UPKOT GENERAL TERMS AND CONDITIONS
for an ideal study and living environment

Preamble Definitions

In these General Terms and Conditions the following definitions apply:

Upgrade Estate Group:	Ltd. Upgrade Estate Group, with registered office at 9051 Ghent, Amelia Earhartlaan 2/201 en and with company number 0400.927.922.
Limoengroen:	Ltd. Limoengroen, with registered office at 9051 Ghent, Amelia Earhartlaan 2/201 and with company number 0840.067.015.
Upkot coach:	The manager's employee who provides the tenants with assistance and advice regarding any questions or concerns.
Landlord:	The owner of the student accommodation, or his/her/its special representative.
Tenant:	Any person who concludes a tenancy agreement via the manager.
Student accommodation:	The room or studio apartment rented by the tenant.
Building:	The property in which the student accommodation is located.
Tenancy inspection:	The prepared detailed schedule and assessment regarding the condition of the student accommodation.
EHWI:	The collective term for electricity, heating, water and internet.
Tenancy agreement:	The agreement between the tenant and the landlord concerning the rental of the student accommodation, which contains provisions regarding the rent, EHWI, deposit and duration of the contract.
General Terms and Conditions:	These General Terms and Conditions apply to all tenants.

The tenancy agreement and the General Terms and Conditions are jointly referred to as the contract.

Article 1 Key transfer

Together with the key transfer, a tenancy inspection will be made. The appointment for this will be made in advance via an online appointment calendar (first come, first served).The key or badge will only be issued after the following points have been paid for via our online payment platform:

The tenant will receive one copy of the key or badge which provides access to the front door and the common areas of the building as well as the student accommodation. In the case of loss or damage, the Upkot coach or another employee of the manager should be notified immediately. A new copy will be provided upon payment via www.upkot.be/webshop. Additional copies can also be obtained through the webshop. Additional copies purchased are non-refundable at the end of the lease.

If the tenant makes use of the designated emergency procedure to access the building or the student accommodation (for example via a master key or emergency code) and misuse is established, including failure to return the badge or key in a timely manner (within one hour), an administrative fee of EUR 150 (VAT included) may be charged to the tenant.

Article 2 Fire safety

2.1 The tenant is obliged to take out an insurance policy with an approved Belgian insurance company to cover his/her liability and to cover the contents against fire, storm, explosion, lightning and water

damage, in accordance with the statutory requirements and obligations. It is the tenant's responsibility to ensure that his/her contents are properly covered.

For students who live with their parent(s) the fire insurance of the main residence often also covers the room as a second home. Don't forget to check with your insurance company.

2.2 To ensure the safety of all tenants, a general smoking ban applies in all buildings and student accommodations rented out and/or managed by the manager. Smoking and vaping (or any other type of electronic cigarette) is only permitted in designated (outdoor) spaces. Cigarette butts must always be put out in the ashtrays provided.

2.3 In order to be properly informed, the tenant undertakes to cooperate fully with and to participate in the regular fire drills organised by the manager.

2.4 No objects may be placed in common corridors or stairwells of the building.

2.5 Fryers, fondue and bbq sets, candles, incense, etc. are not allowed in the student accommodation or the common areas of the building.

2.6 It is strictly prohibited to cook within the student accommodation if it is not equipped with an installed kitchen. Cooking shall be understood as the preparation of hot meals or the use of kitchen appliances that produce steam.

2.7 Taping the smoke detectors is strictly prohibited.

2.8 There is a general prohibition on installing coat hooks on the entrance door of the student accommodation. These fire doors must remain free of obstacles at all times.

2.9 If the tenant or his/her visitors are responsible for falsely setting off the fire alarm, intervention costs in the amount of 100 EUR (excluding VAT) will be charged for each event. In case the fire department and/or police have intervened, any costs involved will be charged to the tenant.

2.10 The tenant undertakes to use exclusively electrical appliances, power strips, and accessories that comply with the applicable safety standards and bear a valid CE marking. The use of defective, damaged, or non-certified electrical appliances is prohibited.

Article 3 Peace, quiet and good behaviour

3.1 The tenant must behave with respect towards other tenants, the Upkot coach and neighbours, both in the common areas of the building and in his/her student accommodation. In particular, everyone's night rest must be respected between 10 p.m. and 7 a.m. Parties or large gatherings are not allowed in the building except with the consent of the Upkot coach.

Noise at night caused by the tenant, or by any other person to whom the tenant has given access to the common areas of the building or to the student room, will not be tolerated.

3.2 A zero-tolerance policy applies with regard to drug use (both soft and hard drugs and the trade of it) and discriminatory behaviour in the building (both in the common areas of the building and in the student accommodation). The use and trade of any product containing cannabidiol (CBD) are strictly prohibited. The visual resemblance of such products to cannabis, classified as a soft drug, complicates the enforcement of a consistent policy regarding the regulation of drugs. Any breach of this policy

shall be irrevocably considered as the third breach as referred to in article 23 of these General Terms and Conditions. Any case of discrimination and/or the use of drugs can at all times be reported anonymously via respect@upkot.be.

Article 4 Order, tidiness and maintenance

4.1 The tenant undertakes to reside in and maintain the student accommodation with due care and diligence.

4.2 In order to avoid costs at the end of the tenancy agreement, an announced visit will be organised by the manager at least two times each academic year to verify that there are no technical problems and that damage due to a lack of proper maintenance is unlikely. In the absence of any objection, it shall be assumed that the tenant grants permission, regardless of their presence at the time of such inspection. A lack of inspection or tolerance by the landlord or the manager does not constitute a waiver of landlord 's or the manager's rights.

The landlord and the manager undertakes to ensure the tenant's quiet enjoyment and will only enter the student accommodation for the purpose of an announced visit, to check hygiene, safety, technical maintenance/repairs or force majeure.

If during the announced visit it reveals that the student accommodation is not being maintained in accordance with article 4.1, an additional announced visit will be conducted. In case the general maintenance still shows signs of negligence, a notice of default will follow in accordance with article 23.

4.3 The maintenance of the corridors, staircase and common sanitary facilities of the building are the responsibility of the Upkot coach. The tenant treats the communal areas with the necessary respect in terms of their cleanliness.

For the communal kitchens and living areas in the building, there is a weekly/biweekly 'floor managers' system. The tenants are responsible for cleaning these areas and the appliances therein by means of a rotation system and by means of a shared bank. The tenants will ensure that the kitchens and living areas are always clean for the weekend and the rubbish bins are emptied, under the watchful eye of the Upkot coach. In the event that the tenant fails to fulfil their obligation to participate in the scheduled cleaning duties, the manager reserves the right to engage a professional cleaning service at the sole expense of the defaulting tenant. At the end of each semester we ask the tenants to help out at the big kitchen clean-up. If the kitchen is not in optimal condition by the agreed time, the landlord may recover the cost of professional cleaning of the common area from all members of the kitchen.

4.4 The tenants must bring their own kitchen equipment and small kitchen appliances. For tenants who share a kitchen, this preferably takes place in consultation with the other tenants. Each tenant is assigned a fixed space in the refrigerator and freezer in the communal kitchens, as well as a fixed space for the storage of dry food. Plates, cups, pans, etc. are placed in common cabinets (and/or student accommodation), this to promote order and optimal use of the cabinet space.

4.5 Equipment and furniture provided by Upkot in the common areas should not be moved to the privates, but remain present in the areas provided for that purpose.

4.6 If there is a 'Laundry room' in the building, the tenants have the option to use it , by means of a payment and subject to prior reservation. After use, the tenant must always leave the Laundry Room

clean and tidy and clean the necessary filters. The tenant is responsible for bringing his/her own detergent and fabric softener.

4.7 The windows in the student accommodation must be cleaned regularly by the tenant. At least once a year, the manager will provide a window cleaning Estate Group for the entire building, during which the exterior of the windows of the student accommodation and thus the hard-to-reach places are cleaned.

4.8 The control of vermin is at the expense of the tenant, unless already present at the start of the rental period. In order to minimize the risk of bedbugs etc., the manager advises to provide the student accommodation with a new mattress and not to bring a second hand mattress.

Article 5 Visitors

Visitors are allowed in the building, however, there may be no more than five visitors at any one time. Visitors are also allowed to stay overnight occasionally, but frequent overnight stays by non-tenants are not permitted.

Article 6 Exceptional measures

If exceptional measures are imposed by the government (e.g. a pandemic), the manager will be obliged to follow them and therefore draw up and announce new agreements.

Article 7 Common areas / means of transport

Some buildings have common spaces and/or common means of transport. Separate provisions apply to the reservation and use of these. You can consult the rules and practical arrangements on site or with the Upkot coach**.**

Article 8 User data

External applications are used for some facilities in the buildings (e.g. booking of washing machines). The tenant agrees that the manager may provide his/her email address for this purpose, so that the tenant can use these applications correctly.

Article 9 Waste disposal

Rubbish should be sorted by the tenant at his/her own initiative, according to local standards, possibly in the appropriate rubbish containers. tenants who use the communal kitchens in the building are automatically part of the rotation system as developed and communicated by the Upkot coach.

When moving, the tenant is asked not to place any large cardboard boxes and plastic film in the containers, but to either take them home or to a container park. It is not permitted to place any furniture or other materials in the garbage room.

Article 10 Internet

Upkot provides on average the following internet speeds in the building:
- Downloads: 40 - 50 megabits per second;
- Uploads: 10 - 20 megabits per second;

Please note that Internet speed may decrease depending on the number of active users in the same time frame.

The provider may vary from building to building.

The tenant shall not use or cause to be used the equipment for unlawful acts, the committing of criminal acts and/or for acts contrary to Netiquette.

Article 11 Blockages

It is forbidden to throw or leave waste/ hair/wet wipes/sanitary pad/contraceptives… in the wash basin, shower or WC. The costs of unblocking drains are borne by the tenant. It is the responsibility of the tenant to regularly clear the drains to prevent potential blockages.

Article 12 Maintenance, malfunctions and damage

Unless otherwise provided by law, the tenant is required to bear maintenance work, work to improve the student accommodation and the resulting nuisance, without being entitled to any compensation and without being present. The planning of any work will always take place in consultation with the tenant, as far as possible. The landlord will not carry out major repairs during the exam period unless these repairs are urgent.

The landlord cannot be held liable in the event of utility failures (heating, water, electricity, internet, etc.) or for personal damage incurred anywhere in the building or in the student accommodation. In such a case, the tenant is not entitled to any compensation or damages.

Article 13 Pets

Keeping animals or pets of any kind is prohibited.

Article 14 Upkot animals

The Upkot animals should always be treated with respect and should be fed only in accordance with the existing instructions or on the instructions of the Upkot coach.

Article 15 Bicycle and car parking spaces

15.1 Bicycles should always be kept in the bicycle shed provided. Incorrectly parked bicycles will be removed at regular intervals. Once a year, the manager will organize a pre-announced bike clearance in order to locate abandoned bikes.

15.2 Existing car parking spaces may be used only by tenants (or their visitors) who have entered into a tenancy agreement for this.

15.3 Motorbikes are not allowed to park in a bike area that is fully covered and enclosed, due to CO2 standards.

15.4 Electric means of transport may only be parked and charged in the bicycle storage area.

Article 16 Maintenance and repairs

16.1 The tenant is responsible for minor repairs to the student accommodation. The tenant is also responsible for the repairs necessary to ensure use with due care, which are required as a result of the use contrary to the intended use, as well as for the repairs resulting from his/her failure to report such use in accordance with article 16.2 of the General Terms and Conditions.

16.2 The tenant is obliged to immediately report any repairs required and for which the landlord is responsible to the Upkot coach or an employee of the manager. The tenant also undertakes to always immediately report vandalism or other damage, both to the student accommodation and to the common areas of the building, to the Upkot coach or an employee of the manager. The tenant is responsible for the damage he/she caused (by his/her negligence), as well as damage caused by anyone that he/she granted access to the common areas of the building or the student accommodation. If a repair is necessary, it will always be coordinated and carried out by the manager.

16.3 All tenants are jointly and severally liable for any abnormal damage to the common areas of the building if the person responsible for this abnormal damage cannot be identified. The damage will be distributed pro rata among the users.

Abnormal damage is understood to mean repairs within the scope of the daily use of the common areas: kitchen and/or leisure area, communal sanitary facilities, bicycle storage, and waste disposal area, such as the following non-exhaustive list:

- repairing the toilet or toilet seat;
- unclogging the sink, basin, or shower;
- minor repairs to kitchen appliances resulting from misuse, improper use, or poor maintenance;
- any other damage caused by the users (tenants inluding visitors), whether intentional or not.

16.4 The tenant will replace light bulbs that burn out in the student accommodation (oven and hood light bulbs included) with the same samples as originally provided by the Manager. These light bulbs can be obtained from the Upkot coach after purchase via www.upkot.be/webshop.

16.5 Wall decorations are permitted to be affixed in the places provided for this purpose only. Painting or wallpapering of the student accommodation is not permitted without prior written consent of the student coach. If the walls are damaged, (holes, stripes as well as damage due to drawing pins and/or sticky tape and so on) the entire wall surface must always be repainted. The costs incurred for this will be borne by the tenant or charged upon the release of the deposit. If the tenant decides to take care of the paintwork him- or herself, he/she must request the correct details for the paint, including the colour code, from the Upkot coach or the painting can be ordered from the online shop if it is ordered in time.

16.6 It is not permitted to close the ventilation valves in the room, as the proper functioning of the ventilation is extremely important for the maintenance of the room. If it appears that the valves are closed in any case, the costs of each additional intervention will be charged to the tenant.

Article 17 Correctly closing of the student accommodation

The tenant will always ensure that the building and his/her student accommodation are correctly closed. The landlord and/or the manager is/are not responsible for the theft of personal belongings when these are left behind in the common areas of the building and/or in the student accommodation.

Article 18 Extra appliances

If the tenant wishes to install extra electrical appliances, such as fridges, freezers, air conditioners, an oven and so on, in the student accommodation or in the common areas of the building, he/she is obliged to report this to the Upkot coach prior to the installation of the appliance. In the event an electrical appliance is installed, Limoengroen can charge a supplement of 24,2 EUR (including VAT) to the respective tenant per started month and per electrical appliance. If the tenant removes the appliance, it is his/her responsibility to immediately notify the coach. It is not possible to retroactively adjust the Limoengroen invoice.

If it becomes apparent during the four-monthly inspection that an extra appliance has been installed without reporting this in advance to the Upkot coach, Limoengroen can charge the tenant in question the supplement of 24,20 EUR (including VAT) per month and per appliance overall for an entire rental year.

Article 19 On-call duty

In case of problems or questions, one can contact the Upkot coach or another manager's employee during working hours, who will come on site if necessary. Outside of these hours, a manager's representative can always be contacted in case of an emergency via the number below. **Emergency number: +32 9 395 98 98**

However, if it later appears to have been an unnecessary or avoidable intervention, a fixed sum of 50 EUR (excluding VAT) will be charged to the caller/originator and 100 EUR (excluding VAT) in case of an unnecessary intervention on site.

Unnecessary or avoidable interventions means:
- technical interventions that are unnecessary;
- interventions for violations of the provisions of the contract;
- interventions to mediate causes of nuisance. (Noise in kitchens, unnecessary setting of the fire alarm, visitors causing unrest, etc.).

Article 20 Subletting

20.1 Except with the prior written consent of the landlord or deviations provided for in the General Terms and Conditions, subletting the student accommodation is not allowed in any form whatsoever (including, for instance, Airbnb), nor may the tenancy agreement be transferred in whole or in part. Violation of this provision may result in the landlord deciding to dissolve the tenancy agreement at the expense of the tenant. Such dissolution shall have the consequences set forth in article 1 of the tenancy agreement.

20.2 Only within the framework of an **internship** or participation in a **study exchange programme** does the tenant have the option of subletting the student accommodation. To this end, the tenant can submit a request for subletting to the Upkot coach together with the identity details of the subtenant. The landlord is always entitled to oppose this if he cites a valid reason. Only after approval of the Upkot coach can a sublease agreement be concluded.

Type	Actions	Obligations	Costs
Comeback	The tenant introduces a subtenant, to which the landlord agrees in writing	The tenant will remain liable for the fulfilments of the obligations arising from the tenancy agreement and the payments are owed by the tenant	No cost

20.3 Sub-letting exclusively during the summer holidays is not permitted.

20.4 The tenant and the subtenant are jointly and severally liable to the landlord for the performance of the obligations of the contract.

Article 21 Renewal of the tenancy agreement

21.1 Unless otherwise stipulated in the tenancy agreement, the tenancy agreement covers a period of 12 rental months. The tenancy agreement is not automatically renewed. If the tenant wishes to keep the student accommodation for the following academic year, the new tenancy agreement must be signed **at the latest the third Monday of April**. The rent is adjusted to the positive health index. If a new tenancy agreement was not signed by the third Monday of April at the latest, the student accommodation will be immediately rented to new prospective tenants.

21.2 Visits to the student accommodation by prospective tenants shall be permitted after prior consultation with the Upkot coach.

Article 22 End of the tenancy agreement

22.1 The manager would like to provide the subsequent tenant with a Upkot accommodation that is clean and of a high quality. Therefore, the student accommodation must be completely vacated and cleaned on the final day of the tenancy agreement. After an appointment is made with the Upkot coach, an inspection will take place, during which a tenancy inspection upon departure will be drawn up, and the original tenancy inspection will be compared to the current condition of the student accommodation. This appointment is set in advance via an online appointment calendar according to availability (first come, first served) and takes place during the coach's working hours. Daylight is a prerequisite for carrying out a qualitative tenancy inspection. If the end date of the lease falls on a Sunday or holiday, the exit will be organized the working day before.

In case of late or incorrect performance of the cleaning obligation and/or repairs as determined in accordance with article 16 of the General Terms and Conditions, the following amount(s) will be deducted from the security deposit, whereby the damage exceeding the amount of the deposit will also be compensated.

Consult the complete Let's Upfix it - list here. The tenant can also access it via the UPKOT - FAQ (www.upkot.be/faq-upkot-residents) under the section "Something is defect in my room or in the building".

22.2 Every departing tenant who has access to a private kitchen is obliged to buy a new carbon filter (for the extractor hood) and to present it with the inventory of fixtures and fittings on departure. The costs for this are for the tenant. It is possible to buy a new filter at very little expense via the webshop (www.upkot.be/webshop), which can then be collected from the Upkot coach.

Article 23 Notice of default

Unless otherwise stipulated in the agreement, the following procedure shall apply in the event the tenant violates one or more provisions of the contract.

Depending on the nature of the breach and/or the number of breaches, the tenant shall be addressed accordingly, which may result in the immediate termination of the tenancy agreement. Where an intervention by the police or the fire brigade takes place and the tenant is charged, this may also result in the immediate termination of the tenancy agreement. Immediate termination means that the landlord may decide to have the tenancy agreement terminated at the tenant's expense, either through judicial proceedings or by means of an amicable settlement. Where applicable, the tenant shall be required to vacate the student accommodation (emptied and cleaned). The manager may, if necessary, install a different door lock in order to safeguard the landlord against theft or damage to their personal property. All related costs shall be borne by the tenant. All of the above is without prejudice to all rights of the landlord. The ongoing rent and the associated costs shall remain fully payable.