

No. Contract: tipoReserva

## VILA UNIVERSIT RIA

### CONTRACT OF RESIDENCE IN VILA UNIVERSIT RIA DURING THE PERIOD CORRESPONDING WITH THE ACADEMIC YEAR cursoAcademico1, FOR THE BENEFIT OF STUDENTS AT THE UNIVERSITAT AUT NOMA DE BARCELONA

Cerdanyola del Vall s, fechaContrato

#### UNITED:

On the one part, **MAR A LUZ PACHECO P REZ**,

of age, to this end living in VILA UNIVERSIT RIA, Building A 08193 Cerdanyola del Vall s (Barcelona).

Acting on behalf of and representing the legal entity “Vila Universit ria, S.L.”, constituted for an indefinite period before the illustrious notary of Barcelona, Francisco Arriola Garrote, January 8th 1991, with number 49 of his protocol, and registered in the commercial register of the province of Barcelona, in the volume 20.584, folio 173, sheet B-7292, inscription 1a, with identification number B-59-589143.

And the other part nombreInquilino1

of age, resident of ciudadInquilino

living in domiciliInquilino

and with identification number nifInquilino

presently attending classes of estudiosInquilino at the Universitat Aut noma de Barcelona.

Parties, in the capacities with which they act, declare to hold the legal capacity needed for this action and

#### DECLARE:

That “Vila Universit ria, S.A.”, -from now on THE LESSOR- is rightful owner of the administrative licence from the Universitat Aut noma de Barcelona to exploit some buildings which are located on its campus, destined –among other uses- to serve as residence for students, teachers and administrative and service personnel of this university.

That Mr./Ms. nombreInquilino2 -from now on THE LESSEE- is interested in occupying a place in one of the apartments located in Vila Universit ria, for which purpose parties agree to the following.

## AGREEMENTS

**One.** THE LESSOR grants to THE LESSEE, who acquires and accepts, in the way explained further on, the right to use as a lessee the apartment number numApartamento situated on the plantaApartamento floor of the building number numEdificio of the University Campus of the Universitat Aut noma de Barcelona situated in Bellaterra (Cerdanyola del Vall s), consisting of numHabitaciones bedrooms, a living room/dining room and a bathroom.

The right to use as a lessee must be shared with the lessees who occupy the other places in the apartment which is object of this contract.

THE LESSEE may also use the communal spaces of Vila 1.

THE LESSEE must use the allocated apartment exclusively as bedroom and study room.

The apartment is allocated furnished. As annex number 1 to this document is appended an inventory in which are described the elements and the objects included in the indicated apartment, stating the value of replacement in case of loss, destruction or damage. It is stated there will solely be an inventory for each apartment and not for individual agreements. Mutually binding responsible are all those lessees responsible for contents and container.

**Two.** This contract, which is settled exclusively with regard to what associates THE LESSEE with the Universitat Aut noma de Barcelona in his quality of student, remains excluded from the current law on Urban Renting as decreed by article 5 of this law, and will be ruled by the agreements of this contract and by what the Civil Code or, if corresponding, Catalan civil legislation establishes as being necessary and by communal procedural laws.

THE LESSEE promises to observe what is laid out in the House Rules of Vila by declaring explicitly he knows of them; a copy of these rules signed by both parties to this contract to be added as annex number 2.

**Three.** This contract is agreed on for the period which corresponds with the academic year cursoAcademico2. The contract will come into force on fechaInicioContrato at 12:00 pm, and ends on fechaFinContrato at 12:00 pm.

According to the contract's length, the LESSOR will apply to the LESSEE the long-term rate, which is detailed on the website [www.vilauniversitaria.com](http://www.vilauniversitaria.com)

The LESSOR can cancel the contract in advance, noticing it to the LESSEE 30 days previously to its contract's end. In this case, the LESSEE:

- The Lessee will pay the LESSOR the difference of price between the long-stay term rate and the regular rate\* (published the previous website already mentioned) which includes the total of the monthly payment rents from the beginning until the end of the contract.
- Notwithstanding the previous section, the LESSEE will compensate the LESSOR with an amount equivalent to the rent which correspond to the previously agreed period still not fulfilled, otherwise, the LESSEE will lose the total amount corresponding to the deposit and the additional guarantee fee.

**Four.** For the duration of this contract the monthly payment of this rent is established at the monthly amount of precioMensual Euros, plus taxes, fees and participation in communal expenses which can be collected at any given moment. The established price must be paid by THE LESSEE in advanced monthly

instalments, to which end payment must be made at Bank/Savings Bank bancoPago with account number numCuentaCorriente.

The costs of the consumption of water, electricity and telephone will be billed to THE LESSEE exclusively, to which end THE LESSOR will be freed from all responsibility for shortcomings in any supply.

The costs of these consumptions corresponding to the apartment will be divided into equal parts among the students occupying it.

The consumption costs of water, electricity and telephone expenses are exclusively to be charged to the lessee. The lessor will not take any responsibility on the lack of any supply.

**Five.** THE LESSEE acknowledges to have received to his satisfaction the apartment which is object of the contract, including the keys which permit access, and binds himself to keep it in perfect state.

**Six.** THE LESSEE will also be charged with the costs which spring from imperfections which may occur in glazing, locks and other elements of the installations, as well as the flawless maintenance of the allocated apartment and the other elements of the property in which it is situated.

THE LESSOR takes no responsibility for damages and harms caused by THE LESSEE to persons or objects, both those belonging to the apartment and those belonging to the other elements of the property in which it is situated.

THE LESSOR holds no responsibility whatsoever relative to the safety of the apartment, not even for possible damages caused to persons and objects in the event of fires, theft, robbery, damages and accidents of all type.

**Seven.** As part of this action THE LESSEE will submit the amount of fianza<sup>1</sup> Euros as a security, equal to a monthly payment.

Furthermore as part of this action THE LESSEE will submit the amount of fianza<sup>2</sup> Euros as an additional guarantee, to be able to fully meet the obligations established in this contract, the damages that might be caused to the apartment and the judicial costs when and if they occur.

Having expired the validity of this contract and in so far THE LESSEE has honestly complied with the agreements and the obligations which derive from them, THE LESSOR must refund all or part of the security and the additional guarantee as is deemed accordingly once all the invoices have been paid and the state in which the apartment is left is accepted upon inspection. In the event of unacceptability THE LESSOR will retain all or part of the security and the additional guarantee as is deemed accordingly.

The existence of the security and the additional guarantee will never serve as a pretext to delay payment of the rent or of any other quantities which THE LESSEE has assumed payment of.

**Eight.** THE LESSEE furthermore binds himself:

- In case of being a first time resident of our installations to collect the keys to his apartment before the 15th of September of the academic year corresponding with this contract. Should THE LESSEE not have collected the keys on the above mentioned date, the contract will be invalidated with THE LESSEE losing the full amount of the deposited security.
- To pay the established price.

- To not possess nor manipulate inside the apartment explosive goods; to not engage in activities which endanger the property or could cause inconveniences, problems or scandals to the other tenants; and to observe the customs of good neighbourliness, the municipal bylaws and the aforementioned House Rules of VILA2.
- To not cede nor replace, transfer or sublet fully or partially the university living space which is object of this contract.
- To not realise modifications in the rented apartment nor bring about works of any kind. THE LESSEE neither is allowed to modify or substitute the furniture and/or the installations of the rented apartment.
- To allow THE LESSOR or any other person representing him access to the apartment with the aim to inspect the functioning of any service or to confirm the observance of contractual obligations; to permit as well entry to operatives and materials for the realisation of any type of work on the property, whether it affects the apartment which is object of this contract or the rest of the property. In exceptional circumstances related to the safety, hygiene and liveability of the apartment or the property, THE LESSOR or any other person representing him will be allowed to enter the apartment of THE LESSEE in his absence and/or without his prior knowledge.
- To pay to THE LESSOR all the costs as well as the damages and harms which might provoke failure to pay the rent, and/or infraction of this contract.
- To pay all the judicial and extra-judicial costs which may result from observing or terminating this contract, including the fees of a lawyer and the royalties of a solicitor, even if their interventions were facultative.

**Nine.** This contract will be terminated by the following causes:

- Cancelling of the association which links THE LESSEE with the Universitat Aut noma de Barcelona.
- Breaching of the House Rules.
- Breaching of any of the obligations agreed upon.
- Breaching for whatever reason of what is imposed by prevailing laws.

The occurrence of any of these causes entitles THE LESSOR to urge and secure the termination of this contract, without necessity of any prior requirement or notification.

**Ten.** All communications in relation to this contract which must be notified and directed to THE LESSEE will be remitted to the rented apartment and to THE LESSEE; in the event THE LESSEE is not found in the apartment, these can be delivered to any neighbour.

If for any reason one or more of the clauses of this contract were declared null or devoid of value, both parties remain obliged to comply with one or more other clauses which substitute these and serve to the same effects initially agreed upon.

**Eleven.** This contract will terminate automatically without the need of prior notification on the date indicated in clause One, which is to say at the end of the period agreed upon. On this date THE LESSEE must hand in the keys to the apartment without delay.

Otherwise THE LESSEE must pay, apart from the costs and expenditures which derive from his failure or which are subject to penalty, a quantity equal to twice the price agreed upon for each period or fraction which has passed, until THE LESSOR obtains the free possession.

**Twelve.** In compliance with 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 personal data of the TENANT will be processed by the LANDLORD, as the entity responsible for this data processing, with the purpose of managing this rental agreement. The LANDLORD pledges to adopt the necessary technical and organisational measures to guarantee the security of the data being processed and to avoid their alteration, loss or unauthorised processing, or unauthorised access to them. The TENANT may exercise the rights of access, rectification, erasure, objection to processing, restriction of processing, and/or data portability at the corporate address of the LANDLORD or by writing to the email address [proteccio.dades@vilauniversitaria.com](mailto:proteccio.dades@vilauniversitaria.com), attaching a photocopy of his/her National ID number.

The LANDLORD pledges to comply with this rental agreement, with current regulations on personal data protection and, in particular, with 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, and any supplementary provisions or other regulations that may replace it in the future.

The TENANT declares that he/she knows about the use of video-surveillance devices on the part of Vila Universit ria SL to guarantee the security of persons and goods and to ensure strict compliance with the Regulations.

**Thirteen.** Parties explicitly subject themselves to the jurisdiction and competence of the tribunals and courts competent over the place in which the apartment which is object of this contract is located, and abandon their privileges, including that of residence, in the event these differ from what is stated in this document.

As a token of their consent and acceptance of everything that is declared and agreed upon here, parties sign this contract and its annexes in duplicate and for only one purpose, in the conditions they act under, at the place and the time indicated in the opening.



Vila Universit ria

**THE LESSOR**

**THE LESSEE**

## ANNEX No. 2 - INTERNAL CODE OF CONDUCT

Non-compliance of any point of the internal regulation, a copy of which has been attached to the contract and must be accepted and signed by the lessee in this event, will be grounds for termination of the contract.

1.- Vila Universitària SL does not allow the accommodation of people in unoccupied places, except when it is a sporadic guest (up to 2 nights during the contract period) and with the consent of the other residents of the flat.

In no case will the existence of persons accommodated in unoccupied or free residential places be allowed, compensating economically the resident/s of the flat or tenant/s of Vila Universitària SL.

2.- Residents are not allowed to move the furniture or equipment listed in the inventory of the leased apartment to any other apartment or communal or private space in the Vila Universitària SL.

3.- All residents are required to separate and classify domestic rubbish and place it in the corresponding containers to ensure selective waste collection. Otherwise, Vila Universitària SL can request the Lessee to settle the sum due for the collection in the rent payment.

4.- Residents are not allowed to leave rubbish or waste outside containers.

5.- All residents are required to look after the environment and respect nature. Fires, barbecues, fireworks and others are banned.

6.- Vehicles are not allowed inside the Vila Universitària SL.

7.- Pets are not allowed in the Vila Universitària SL.

8.- The building's roofs are off limits.

9.- Residents are not allowed to hang elements outside the building's facades (hangers, clothes lines, etc.). These elements perform the same function when placed indoors without damaging the image of the environment of the Vila Universitària SL.

10.- Noisy activities are not allowed between midnight and 8 am\_ either inside or outside the buildings.

11.- The complex's communal facilities shall always be made use of keeping the environment clean and respecting green areas and the elements of the street furniture belonging to the Vila Universitària SL.

12.- The Lessee is required to keep the inside of the accommodation, the furniture and the equipment in a good state of repair and cleanliness. The inspection performed upon the end of the duration of the lease can involve economic charges for the resident for the repair or restitution of any damages detected.

13.- Vila Universitària SL is responsible for the maintenance of the general facilities and the common and structural elements of the building. The resident is responsible for small DIY operations affecting the inside of the accommodation (changing light bulbs, periodically defrosting the fridge, blocked sinks, etc.). In case of doubt, contact the reception of the Vila Universitària.

14.- Any interference or intervention in the personal environment that supposes an attack on the honor, privacy or personal dignity of the resident is forbidden.

15.- Any humiliating or degrading treatment aimed towards any member of the community, resident, visitor or employee at Vila Universitària SL, by action or omission, that is defamatory or discriminating based on ideology, beliefs, gender, race, opinion or any other personal or social circumstance, is prohibited.

16.- Actions or omissions that could be typified as crimes or misdemeanors or infractions punishable by law are prohibited.

17.- All actions or the harboring of actions that disobey the security conditions or basic unneighborly rules are prohibited.

18.- All residents are required to collaborate in the case of emergencies of any kind and to fulfil the indications of the supervisors in charge in each case (security forces, Vila Universit ria SL employees, volunteers, etc.).

19.- Vila Universit ria SL provides connectivity to the net under the concept "best effort". Vila Universit ria SL cannot guarantee the user any level of service for this connectivity.

20.- Under no circumstances is the connection to the net of Vila Universit ria SL allowed neither for lucrative commercial purposes nor for the exchange of commercial traffic.

21.- The user compromises on not using wireless technology nets in his/her apartment without consent of Vila Universit ria SL.

22.- The Lessee undertakes to make good use of the water and electricity supplies.

23.- The Lessee can cancel the contract notifying it previously to the lessor 30 days in advance from the expiring date of the contract. In this case, the lessee will compensate the Lessor with the equivalent amount of the rent which corresponds to the agreed outstanding period; otherwise, the lessee will lose the amount of the deposit and the additional guarantee.

In case of a cancellation in advance of the contract supported with an academic written proof, the lessor will not have the right to get any compensation.

The lessee accepts and signs in this event the compromise of compliance of the internal regulations and declares that he/she is aware of the following statements:

- Vila Universit ria SL has placed security cameras in the public areas, in order to guarantee the safety of persons and goods, as to ensure compliance of the internal regulation
- Non-compliance of any point of the internal regulation will be grounds for termination of the contract.



 Vila Universit ria

**THE LEESOR**

**THE LESSEE**

## SEPA Direct Debit Mandate

**VILA UNIVERSIT RIA, S.L.**

Creditor 's name

**Edifici Blanc, s/n - Campus de la UAB - 08193**

Address

**08193 - Cerdanyola del Vall s - Barcelona**

Postal Code-City-Town

**ESPA A**

Country

**B-59589143**

**ES16000B59589143**

Creditor Identifier

**No. Contract: tipoReserva1**

Mandate reference

By signing this mandate form, you authorise Vila Universitaria,S.L. to send instructions to your bank to debit your account and your bank to debit your account in accordance with the instructions from Vila Universitaria S.L.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 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.

|  |                     |
|--|---------------------|
| <b>DEBTOR'S NAME:</b>                            | nombreInquilino3    |
| <b>DEBTOR IDENTIFIER - NIF/NIE/PASSPORT No.:</b> | nifInquilino2       |
| <b>ADDRESS OF THE DEBTOR:</b>                    | domicilioInquilino1 |
| <b>POSTAL CODE:</b>                              |                     |
| <b>CITY-TOWN, COUNTRY OF THE DEBTOR:</b>         | ciudadInquilino1    |
| <b>SWIFT BIC:</b>                                |                     |
| <b>ACCOUNT NUMBER – IBAN:</b>                    | numCuentaCorriente1 |
| <b>TYPE OF PAYMENT:</b>                          | <b>RECURRENTE</b>   |

Signature of the debtor, (nombreInquilino5)

Date-location in which you are signing: Bellaterra of fechaContrato1



## 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](mailto:proteccio.dades@vilauniversitaria.com)

Delegate for data protection:  
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: [dpd.corporacio.uab@uab.cat](mailto:dpd.corporacio.uab@uab.cat)

### Why do we process your personal data?

Vila Universit ria SL processes your personal data to manage your rental contract.

In addition, Vila Universit ria SL will process your data in order to inform you of promotions, services, activities and news that may be of interest to you.

As well as using the information you give us, we will prepare profiles or set up automated or semi automated decision making processes so that we can send you information on promotions, services, activities and news that may be of interest to you.

### How long will we keep your data?

Your personal data will be kept throughout the period of validity of the administrative concession granted by the Universitat Aut noma de Barcelona to Vila Universit ria SL, and until any responsibilities deriving from this expire.

### What is the legal basis for processing your data?

Your data need to be processed for the fulfilment of your rental contract with Vila Universit ria SL.

Regarding notifications on promotions, services, activities and news, the legal grounds for this are the pursuance of legitimate interests on the part of the entity: i.e. the provision of this information to its users.

### Who will your data be disclosed to?

Vila Universit ria SL may disclose your personal data to the following.

- The Universitat Aut noma de Barcelona or Fundaci  Universitat Aut noma de Barcelona, or other entities linked to these for the same purposes.
- Competent public bodies and judges and courts, whenever Vila Universit ria SL is legally obliged to do so.
- In addition, Vila Universit ria SL relies on third-party service providers who have access to your personal data and process these in the name and on behalf of Vila Universit ria SL as a consequence of the service provision.

### What are your rights when you give us your data?

- Everybody has the right to receive confirmation as to whether or not Vila Universit ria SL is processing data that concern them.
- Data subjects have the right to access their personal data, ask for any inaccuracies to be rectified, or ask for the data to be erased if, for example, they are no longer necessary for the purpose they were collected for.

- In certain circumstances, as specified in Article 18 of the GDPR, data subjects may ask for the processing of their data to be restricted. In such a case we will only retain them in order to pursue or defend claims.
- In some situations, data subjects may, for reasons related to special personal circumstances, object to the processing of their personal data. In such a situation, Vila Universitària SL will stop processing the data, unless there are legitimate, compelling reasons for continuing to do so, or in order to pursue or defend claims.
- By virtue of the right of portability, data subjects may retrieve their personal data in a structured, commonly used machine-readable format and transfer them to another responsible entity.

#### How can you exercise your rights?

- By writing a letter to Vila Universitària SL, at its registered office address: Avinguda Can Domènech s/n, Edifici Blanc del Campus de la Universitat Autònoma de Barcelona, 08193-Cerdanyola del Vallès (Barcelona).
- By sending an email to: [proteccio.dades@vilauniversitaria.com](mailto:proteccio.dades@vilauniversitaria.com).

#### What complaint mechanisms are in place?

Should you consider that your rights have not been properly upheld, you can lodge a complaint before the Catalan Data Protection Authority (APDCAT).

Surname(s) and name: nombreInquilino6

Identification / Passport number: nifInquilino4

Faculty / School: estudiosInquilino1

Studies (degrees): estudiosInquilino2

Signature,

Bellaterra (Cerdanyola del Vallès), fechaContrato2

nombreInquilino4, with DNI/NIE/Passaport number nifInquilino3, student at the Faculty of estudiosInquilino3 at the Universidad Aut noma de Barcelona,

**I DECLARE:**

I am interested in renting a place in Vila Universit ria of the UAB Campus, to be used as a university apartment, in virtue of my link with the Universitat Aut noma de Barcelona as a student.

In accordance with article 13.2. e) of Regulation (EU) 2016/679 of the European Parliament and Council, of 27 April 2016, relating to the protection of individuals with regard to the processing of personal data and the free movement of such data (RGPD), the communication of data to Vila Universit ria SL is a necessary requirement for the registration of the lease,

**I AUTHORIZE** the Universitat Aut noma de Barcelona to communicate my personal data to Vila Universit ria SL, in order to manage the rental contract of a place in the apartments of the Vila Universit ria of the UAB Campus.

And, in order to ensure conformity and my express consent, I hereby sign this document to Cerdanyola del Vall s, on fechaContrato3

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[signature]