.2.2. the Tenant has damaged the property intentionally or due to negligence;

8.2.3. the amount of the rent or other payments owed exceeds the amount of the rent or other payments payable for two months;

8.2.4. the Tenant is deleted from the matriculation register or their residence permit has expired, or a bankruptcy petition has been filed against them;

8.2.5. the Tenant fails to observe the rules and directives set out in the Agreement and other instructions that the Tenant is required to comply with;

8.2.6. there are any other important grounds that provide the Landlord a reason to presume that the Tenant is unable to perform the obligations assumed under the Agreement;

8.2.7. the Tenant fails to perform clause 5.2.5.

8.3. Upon failure to perform any debt obligations arising from the Agreement, the Tenant is required to compensate for any expenses related to the proceedings of a debt claim in accordance with the price list set out on the website of the Landlord (incl. costs for legal assistance or collection services). In the event of legal proceedings, the Tenant must also compensate for the corresponding procedural expenses (incl. state fee, legal assistance, etc.).

8.4. The Tenant is required to vacate the object of the Residential Agreement on the date of expiry of the Agreement and deliver it to the Landlord's representative. Otherwise the Landlord has the right to take the following steps:

8.4.1. to enter the room used by the Tenant;

8.4.2. to clear the room of the Tenant's personal belongings, taking possession of them until handing them over to the owner and guaranteeing their preservation for three months after the date of expiry of the Agreement. Upon taking custody and delivery of the property, the respective records will be drawn up.

8.5. Should the Tenant delay in vacation and/or delivery of the object of the Residential Agreement, the Tenant is required to make payments corresponding to the monthly rent and other payments to be made under the Agreement, as well as the amount of lost income (loss) at the rate of 10% of one month's rent for each day by which delivery is delayed. The parties deem that the loss has been evidenced in this respect (10% of one month's rent).

8.6. The Agreement expires upon the expiry of the term thereof, unless the parties have entered into an amendment to the Agreement concerning the extension of the term for the next period. A Tenant studying at the University of Tartu has the preferential right to extend the term of the Agreement. To extend the term of the Agreement, the Tenant is required to submit a request for the extension of the term of the Residential Agreement to the Landlord not later than 30 days prior to the expiry of the Agreement. To extend the term of the Agreement, the parties must reach an agreement and formalise a written amendment to the Agreement that may also provide for other terms and conditions to be agreed upon (e.g. an agreement on the increase in rent). If the Landlord does not agree to extend the term, the Agreement expires upon the expiry of the term thereof.

9. SETTLEMENT OF DISPUTES

9.1. Any disputes arising from the Agreement shall be settled by way of negotiations. Upon failure to reach an agreement, the disputes shall be settled in the Tartu Courthouse of the Tartu County Court.

9.2. The Agreement and annexes thereto are drawn up in Estonian. At the Tenant's request, they are

provided with an English translation of the annexes to the Agreement. The English translation of the annexes to the Agreement can be found from website www.studenthostel.ee. Any disputes shall be settled according to the Estonian Agreement, not the translations.

Annex No. 2 to Residential Agreement

INTERNAL RULES OF TARTU STUDENT VILLAGE NON-PROFIT ASSOCIATION

1. GENERAL PROVISIONS

1.1. These Internal Rules (hereinafter the Rules) govern the relations between the Tartu Student Village Non-profit Association /MTÜ Tartu Üliõpilasküla/ (hereinafter the Student Village) and people (hereinafter the Tenant) leasing the premises of residence halls possessed by the Student Village under the Residential Agreement (hereinafter the Agreement), and stipulate the rules of conduct that the Tenant is required to observe in the residence hall and the territory of the Student Village and rules of conduct for people visiting the Tenant at the residence hall.

1.2. The Rules are obligatory for all the Tenants and other people who stay on the territory and residence halls of the Student Village and who lease the premises.

1.3. Matters not covered by the Rules or arising from the interpretation of the Rules are settled on a case-by-case basis by the representative of the Student Village.

2. GENERAL RULES IN RESIDENCE HALLS

2.1. It is prohibited to do the following in the residence hall and the territory of the Student Village:

2.1.1. use the premises for purposes other than for residence (business activities, production, meetings of societies, organisations, etc.);

2.1.2. grant third parties the use of the premises without the permission of the Student Village;

2.1.3. grant third parties the use of any property owned by the Student Village located in the residential room;

2.1.4. take any pieces of furniture and equipment located on the common rooms of the residence hall into exclusive use;

2.1.5. break, spoil or cause any damage to the property of the Student Village (furniture, equipment, lighting fixtures, doors, door locks, windows, mailboxes, smoke detectors in rooms and buildings, fire extinguishing equipment, technical systems, etc.);

2.1.6. smoke (incl. hookahs and e-cigarettes) in the residential room, hallways, stairwells and lounge of the residence hall;

2.1.7. store and distribute narcotic, toxic and inflammable substances;

2.1.8. consume narcotic or toxic substances and move about while under the influence of narcotic or toxic substances;

2.1.9. consume alcohol on the territory of the Student Village and common rooms of the residence halls and move about under the influence of alcohol;

2.1.10. keep animals;

2.1.11. leave any inside and entrance doors unlocked if these can be locked;

2.1.12. install electrical equipment and wiring without any authorisation;

2.1.13. use self-made heating elements and electric stoves;

2.1.14. place the inventory items located in the residential room in the hallways or common rooms;

2.1.15. store personal belongings (e.g. bicycles) on common rooms and evacuation routes;

2.1.16. drill holes in the walls, ceilings, floors, doors, etc., of rooms or damage the walls, ceilings, floors, doors, etc., in any other manner;

2.1.17. breach public order in any manner.

2.2. The Tenant is required to:

2.2.1. keep the residential room, common rooms and the territory of the Student Village clean and tidy;

2.2.2. not leave electrical appliances switched on without any supervision;

2.2.3. use water and electricity in an economical manner and reduce the heat intensity when leaving the room of the residence hall for more than 24 hours during the heating period (no. 2 or 3 on the thermostat of a radiator);

2.2.4. adhere to the fire safety and environmental protection requirements;

2.2.5. make sure that the door of the residence hall is locked when exiting and entering the residence hall;

2.2.6. notify the representatives of the Student Village of any breaches of the Rules, as well as of any other violations of law and criminal offences and misdemeanours committed, to be committed or planned;

2.2.7. adhere to any lawful orders of the security service and representatives of the Student Village;

2.2.8. notify the Student Village immediately of any failures, emergencies and other events jeopardising the preservation of the property of the Tenant, the Student Village and/or other residents of the residence hall by sending an e-mail to info@campus.ee and do anything in their power to avoid or minimise the damage. The user is required to compensate for the damage caused to the Student Village or increase in such damage if it was caused or if it increased as a result of wrongful failure to perform an obligation of the user as prescribed in this clause.

2.3. It is prohibited to change door locks or install new door locks without any authorisation in the Student Village.

2.4. The Student Village has the right to collect from the Tenant the damage caused to the Student Village by breach of clause 2 by the Tenant. If the person at fault cannot be found, the tenants of the room, apartment, floor or residence hall bear joint and several liability for the damage caused to the Student Village.

3. VISITORS

3.1. The Tenant has the right to receive guests between 7:00 a.m. and 11:00 p.m. provided that this does not disturb fellow tenants.

3.2. A visitor is required to adhere to these Rules when staying in the residence hall and the territory of the Student Village. The Tenant is required to inform the visitors of the applicable Rules.

3.3. The Tenant is liable for the actions of their visitors in the territory and residence halls of the Student Village.

3.4. The Student Village has the right to collect the material damage caused by the visitors from the Tenant.

4. CLEANING

The Tenant is required to:

4.1. clean the premises granted to the use of the Tenant, sort rubbish and take the rubbish to the respective containers located outside;

4.2. after using the kitchen, clean the kitchen and the stove; upon leaving the kitchen, switch off the stove and other electrical appliances.

4.3. WEEKLY CLEANING

4.3.1. Cleaning starts at 10:00 a.m. and lasts approximately until 2:00 p.m.

4.3.2. Please remove all personal belongings from the kitchen, living room and shower floors / bed for the cleaning time.

4.3.3. You are expected to vacate the room during the cleaning time. If you do not vacate the room or let the cleaning ladies in (e.g. you have locked the door, you are sleeping), cleaning will be postponed for a week.

When the cleaning is postponed twice, the user has to pay a fine of EUR 30.

4.3.4. Bed linen and blankets/pillows are provided by the dormitory. The bed linen set is changed for a fresh one once a week. Leave your used bed linen on the floor in front of the bed in the morning. If your bed linen is not on the floor, the cleaning service considers it as your wish not to replace the laundry and it will be postponed for two weeks. Note: do not send your personal laundry to washing service, as we only service the dormitory's standard laundry.

5. QUIET HOURS

The quiet hours of the residence hall last from 11:00 p.m. to 7:00 a.m. During the quiet hours it is prohibited to do anything that may disturb the quiet hours of residents of the residence hall in the residence hall and surroundings thereof.

6. ACCESS CARD AND RIGHTS

6.1. The access card and keys are provided by the Student Village to the Tenant on the basis of the Residential Agreement and identity document of the Tenant to enable the Tenant to access the residence hall round-the-clock.

6.2. The representative of the Student Village enters the rights of the Tenant for accessing buildings and rooms on the access card.

6.3. It is prohibited to deliver the access card and keys provided to the Tenant to third parties and the Tenant is required to avoid a situation where the card falls into the hands of third parties.

6.4. If the access card is lost, the Tenant is required to immediately notify the Student Village thereof.

6.5. If the Tenant has lost or damaged the access card provided to the Tenant, the Tenant shall submit an application for a new access card to the Student Village and compensate for the cost thereof on the basis of the applicable price list.

6.6. Upon the expiry/termination of the Residential Agreement, the Tenant returns the access card to the Student Village along with the room keys. Should the Tenant fail to return the card and the keys, the Tenant is required to compensate the Student Village for the cost of the card and the keys on the basis of the applicable price list.

6.7. The purpose of using the surveillance equipment (access card, surveillance cameras) is to ensure the security of people and property. Personal data are processed in accordance with the privacy policy of Tartu Student Village Non-profit Association available at www.campus.ee.

7. WASTE MANAGEMENT

In accordance with the local government Waste Management Regulations, rubbish must be sorted and disposed of only in the containers prescribed for the corresponding type of waste. Unsorted rubbish can only be disposed of in the container for household waste (marked "Olmejäätmed").

8. REPAIRS OF LEASED PREMISES

8.1. The Tenant is not allowed to perform electrical work, drill holes and apertures or mount furniture, commodities and household appliances on the wall in the rooms of the residence hall. This may only be carried out by the Landlord's representative.

9. FIRE SAFETY

9.1. Read the instructions on how to act in the event of emergency displayed on the notice board of the residence hall and website of the Student Village.

9.2. Avoid causing false alarms – these may be caused by the use of humidifiers as well as of various sprays and similar agents in the vicinity of the sensor.

9.3. It is prohibited to use open fire in the residence halls.

9.4. Do not use any electrical appliances whose power exceeds 1,500 W or several appliances simultaneously if their combined power exceeds 2,000 W in any residence hall.

9.5. If you notice an indicator light of the smoke detector that is lit all the time, immediately call the hall manager or receptionist.

9.6. When discovering a fire in the residence hall, immediately activate a manual fire alarm call point in the hallway and call the emergency telephone number 112.

9.7. When fire alarms ring out, follow the fire emergency plan, preparing for evacuation unless instructed that it is not necessary to evacuate or that this is a false alarm by authorised personnel. Always use the nearest SAFE evacuation route for evacuation. In the case of cold weather, be sure to take warm clothes with you. Inform the hall manager or receptionist and other people staying in the building, where possible. Should it be possible to limit the spread of the fire or extinguish it without putting yourself or others in danger, do so immediately.

10. EXPIRY OF AGREEMENT AND CHECKING OUT OF RESIDENCE HALL

10.1. The Tenant is required to vacate the premises upon the expiry of the Residential Agreement.

10.2. The premises delivered by the Tenant must comply with the condition described in the record of delivery and receipt of the room(s) and property and the Tenant is required to return any inventory items handed over to the Tenant upon delivery of the premises.

10.3. When checking out of the residence hall, the Tenant is required to clean the residential room used by the Tenant and remove all the personal belongings from the room leased as well as from the common rooms.

10.4. The representative of the Student Village will inspect the condition of the leased premises prior to signing the record of delivery and receipt.

10.5. If the inventory items (e.g. table, chair, shelf, etc.) granted in the use of the Tenant are lost or damaged during the time these have been in the possession of the Tenant, the Tenant is required to compensate the Student Village for the current value thereof.

The General Terms and Conditions of the Residential Agreement and the Internal Rules of the Student Hostel have been approved by the Management Board of Tartu Student Village Non-profit Association on 5 June 2020.