

No. Contract: tipoReserva

VILA UNIVERSIT RIA
LEASE AGREEMENT FOR UNIVERSITY ACCOMMODATION TO BE LEASED BY THE UAB
UNIVERSITY COMMUNITY

Cerdanyola del Vall s, on fechaContrato

BETWEEN

The party of the first part, Ms **N LIDA FALC  FERRER**, of legal age, with address for these purposes at VILA UNIVERSIT RIA, Edifici A on the Universitat Aut noma de Barcelona campus, 08193 Cerdanyola del Vall s (Barcelona).

Acting in the name of and on behalf of the entity **VILA UNIVERSIT RIA, SL**, incorporated for an indefinite term before the Illustrious Notary of Barcelona, Mr Francisco Arriola Garrote, on 8 January 1991, under number 49 of his notarial records, and included in the Company Register of the Province of Barcelona, Volume 20,584, Folio 173, Sheet B-7292, Entry 1, with Spanish Tax Identification Number (NIF) B59589143, **hereinafter, THE LANDLORD.**

And, on the other hand, the party of the second part Mr/Mrs/Ms nombreInquilino1 of full age, resident in ciudadInquilino , with the following address domiciliInquilino and holder of Spanish National Identity Document (DNI) / Passport number nifInquilino, [student, teaching staff, administrative and service staff, visiting lecturers] of the Universitat Aut noma de Barcelona, **hereinafter, THE LANDLORD.**

Acting in his/her own name and on his/her own behalf.

Both parties declare that they hold and mutually acknowledge the legal capacity required to enter into this agreement,

WHEREAS

Vila Universit ria, SL (THE LANDLORD) holds the right to operate granted by the Fundaci  Universitat Aut noma de Barcelona concerning the group of buildings known as VILA 2, primarily intended to serve as university accommodation for students, teaching, and research staff, and technical, management, administrative and service staff of the Universitat Aut noma de Barcelona.

Mr/Mrs/Ms. nombreInquilino2 (THE TENANT) is interested in renting accommodation in one of these buildings to use it as a student residency, by virtue of his/her association with the Universitat Aut noma de Barcelona. The conditions of this lease shall be governed by the following

CLAUSES

One. THE LANDLORD grants to THE TENANT, who acquires and accepts, in the manner expressed below, the right of use as a tenant of apartment number numApartamento, located on floor plantaApartamento of the building marked with number numEdificio on the UAB campus situated in Bellaterra (Cerdanyola del Vall s).

The right of use as a tenant shall include the provision of the following ancillary services: weekly cleaning of the apartment, furniture, utilities, Internet connection, maintenance of the premises, external security, physical activity services according to the timetable established in the collaboration agreement, and common shared facilities.

THE TENANT can also use the communal areas in VILA 2.

THE TENANT shall use the leased apartment solely and exclusively as university accommodation.

The apartment is leased furnished. An inventory of the items included in the apartment shall be attached to this agreement as **Annexe 1**, specifying the replacement fee in the event of loss, destruction, or deterioration. It is expressly stated that there shall be only one inventory per dwelling and THE TENANT will be responsible for the content of the apartment.

Two. This agreement, which is entered into exclusively in consideration of the association between THE TENANT and the Universitat Autònoma de Barcelona, is excluded from the current Urban Leases Act (Llei d'Arrendaments Urbans) pursuant to Article 5.d thereof, and shall be governed primarily by the clauses set out herein, and in all matters not expressly regulated in this agreement shall be governed subsidiarily by the Civil Code (Codi Civil) or, if applicable, by Catalan civil law.

THE TENANT undertakes to comply with the provisions of VILA 2's Internal Regulations, which he/she expressly declares to be aware of, a copy of which, signed by both contracting parties, is attached hereto as **Annexe 2**.

Three. This contract will come into force on fechaInicioContrato and will end on fechaFinContrato.

In the event of early termination, THE TENANT shall indemnify Vila Universitària, SL with an amount equivalent to the rent payable for the remaining agreed term or, failing that, shall forfeit the deposit and any additional guarantee.

If, once the relinquishment has taken place, the apartment were leased to a third party before the end of the lease period for the relinquished lease, THE LANDLORD must return to THE TENANT the compensation paid, and may only retain and keep that part of the compensation, that corresponds to the period of time the accommodation was empty.

In any case this contract will be terminated early if THE TENANT ceases to be associated with the Universitat Autònoma de Barcelona, and THE TENANT shall not be entitled to any compensation whatsoever.

Four. During the term of this agreement, the monthly rent of the accommodation is fixed at precioMensual euros. This amount shall be paid monthly in advance on the first day of each month, for which purpose THE TENANT authorises payment by direct debit via the following bank bancoPago account number numCuentaCorriente.

The price of the space rental is €158.98 in shared-use mode and €317.96 in individual-use mode; the remaining amounts correspond to the services provided, which will be rendered without exception

The costs of water and electricity consumption are included in the rental price. THE LANDLORD will be exempt of any responsibility for a lack of any utilities unless this can be attributed to THE LANDLORD.

Five. THE TENANT receives, to his/her satisfaction, the apartment which is the object of this agreement together with its keys and undertakes to keep it in perfect condition throughout the term of the contract.

Six. Although the rental price includes electricity and water consumption, these amounts have been calculated based on responsible consumption and, consequently, considered from electricity 600 Kw/month and water 6 m³/month. Any amounts arising shall be charged directly to THE TENANT.

Seven. THE TENANT shall be liable for expenses arising from any damage caused to glass, locks, blinds, and other parts of the facilities, and undertakes to maintain the leased apartment and the other shared common elements of the building in which it is in perfect condition.

THE TENANT shall be exclusively liable and hereby releases THE LANDLORD from all liability for any loss or damage caused to persons or property, both within the leased apartment and within the other shared common elements of the building in which it is located.

THE TENANT shall also be exclusively liable and shall release THE LANDLORD from all liability relating to the security of the apartment and for any damage caused therein to persons or property in cases of fire, robbery, theft, damage, and accidents of any kind.

Eight. The TENANT must pay the amount of fianza¹ euros by way of deposit, equivalent to one monthly rental payment. THE TENANT must pay the amount of fianza² euros by way of additional deposit, to meet the requirements established in this agreement, and to cover any potential damage to the apartment.

Upon expiry of this agreement, if THE TENANT has faithfully complied with the clauses and obligations arising therefrom, THE LANDLORD shall return the deposit and the additional guarantee once the keys to the apartment have been returned and, following inspection, approval has been granted as to its condition. Otherwise, THE LANDLORD will retain part or all the deposit and the additional guarantee, as necessary.

The existence of this deposit and additional guarantee shall never serve as pretext for delaying payment of the rent or of any amounts payable by THE TENANT.

Nine. THE TENANT undertakes:

- To pay the agreed rent.
- Not to possess or handle explosive materials inside the apartment; not to undertake activities that could damage the property or cause inconvenience, disturbance, or nuisance to other residents; and to observe the rules of good neighbourliness, municipal ordinances, and VILA 2's Internal Regulations.
- Not to assign, subrogate, transfer, or sublet, in whole or in part, the university accommodation that is the object of this agreement.
- Not to make alterations to the leased apartment or carry out building work of any kind. THE TENANT may not modify or replace the furniture and/or installations of the leased apartment.
- To permit access to the apartment to THE LANDLORD or any person representing them, in order to inspect the functioning of any service or to verify compliance with contractual obligations; and also to permit the entry of workers and materials to carry out any kind of building work on the building, whether affecting the apartment which is the object of this agreement or the remainder of the building.

In this case, THE LANDLORD will provide THE TENANT, in advance, with all the information about the type of building work that will be carried out and the duration of this work. If the apartment ceases to be habitable because of this building work, THE LANDLORD will provide THE TENANT with an apartment of similar characteristics while this work is being undertaken.

In exceptional cases affecting the safety, hygiene or habitability of the apartment or the building, THE LANDLORD or any person representing them may access THE TENANT’S apartment in his/her absence and/or without his/her prior knowledge.

- To pay THE LANDLORD all costs, damages and losses arising from non-payment of the rent and/or breach of this agreement.

Ten. This agreement shall be terminated on the following grounds:

- a) Loss of the association between THE TENANT and the Universitat Aut noma de Barcelona.
- b) Breach of the Internal Regulations.
- c) Breach of any of the agreed obligations.
- d) Breach of any other condition imposed by applicable legislation.

The concurrence of any of these grounds shall entitle THE LANDLORD to seek and obtain termination of this agreement, without any prior notice or demand being required.

In the event of the concurrence, jointly or individually, of grounds b), c) and d), THE TENANT shall forfeit the amount of the deposit and the additional guarantee, which shall be retained by THE LANDLORD.

Eleven. Any communication required to be notified and addressed to THE TENANT in connection with this agreement shall be effected at the leased apartment and addressed to THE TENANT.

If, for any reason, one or more clauses of this agreement—in whole or in part—were declared null and void and without effect, both parties undertake to agree upon another clause or clauses to replace them with the same effects as those initially agreed.

Twelve. This agreement shall automatically terminate, without the need for prior notice, on the date indicated in Clause Three, that is, upon expiry of the contractual term. On that date, THE TENANT must return the keys to the apartment without delay.

Otherwise, THE TENANT will have to pay the amount of 69 euros per day, as a penalty clause, until THE LANDLORD obtains possession of the apartment.

Thirteen. In the event of early termination by THE TENANT, he or she will have to notify Vila Universit ria a minimum of 30 days in advance. If the contract is cancelled in advance with no academic justification, the deposit and additional guarantee will not be returned.

Fourteen. Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, THE TENANT’S personal data shall be processed by THE LANDLORD, as data controller, for the purpose of managing this agreement. THE LANDLORD undertakes to adopt the necessary technical and organisational measures to ensure the security of the processed data and to prevent its alteration, loss, processing, or unauthorised access. THE TENANT may exercise his/her rights of access, rectification, erasure, objection, restriction and/or portability at THE LANDLORD’S address or by email to proteccio.dades@vilauniversitaria.com in the form of a written request accompanied by a photocopy of his/her identity document.

THE LANDLORD undertakes, in the performance of this agreement, to comply with the applicable legislation in force relating to the protection of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and any complementary provisions or any other regulations replacing them in the future.

THE TENANT declares that he/she is aware that, to guarantee the safety of persons and property and to ensure strict compliance with the law, THE LANDLORD shall have video surveillance devices in areas for public use.

Further information regarding the processing of personal data is provided in Annexe 3 to this agreement.

Fifteen. The parties expressly submit to the jurisdiction and competence of the Courts and Tribunals having jurisdiction by reason of the place where the apartment that is the object of this agreement is located, waiving their own rights to any other jurisdiction, including that of their respective home addresses, should these differ from those stated herein.

As evidence of conformity and acceptance of all that has been declared and agreed herein, the appearing parties, in the capacities in which they act, sign duplicate and identical copies of this agreement and its annexes, at the place and on the date indicated in the heading..



THE TENANT

THE LANDLORD

ANNEX 2 - INTERNAL REGULATIONS

Failure to comply with any provision of these Internal Regulations attached hereto and forming part of this agreement, which THE TENANT hereby accepts and signs, shall constitute grounds for termination of this agreement.

1. Vila Universit ria, SL does not permit accommodation of persons in unoccupied places, unless this is a guest staying sporadically (up to 2 nights during the term of the agreement) and with the consent of the other residents of the apartment. Under no circumstances shall persons be accommodated in vacant or unoccupied residential spaces in exchange for financial compensation to the resident(s) of the apartment or tenant(s) of Vila Universit ria, SL.

2. Furniture or equipment included in the inventory of the leased apartment may not be moved to any other apartment or communal or private space within Vila Universit ria.

3. Household waste must be separated and classified and deposited in the corresponding bins to enable selective waste collection. Otherwise, Vila Universit ria, SL may charge the cost of collection to the rental invoice

4. Under no circumstances may rubbish or waste be left outside the bins.

5. The environment must be safeguarded and the natural surroundings respected. No fires may be lit of any kind: this includes barbecues, fireworks or similar.

6. No motor vehicles may be driven in the Pla a de la Vila.

7. No animals may be kept in Vila Universit ria.

8. Climbing onto the roofs of buildings is not permitted.

9. No projecting or additional elements are permitted on the fa ades of the buildings (such as clothes lines, etc.). Such items placed inside the apartments, near windows, may serve the same function without affecting the image of the Vila's buildings.

10. No noisy activity is permitted between midnight and 8:00 am, both outside and inside the buildings.

11. When using the shared common facilities in the complex, these and their surroundings must be kept clean and tidy while respecting the green areas and urban furniture of the Vila.

12. The interior of the apartment and all furniture and equipment must be kept in good condition and clean. The inspection carried out prior to departure from the apartment may result in a financial charge to THE TENANT for repair or replacement of any damage detected.

13. Vila Universit ria, SL is responsible for maintenance of the general installations and the common and structural elements of the building. Minor maintenance operations affecting the interior of the apartment (replacement of light bulbs, regular defrosting of the refrigerator, clearing of blocked drains, etc.) are the responsibility of THE TENANT. In case you have any questions or queries, please contact Vila Universit ria reception desk.

14. No intrusion or intervention at a personal level that constitutes an infringement of honour, privacy or personal dignity is permitted. In this regard, the transfer, dissemination, or communication to THE LANDLORD of images, recordings, or private conversations without the express, prior, and written consent of the person concerned is not permitted, pursuant to applicable data protection legislation.

15. Humiliating or degrading treatment of any member of the resident community, visitor, or employee of Vila Universit ria is not permitted, whether by action or omission, where this entails disqualification or discrimination on grounds of ideas, religion, sex, race, opinion or any other personal or social circumstance.

In this regard, THE TENANT shall observe and comply with the Protocol to prevent and act against sexual harassment, harassment on grounds of sex, sexual orientation, gender identity and gender expression, and male chauvinist violence

of the Universitat Aut noma de Barcelona (approved by the Governing Council on 7 November 2018 and amended by resolution of 14 December 2022), to which Vila Universit ria, SL adhered as a member of the UAB Corporation, as well as all other applicable regulations in force in this matter.

16. Any action or omission that may be classified as a misdemeanour or criminal offence, or as an offence punishable by law, is not permitted.

17. Any action or concealment that undermines safety conditions or basic rules of coexistence is not permitted. In this regard, THE TENANT shall observe, among others, the Rules of Coexistence of the Universitat Aut noma de Barcelona (approved by the Governing Council on 16 March 2023), as well as all other applicable regulations in force in this matter.

18. It is mandatory to cooperate, if so requested, in the event of any kind of emergency and to comply with the instructions of those responsible (security forces, Vila Universit ria, SL staff, volunteers, etc).

19. Vila Universit ria, SL provides network connectivity on a “best effort” basis. Vila Universit ria, SL cannot guarantee any level of service to the user in relation to such connectivity.

20. Under no circumstances is connection to the Vila Universit ria network permitted for commercial profit-making purposes or for the exchange of commercial traffic.

21. THE TENANT undertakes not to use wireless technology networks inside his/her apartment without the consent of Vila Universit ria, SL.

22. THE TENANT undertakes to make proper use of water and electricity supplies.

23. THE TENANT may terminate the agreement early by giving thirty (30) days’ prior notice to THE LANDLORD. In this case, THE TENANT shall compensate THE LANDLORD in an amount equivalent to the rent corresponding to the remaining agreed contractual term or, failing that, shall forfeit the amount of the deposit and the additional guarantee. In the event of early termination justified by the fact that THE TENANT ceases to be associated with the Universitat Aut noma de Barcelona, THE LANDLORD shall not be entitled to any compensation whatsoever.

THE TENANT hereby accepts and signs this document and thus commits to comply with the Internal Regulations and declares that he/she is aware:

- That, to guarantee the safety of persons and property and to ensure strict compliance with the Regulations, Vila Universit ria, SL shall have video surveillance devices in areas for public use.
- That breach of any provision of these Internal Regulations shall constitute grounds for termination of the lease agreement.


 Vila Universit ria
UAB CAMPUS

THE TENANT

THE LANDLORD

SEPA DIRECT DEBIT MANDATE

VILA UNIVERSIT RIA, S.L.
Edifici Blanc, s/n - Campus de la UAB - 08193
08193 - Cerdanyola del Vall s - Barcelona
ESPA A
B-59589143
ES16000B59589143

No. Contract: tipoReserva1

By signing this mandate form, you authorise Vila Universit ria, SL to send instructions to your bank to debit your account and your bank to debit your account in accordance with the instructions from Vila Universit ria, SL.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of the agreement with your bank. A refund must be claimed within eight weeks starting from the date on which your account was debited.

Your rights are explained in a statement that you can obtain from your bank.

DEBTOR'S NAME:	nombreInquilino3
NIF/NIE/PASSAPORT No.:	nifInquilino2
ADDRESS:	domicilioInquilino1
POSTAL CODE:	
DEBTOR'S CITY/TOWN, COUNTRY:	ciudadInquilino1
SWIFT CODE:	
No. ACCOUNT – IBAN CODE:	numCuentaCorriente1
TYPE OF PAYMENT:	DIRECT DEBIT

Signature, (nombreInquilino5)

Location and date: Bellaterra on fechaContrato1

ANNEXE 3. PERSONAL DATA PROCESSING

Who is responsible for processing your data?

Vila Universit ria SL
Avinguda Can Dom nech s/n, Edifici Blanc del Campus de la Universitat Aut noma de Barcelona, 08193-Cerdanyola del Vall s
(Barcelona)
E-mail address: proteccio.dades@vilauniversitaria.com

How do we obtain your personal data?

The data is obtained directly from the interested party, from the Universitat Aut noma de Barcelona, from the Fundaci  Universitat Aut noma de Barcelona and from the other organisations affiliated with them.

What type of personal data do we process?

The data necessary for processing are included in the following categories¹:

- Identifying data.
- Personal characteristics.
- Social circumstances.
- Academic and professional data.
- Financial, economic and insurance data.
- Other types of details.

For what purpose do we process your personal data?

Vila Universit ria, SL will process your personal data for the purpose of managing your rental agreement. Additionally, Vila Universit ria, SL will also process your data for the purpose of informing you about promotions, services, activities, and news that may be of interest to you. Based on the aim of being able to send you information about promotions, services, activities, and news that may be of interest to you, the information you provide us with will help us create automated or semiautomated profiles.

¹ You can find out about the data included in these categories by clicking on this [link](#).

How long will we keep your data for?

Your data will be kept by Vila Universit ria, SL if the administrative concession awarded by the Universitat Aut noma de Barcelona to Vila Universit ria, SL continues to be in force, and until the potential responsibilities derived from this processing have expired.

What is the legitimate interest in processing your personal data?

Processing your personal data is necessary for the execution of your rental agreement entered into with Vila Universit ria, SL (Art. 6.1.a of the GDPR).

In relation to communication about promotions, services, activities and news, their legal basis is the satisfaction of the organisation's legitimate interest, consistent with being able to offer this information to their users (Art. 6.1.f of the GDPR).

Who will receive your personal data?

Vila Universit ria, SL can provide your personal data to:

- The Universitat Aut noma de Barcelona or the Fundaci  Universitat Aut noma de Barcelona MP or other organisations affiliated with them for the same purposes.
- To the University Orientation Office for the purpose of checking the data provided by the interested party in reference to their qualifications for the national university entrance examinations (PAU).
- Public organisations, courts, and tribunals, when Vila Universit ria, SL is legally obliged to provide them.

What type of international data transfers do we undertake?

There are no plans to undertake international data transfers.

What are your rights when you provide us with your personal data?

- Data subjects have the right to obtain confirmation about whether Vila Universitària, SL is processing any of their personal data.
- Data subjects have the right to access their personal data, rectify inexact data, or apply for their personal data to be erased, among other reasons, when the data is no longer necessary for the purpose for which it was collected.
- In specific circumstances which are set out in Article 18 of the GDPR, data subjects can apply for a limitation to the processing of their personal data.
- In certain circumstances and for reasons related to their individual situation, data subjects may object to the processing of their data. Vila Universitària, SL will cease processing the data, except where there are compelling legitimate grounds or to exercise or defend potential claims.
- Under the right to portability, data subjects have the right to obtain their personal data in a structured, commonly used, and machine-readable format and to transmit it to another data controller.

How can you exercise your rights?

- Via a letter addressed to Vila Universitària, SL, Avinguda de Can Domènech, s/n, Edifici Blanc del campus de la Universitat Autònoma de Barcelona, 08193 Cerdanyola del Vallès (Barcelona).
- Via an email sent to: proteccio.dades@vilauniversitaria.com.

How can you make a complaint?

If you believe that your rights have not been suitably attended to or have been infringed, you have the right to present a complaint to the data protection controller at the UAB Corporation (dpd.corporacio.uab@uab.cat), Av. Can Domènech, s/n, Edifici Blanc del campus de la Universitat Autònoma de Barcelona, 08193 Cerdanyola del Vallès (Barcelona). This complaint must be resolved within a maximum of 2 months to be counted from when it is received.

Furthermore, you may lodge a complaint with the Catalan Data Protection Authority (Autoritat Catalana de Protecció de Dades, APDCAT), in person at Carrer Rosselló 214 – Esc. At, 08008 in Barcelona, or online at https://apdcat.gencat.cat/ca/seu_electronica/

Surname(s) and name: nombreInquilino6
Identification / Passport number: nifInquilino4
Faculty / School: estudiosInquilino1
Studies (degrees): estudiosInquilino2
Signature,

Bellaterra (Cerdanyola del Vallès), fechaContrato2

I nombreInquilino4, of legal age, with the following DNI/NIE/Passport number nifInquilino3, a student in the Faculty of estudiosInquilino3 in the Universitat Aut noma de Barcelona,

HEREBY DECLARE that:

I am interested in renting a place in a building in the Vila Universit ria on the UAB campus, to use it as a student residency, due to my being a student at the Universitat Aut noma de Barcelona.

Whereas, in accordance with Article 13.2.e of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data (GDPR), the communication of data to the entity Vila Universit ria, SL is a necessary requirement for entering into the lease agreement,

and HEREBY AUTHORISE the Universitat Aut noma de Barcelona to disclose my personal data to Vila Universit ria, SL for the purpose of managing the lease agreement for a place in accommodation at the Vila Universit ria on the UAB campus.

And, in token of my conformity and express consent, I hereby sign this document in Cerdanyola del Vall s, on the following date fechaContrato3

[signature]