



General Terms and Conditions of Lease (Rental Regulations)

§ 1

GENERAL

1. These General Terms and Conditions of Lease (hereinafter “**GTCL**”) shall determine the principles of reservation, conclusion, termination, modification and implementation of Lease of Apartments for non-residential purposes for natural persons - except students - in the common accommodation facility with the name: Zeitraum Racławicka Apartments in Krakow, the general rules of operation of the Zeitraum Racławicka Apartments, and the rights and obligations of the Parties to the Lease Agreement.
2. These GTCL are an integral part of the Lease relationship formed upon conclusion of the Agreement.
3. The Lease Agreement is concluded between the Tenant and Zeitraum. The Tenant can be a person, from the at least age of 18 years (adult) or a company – in the last case accommodated person needs to be adult.
4. Terms used herein shall have the following meaning:
 - 1) **Zeitraum or Landlord** — Zeitraum Racławicka Limited liability company with its registered office in Warsaw at Saint Barbara 6/8 st., flat 47 (00-686 Warsaw), entered into the Register of Entrepreneurs by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under National Court Register number 0001094493,
 - 2) **Tenant** — person or a company which concluded the Lease Agreement z Zeitraum, as well as the person using an Apartment under the Lease Agreement,
 - 3) **Zeitraum Racławicka Apartments** — separate part of multi-storey building erected on a plot located in Krakow, at ul. Racławicka 58, Krakow and rented by Zeitraum,
 - 4) **Apartment** — specific room(s) rented to a specific Tenant for his exclusive use,
 - 5) **Common Areas** — parts of the Building or Real Property made available for use by all Tenants (not for the exclusive use of a Tenant/Tenants of a specific Apartment), including, in particular, shared kitchens, common areas for recreation, yard, lobby with a reception desk, corridors and stairways,
 - 6) **Reception Desk** — reception desk of the Zeitraum Racławicka Apartments ,
 - 7) **Website** — website available at <https://students.zeitraum.re> operated by Zeitraum,
 - 8) **Parties** — Zeitraum and Tenant,
 - 9) **Agreement** — lease agreement concluded between Zeitraum and the Tenant, with important provisions concerning Lease,
 - 10) **Lease** — Lease of Apartments in the Zeitraum Racławicka Apartments as defined in the Agreement and these GTCL, commencing conditionally upon conclusion of the Agreement.
 - 11) **Rent** — a fixed fee depending on the type of room, including payment for water, heating, electricity, Internet, and - depending from the Lease Agreement type - with included Services or without included Services,
 - 12) **Deposit** — a fixed sum of money depending on the type of Apartment and having or not having Polish citizenship/registered office in Poland, the purpose of which is to secure claims in case of default or negligent performance of the Agreement by the Tenant. The deposit can be used to cover losses arising from the performance of the Agreement,
 - 13) **Administrative Fee** — fixed sum of money to be borne by the Tenant for with the administrative handling of the reservation,



14) **Services** — additional services for Tenants which may be – depending from the Lease Agreement type – included in Rent or possible to be ordered additionally by the Tenant at Zeitraum. The list of offered Services included in the Agreement or which may be (depending from Agreement type) ordered by the Tenant for the Apartment for additional price constitutes **Appendix no. 1** to this GTCL.

§ 2

CONCLUSION OF THE AGREEMENT

1. The Agreement can be concluded as follows:
 - 1) **For a period of up to 1 month including Services** – only as distance agreement in the meaning of online reservation system, **separate General Conditions are applicable!**
 - 2) **For a period of 1-12 month including Services** – as a distance agreement in the meaning of online reservation system or in the simultaneous presence of both Parties at the Reception Desk in writing (with signatures) with possibility of a prior non-binding reservation of Apartment via e-mail request,
 - 3) **For a period of 1-12 month without Services** – as a distance agreement in the meaning of online reservation system or in the simultaneous presence of both Parties at the Reception Desk in writing (with signatures) with possibility of a prior non-binding reservation of Apartment via e-mail request,
2. It is not possible that the person to use an Apartment is a minor or a person with limited capacity to perform acts in law, the Apartment can be leased only by adults. A minor or a person with limited capacity to perform acts in law shall be entitled to use the Apartment than only being accompanied by their parent or legal guardian. Zeitraum does not provide any protection or childcare services for minors in the Zeitraum Racławicka Apartments. The presence of minors or persons with limited capacity to perform acts in law in the Apartment and in the Zeitraum Racławicka Apartments takes place on sole responsibility of their parents and/or legal guardians.
3. A distance Agreement is concluded through the Website using the relevant application – by online reservation system (hereinafter “**Application**”). Possibility to conclude the Agreement on distance is granted only in case of Lease with included Services – see Section 1 points 1) - 2) of this paragraph.
4. To use the Application, the user must set up an user account. To set up an account, the user needs to enter a personal username, set a password, and provide some personal and contact details, including an e-mail address and confirm his/her age and capacity for legal acts. If the Agreement is concluded, the account will be used for communication between Zeitraum and the user and — when the conditions for the effectiveness of the Agreement are satisfied — the Tenant.
5. When the account is created, the user can access the Application. Then, the user is guided through the process of providing information relevant for the Lease and determining important provisions of the Agreement by means of forms and prompts.
6. The user shall select the type of Apartment (single, double). A vacant Apartment which satisfies the characteristics indicated by the user is selected automatically.
7. When the process of providing information relevant for the Lease and determining important provisions of the Agreement is completed in the Application, the Agreement will be generated automatically in the Application. Then it can be verified by the user and amended if necessary. After final acceptance of the Agreement by the Tenant by clicking the final binding confirmation button in the Application the Tenant gets to the e-mail address that submitted in the Application:
 - a) **booking confirmation,**



- b) **data for payment of security Deposit and Administrative Fee and**
- c) **in case of conclusion of Agreement for period 1-12 month including Services – the concluded Agreement in documentary form.**

8. Throughout the procedure in the Application, the user can review the GTCL, save the GTCL file on any device used or print it out.
9. **The Agreement is made under a condition precedent that the Tenant pay a securing Deposit as well as the Administrative Fee in the amounts due, all within 3 days from the conclusion of the Agreement. As soon as the condition is fulfilled, the Agreement becomes fully effective.**
10. The period of 3 days referred to above can be individually extended at the request of the user. The period is extended by Zeitraum in a documentary form (as understood under Article 77² of the Polish Civil Code, by e-mail sent to an address provided during registration in the Application or other address indicated by the User).
11. If the conditions mentioned above are not fulfilled, the Agreement shall terminate automatically and the termination shall be notified to the User by e-mail and a message sent to the User's account in the Website. It does not prejudice the user's possibility to conclude an Agreement again, provided that other requirements of these GTCL are satisfied, in particular if there are vacant Apartments in the Zeitraum Racławicka Apartments.

§ 3

APARTMENTS AND COMMON AREAS

1. There are single and double Apartments in the Zeitraum Racławicka Apartments.
2. Under a Lease Agreement the Tenant has an exclusive and independent right to use the entire Apartment, including the facilities and equipment installed therein.
3. Under the Lease Agreement, the Tenant has the right to:
 - 1) use the Apartment on terms and conditions as defined in the Agreement and the GTCL,
 - 2) use the facilities in the Apartment on terms and conditions as defined in the Agreement and the GTCL,
 - 3) have visitors between 8 AM and 10 PM provided that it does not prejudice the possibility to use the Apartment by its other Tenants freely and without disturbance, and the possibility to use other Apartments and Common Areas by other Tenants and their guests, and that the other Tenants of the Apartment do not expressly object.
4. The Tenant has the right to use Common Areas and the facilities located therein (however use of some facilities is subject to a fee), as well as balconies regarded as Common Areas and accessible from the corridor.
5. The Apartment shall be used for non-residential purposes only (short term accommodation stay). The Tenant shall not sublet the Apartment in part or in full or otherwise provide it to any third parties.

§ 4

RESPONSIBILITIES OF THE TENANT

1. The Tenant shall:
 - 1) comply with the provisions of the Agreement and the GTCL,



- 2) comply with the Rules of the Zeitraum Racławicka Apartments, if such are drawn up, and the rules of occupancy, including in particular those set out herein, especially make no noise that could disturb neighbors at night, the fine for disturbing quiet hours is EUR 60,
 - 3) not disturb other Tenants at the Zeitraum Racławicka Apartments or their guests by using the Apartment and Common Areas with respect for their rights and their freedom to use their Apartments and Common Areas,
 - 4) pay Rent within the time limit as indicated in the GTCL, in a manner defined in the Agreement,
 - 5) pay for Services not included in the Rent within the time limit as indicated in the GTCL, in a manner defined in the Agreement,
 - 6) keep the Apartment and Common Areas clean and tidy (the fine for not keeping common places clean is EUR 60), in good working order and in compliance with health and hygiene rules, care about their facilities, aiming for no more than normal wear and tear, in particular care about stairways, staircases, corridors, utility rooms and kitchens and protect them from damage or devastation,
 - 7) update their personal details provided in the Agreement or the registration card whenever they change, in a notification e-mailed to Zeitraum or in person in the reception.
 - 8) compensate Zeitraum for the damage to the Apartment or Common Areas, including the equipment or elements of the facilities, caused by the Tenant or persons for whom they are responsible (including guests); any damage resulting to the Apartment during the term of Lease shall be regarded as caused intentionally. In such a case, relevant damages shall be compensated on the basis of an invoice or other billing document issued by a party that repaired the damage or an estimate of costs drawn up by Zeitraum.
 - 9) provide Apartment for necessary technical inspection of electrical equipment and installations, fire protection installations and plumbing system.
 - 10) in case of non-serviced Apartments - clean and hand over the Apartment in the same condition as the Tenant received it at the beginning of the Lease.
2. It is forbidden in particular to:
- 1) make any modifications to the Apartment, even if they do not alter its substance, without the express approval of Zeitraum, including construction changes, such as conversions or repairs, or changes to the use of the Apartment or Common Areas,
 - 2) modify or alter the substance of the Apartment or equipment found therein, including making self-made repairs, in particular to walls, floors, hard floorings, carpets or wall claddings, doors and windows, furniture, domestic appliances, water and sanitary fittings, radiators, etc.,
 - 3) paint walls, floors, hard floorings, doors or windows, drill in walls, hammer in any elements or disturb them in any other way,
 - 4) paint, wrap or otherwise interfere with the appearance or operation of domestic appliances, water and sanitary fittings, radiators, etc.,
 - 5) cover, unscrew, or interfere with the work of detectors of the fire protection system. In the event of breaking this prohibition, there will be imposed a fine of EUR 60.
 - 6) hang any paintings, posters, etc., both in the Apartment and in the Building by using tapes, adhesives, nails, plasticine, tacks, etc. (announcements and posters can be put up in a designated place with the express permission of Zeitraum),



- 7) use electrical or electronic equipment that consumes an amount of electricity above the normal level (Bitcoin excavators, etc.), including equipment typically designed for business operations, e.g. manufacturing, production or similar activities,
- 8) throw any objects out of the windows in the Apartment or the Building,
- 9) use any other Apartment than the one that is covered by the Agreement, also when other Apartments in the segment remain without tenants,
- 10) use mattresses and bed liners without pads and bedding. Significant damages or making them unsuitable to be used by subsequent tenants will result in imposing a fine on the Tenant to cover washing costs and to replace them for a new equipment.

§ 5

RULES OF OCCUPANCY

1. It is forbidden to make any noise that could disturb the neighbours/guests in other Apartments in the Zeitraum Racławicka Apartments from 10:00 PM until 06:00 AM.
2. It is allowed to have a maximum 2 guests in the case of an Apartment. In a situation where the number of guests is higher than the regulations allow, Tenants are obliged to use Common Areas such as kitchen, lounge, game room, etc.
3. Groups or organizations are allowed to operate in Common Areas by prior arrangement with the Landlord.
4. It is prohibited to:
 - 1) conduct any business activity in the Apartment, including production, sales, manufacturing, catering or any other professional or similar activities,
 - 2) keep animals, or host unaccompanied children under the age of 16 on the Zeitraum Racławicka Apartments or in the Apartment,
 - 3) bring and consume alcohol within the Zeitraum Racławicka Apartments,
 - 4) consume, keep, manufacture or use unauthorized substances in the Zeitraum Racławicka Apartments,
 - 5) store substances which are poisonous, stinky, flammable, toxic or otherwise hazardous to human life or health or cause nuisance to the environment in the Zeitraum Racławicka Apartments,
 - 6) smoke cigarettes, e-cigarettes, IQOS, or use tobacco heaters or similar devices at the Zeitraum Racławicka Apartments (bongo, hookah, pipe). For smoking in Zeitraum Racławicka Apartments, there will be imposed a fine of EUR 120. For smoking in the room, there will be imposed a fine of EUR 120, covering the total cost of refreshing the Apartment with the smell and sediment caused by smoking.
 - 7) use burning candles or incenses,
 - 8) use devices which may damage the Apartment or the Zeitraum Racławicka Apartments, or cause danger or nuisance to Tenants or their guests, e.g. use domestic appliances away from designated places, or cook, heat or store stinky or stale items in the Zeitraum Racławicka Apartments
 - 9) hang posters or announcements away from designated places in the Zeitraum Racławicka Apartments
5. Penalties will be imposed for non-compliance with the above rules according to the current valid list of penalties.



6. In the situation of a fire alarm or bomb alarm in the Zeitraum Racławicka Apartments, the perpetrator will be charged for the cost of arrival of the fire brigade and/or Police in accordance with the invoice received by Zeitraum.
7. Any acts or omissions that may disturb the peace of other Tenants are not allowed, in particular those that may result in noise emissions above the normal level.
8. Any acts or omissions that violate public order or good morals are also prohibited.

§ 6

RIGHTS AND OBLIGATIONS OF ZEITRAUM

1. Under the Lease Agreement, Zeitraum shall:
 - 1) ensure the possibility of using/sharing the Apartment and Common Areas by the Tenant,
 - 2) clean and maintain Common Areas,
 - 3) make any repairs to the Zeitraum Racławicka Apartments, including the Apartment, also to items whose modification or repair is prohibited for the Tenant,
 - 4) ensure water supply and sewage disposal to and from the Apartment, heat and power supply and Internet access, however, Zeitraum shall not be held liable for any interruptions in the supply of these services caused by or resulting from downtimes or faults on the part of providers,
 - 5) handle all reclamations submitted by the Tenant at the Reception Desk, by phone or via contact form on the Website – the reclamations shall be answered immediately and if the reclamation is justified Zeitraum will introduce rectifying actions depending from the situation and kind of the reclamation.
2. Zeitraum has the right to:
 - 1) collect the Rent in accordance with § 7 below,
 - 2) collect and recover any claims against the Security Deposit in accordance with § 7 below,
 - 3) entrust Zeitraum staff or third parties with the performance of Zeitraum's rights and obligations under the Lease Agreement,
 - 4) appoint, from among Zeitraum staff or third parties, an Administrator authorized to act for Zeitraum in certain activities,
 - 5) install video surveillance equipment in Common Areas, at the Reception Desk and at the entrance to the Zeitraum Racławicka Apartments,
 - 6) transfer the Tenant to another Apartment,
 - 7) enter the Apartment:
 - a) immediately in an emergency, including in particular in the event of a risk of damage, flooding, destruction or fire, or in the event of a reasonable suspicion that the Apartment is occupied by a person in need of help or that illegal activities are being carried out within or that applicable laws are being violated,
 - b) in order to carry out necessary repairs or maintenance work, or technical or other inspections, including those affecting the technical condition of the building and its use, as resulting from applicable laws, however, in order to exercise this right, Zeitraum shall notify the Tenant of the date of repair, maintenance work or inspection and may exercise the right to enter the Apartment only in the event of Tenant's absence in the Apartment on the specified date.



- c) in order to check the cleanliness of the Apartment and the correct use of items in the Apartment or to conduct Services.
- d) in case of suspicion that there is a third person on the premises of the Apartment, who is not a Tenant of the Zeitraum Raclawicka Apartments.
- 8) check the cleanliness of Common Areas including refrigerators and
- 9) imposing penalties in accordance with §5 Section 5) hereof.

§ 7

RENT AND OTHER FEES; SECURITY DEPOSIT

1. Under the Lease Agreement the Tenant shall pay the Rent in amount as defined in the Agreement and the Fee for Services ordered by the Tenant and not included in the Rent - according to the Price List for Services contained in the **Appendix no. 1** hereto. The Tenant shall also pay a one-time Administrative Fee upon conclusion of the Agreement. All payments need to be made in dates stipulated in the Lease Agreement.
2. The Administrative Fee is paid once at the conclusion of the first Agreement in the amount of EUR 65.
3. Zeitraum accepts payment of the Security Deposit, Rent, Administrative Fee and Fee for Services ordered by the Tenant and not included in the Rent in Euro or as equivalent in PLN – as chosen in the Agreement:

By direct transfer to ZEITRAUM bank account in EUR currency:

mBank S.A.
ZEITRAUM SP. Z O.O.
Wspólna 35/9, 00-519 WARSZAWA

EUR Rent and other payments (fees, penalties etc.)

IBAN: **PL65 1140 2062 0000 7427 4100 1011**

BIC/SWIFT: BREXPLPWXXX

EUR Deposit

IBAN **PL38 1140 2062 0000 7427 4100 1012**

BIC/SWIFT: BREXPLPWXXX

By direct transfer to ZEITRAUM bank account in PLN currency:

PLN Rent and other payments (fees, penalties etc.)

IBAN: **PL76 1140 2062 0000 7427 4100 1007**

BIC/SWIFT: BREXPLPWXXX

PLN Deposit

IBAN **PL49 1140 2062 0000 7427 4100 1008**

BIC/SWIFT: BREXPLPWXXX

The payment is made with the date of payment, being the date on which the Zeitraum account is credited with the respective amount.



5. The method of payment of the Rent and Fee for extra ordered Services (if applicable) is indicated by the Tenant when concluding the Agreement. The Tenant shall make a relevant statement by checking an appropriate box under the 'Select payment method' header in the Application or by checking an appropriate statement in a written Agreement.
6. If the Tenant selects payment by bank transfer, the Tenant agrees to include their full name and period of the Rent in each transfer description field.
7. The amount of the Security Deposit equals the sum indicated in the Lease Agreement.
8. If the Tenant is a person permanently residing abroad, the amount of the Security Deposit is increased by an additional amount on account of the higher cost of enforcing any potential receivables.
9. Fees for partial months of the Lease, in particular if the Lease Agreement is made mid-month or expires before the end of the next full month, shall be prorated based on the duration of Lease in a given month in relation to the number of days in that month. The rental period results directly from the Agreement and is independent of the date of actual moving in or moving out of the Tenant from the Apartment.
10. The Security Deposit shall be paid in an appropriate amount within the time limit set forth in § 2 above.
11. The Security Deposit can be used to satisfy any claims of Zeitraum against the Tenant, in particular for delays in the payment of the Rent (and the Fee for Services or claims for compensation of any damage to ZEITRAUM assets or damage to third party assets, which Zeitraum is obliged, inter alia covering the cost of new key, keyrings and entrance cards if they are lost (the penalty for the lost card - EUR 25).
12. Zeitraum does not return to the Tenant the Security Deposit in the event of sublease by the Tenant of the Apartment in the Zeitraum Racławicka Apartments to a third party.
13. In the event of any delay in the payment of the Rent or of the Fee for additional ordered Services, Zeitraum shall e-mail a reminder to the Tenant, 2 days after the due date. If no payment is received by the end of the 3rd day after the due date, Zeitraum shall be entitled to settle its claims from the Security Deposit, which shall be notified to the Tenant by e-mail. In such a case, the Tenant shall supplement the Security Deposit within 7 days from the date of receipt of the notice.

§ 8

AMENDMENTS TO THE AGREEMENT OR THE GTCL

1. The GTCL can be amended by Zeitraum by displaying the relevant information in the Zeitraum Racławicka Apartments and notifying the Tenant of any amendments by e-mail.
2. Any amendments to the GTCL shall become effective 14 days from the date of announcement.
3. In the event of amendment of the GTCL, the Tenant has the right to terminate the Lease Agreement with one month's notice.
4. If the Tenant terminates the Lease Agreement in accordance with item 3 above or if an amendment to the GTCL becomes effective during the Tenant's notice period, the previous version of the GTCL shall be binding on the Tenant until the termination of the Lease Agreement unless the amendment results from a change to relevant regulations, a court decision creating or altering rights or a decision of administrative authorities.
5. In the event of a change in the price of the Services by their suppliers regarding the Services included in the Rent, Zeitraum is entitled to change the amount of the Rent in a manner that reflects the change in the prices of the relevant Services on the basis of a unilateral notification delivered to the Tenant.



6. The change in the Rent is effective from the calendar month following the month in which the Tenant was notified in accordance with Article 8.6 above.
7. Zeitraum is entitled to change the amount of the Rent in this way at most once every two months of the Lease.
8. The Tenant has the right to withdraw from the Agreement in the event of a substantial increase in the Rent.
9. Zeitraum is also entitled to increase the Rent by the inflation rate announced by the Main Statistical Office for the previous calendar year always on 1 January of the relevant calendar year. The basis for increasing the Rent will always be the Rent valid on 1 January of the relevant calendar year. The increase in the Rent will be made after the publication of the inflation rate by the Main Statistical Office, by a unilateral notification of Zeitraum sent to the Tenant, and this increase will always be valid from the month following the month in which the Tenant was notified by Zeitraum pursuant to the GTCL.

§ 9

TERM AND TERMINATION OF LEASE

1. The Lease Agreement is made for a definite term as specified in the Agreement.
2. The Landlord may terminate the Lease without notice in the event of:
 - 1) delay in the payment of rent for one full payment period,
 - 2) failure to supplement the Security Deposit within the time limit set forth in the GTCL,
 - 3) the Tenant damaging or making useless the Apartment or the Zeitraum Racławicka Apartments, including any equipment or elements of the facilities located therein, or creating a threat to the safety of other Tenants or Guests or to the public safety.
 - 4) gross or continuing violations of the provisions of the Agreement or the GTCL by the Tenant, in particular the Rules of Occupancy, and if any breach of the rules of social conduct and good unneighborly relations renders it impossible or difficult to use the other Apartments or Common Areas,
 - 5) subletting or otherwise making the Apartment available or any part thereof to third parties,
 - 6) Tenant receiving guests against the provisions of the GTCL.
3. The Tenant may terminate the Lease without notice in the event of gross or continuing violations of the provisions of the Agreement by the Landlord or the GTCL specified in §6 section 1.
4. The Tenant may also terminate the Lease without the notice period, before the beginning of the Lease specified in the Agreement (prior to the check-in in the Apartment). If the notification is submitted within 30 days prior to beginning of the Lease term, the Tenant has the right to receive the entire amount of the paid Security Deposit. If the notification is submitted less than 30 days before the beginning of the Lease term, the Deposit is not refundable. The Administrative Fee is not refundable regardless of notification period.
5. If the contract is terminated by the Tenant before the beginning of the Lease period but the Agreement has been later physically signed by the Tenant afterwards, it has legal force and cannot be terminated.
6. In the event of an immediate termination of the contract by the Landlord, resulting from the provisions of §9 section 2, the Security Deposit will not be returned.
7. Termination shall be made in writing or in a document form, in a declaration sent to the e-mail address of the other Party.
8. Notwithstanding the above if the Tenant is consumer who has concluded a distance or off-premises Agreement may, within 14 days, withdraw from that contract without giving any reason and without



incurring costs using the template of the declaration regarding withdrawal from the Agreement enclosed as Appendix no. 3 hereto.

§ 10

EXPIRY OF LEASE

1. After the expiry of the Lease Agreement, the Tenant shall immediately, but no later than by 11:00 am on the last day of the contract's validity, return the Apartment to Zeitraum, free from any objects, persons, or other encumbrances, and return the Apartment's equipment, card and keys and in the same condition as it was at the time of handover to the Tenant, taking into account the usual wear and tear with proper use.
2. Zeitraum charges final Cleaning Fee of 60 EUR per person. This fee will be deducted out of the Security Deposit or paid by the Tenant at the reception upon departure.
3. Failure to comply with requirement to return the Apartment's equipment, card and keys will result in penalty of 60 EUR for each item.
4. Delivery of the Apartment to Zeitraum shall be documented in an handover protocol. The final acceptance of the Zeitraum Apartment will take place after signing the handover protocol in the presence of the Zeitraum administration employee from Monday to Friday from 09:00 - 15:30. Tenant's refusal to sign the certificate shall result in the possibility to deliver it unilaterally by Zeitraum.
5. In the event of a delay in complying with the obligation to deliver the Apartment in accordance with item 1, the Tenant shall pay to Zeitraum liquidated damages in the amount of double Rent as per day plus an Administrative Fee for each day of delay, which does not prejudice the possibility to seek compensation for the damage in excess of the amount of liquidated damages on general terms. Zeitraum has the right to settle its claims for liquidated damages and compensation from the Security Deposit.
6. After the expiry of the Lease, up to 30 days from the date of termination of the Lease and when Tenant will provide the bank account number, in accordance with item 1, the Security Deposit shall, after any deductions, be refunded to the Tenant by payment effected to the bank account indicated by the Tenant by e-mail, provided that such indication is made prior to the return of the Deposit.
7. All costs of commissions and fees related to the return of the Security Deposit are covered by the Tenant.
8. If the Tenant leaves any objects in the Apartment after the expiry of the Lease and no mention to this effect is included in the delivery certificate, Zeitraum shall ask the Tenant by e-mail to collect any such objects within 3 days from the date of receipt of the notice. After the lapse of this period, Zeitraum shall be entitled to collect such objects, remove them from the Apartment and store them at a place of its choice at the risk and expense of the Tenant, and the Tenant shall be notified accordingly in a separate e-mail.
9. Moreover, the Agreement shall terminate automatically if the Tenant fails to receive the Apartment within the time limit set forth in the Agreement 3 days after the date set for the receipt. The period can be extended by Zeitraum in a document form (e-mail sent to an address provided during registration in the Application or other address indicated by the user).



10. In the event of termination of the Agreement, or in the event of withdrawal by the Tenant in accordance with applicable regulations, if the Tenant has executed any payments on account of the Agreement, they shall not be refunded.

§ 11

FINAL PROVISIONS

1. The possibility to set off any receivables due to the Tenant against Zeitraum against any receivables related to the payment of the Rent, Administrative Fee or the Security Deposit is expressly excluded.
2. Amendments to the Agreement other than amendments to the GTCL must be agreed by the Parties and made at least in documentary form otherwise being null and void.
3. The Lease relationship shall be governed by Polish law, in particular the Civil Code shall apply to these General Terms and Conditions of Lease and the Agreement. The application of provisions of Polish Act on Protection of Tenants are not applicable since the Lease relationship is expressly not concluded for residence purposes but only for a short term accommodation stay and the Apartments are only collective accommodation units, no flats allowed for occupancy for residential purposes. The building Zeitraum Raclawicka Apartments is not a hotel or similar facility, therefore Zeitraum takes no responsibility for the items of Tenant and his guests brought into the Apartment or the Zeitraum Raclawicka Apartments. All items are brought to the Apartment and/or Zeitraum Raclawicka Apartments on the own risk of the Tenant and his/her guests.
4. The court competent to hear cases related to this Agreement shall be a common court having jurisdiction over the location of the Zeitraum Raclawicka Apartments.
5. If the Agreement is drawn up in two language versions, the Polish version shall prevail and have priority.



Appendix no. 1

PRICE LIST FOR SERVICES NOT INCLUDED IN THE RENT

Cleaning the Apartment 200 pln – once a month

Changing bed sheets 100 pln- once a month

Cleaning the Apartment 400 pln – twice a month

Changing bed sheets 200 pln- twice a month

Pets 100 pln/monthly per one

Parking 220 pln/monthly



Appendix no. 2

CONSENT OF THE TENANT TO PERSONAL DATA PROSESSION

Personal Data Controller

The controller of personal data processed in connection with the use of the website <https://www.students.zeitraum.re/> is:

Zeitraum Racławicka Limited liability company with its registered office in Warsaw at 35 Wspólna st., flat 9 (00-519 Warsaw), entered into the Register of Entrepreneurs by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under National Court Register number 0001094493

Purposes and Legal Basis of Processing

User data are processed for the following purposes:

- to ensure the proper functioning of the website (e.g. saving cookie preferences),
- to communicate with the user (e.g. via the contact form),
- to provide services or prepare offers,
- to fulfil legal obligations imposed on the controller.

The legal basis for processing data includes:

- Article 6(1)(a) GDPR (consent of the data subject),
- Article 6(1)(b) GDPR (performance of a contract or taking steps prior to its conclusion),
- Article 6(1)(c) GDPR (compliance with a legal obligation),
- Article 6(1)(f) GDPR (legitimate interest of the controller).

Categories of Processed Data

The controller may process, in particular, the following data:

- identification data (e.g. first name, last name),
- contact data (e.g. e-mail address, phone number),
- data related to the use of the website (e.g. IP address, cookie identifiers, browser data).

Data Recipients

Data may be shared with the following categories of recipients:

- entities processing data on behalf of the controller (e.g. IT service providers),
- entities authorized under the law (e.g. public authorities).

Transfer of Data to Third Countries

As a rule, personal data are not transferred outside the European Economic Area (EEA). If such transfer occurs, it will be carried out in accordance with Chapter V of the GDPR, and the controller will ensure an adequate level of data protection.

Data Retention Period

Personal data will be processed for a period:

- necessary to fulfil the purpose of processing,
- until consent is withdrawn (if processing is based on consent),
- in accordance with applicable legal regulations (e.g. obligation to retain accounting documents).

Rights of the Data Subject

Every person whose data is processed has rights under the GDPR, including:

- the right to access data,



- the right to rectify data,
- the right to erasure ("right to be forgotten"),
- the right to restrict processing,
- the right to data portability,
- the right to object to processing,
- the right to withdraw consent at any time,
- the right to lodge a complaint with a supervisory authority.

Supervisory Authority in Poland
President of the Personal Data Protection Office (PUODO)
ul. Stawki 2, 00-193 Warsaw
<https://uodo.gov.pl/>

If you have any questions regarding data processing, please contact the controller: info@zeitraum.re

Appendix no. 3

TEMPLATE OF THE DECLARATION OF THE CONSUMER ON WITHDRAWAL FROM THE LEASE AGREEMENT CONCLUDED ON DISTANCE WITHIN 14 DAYS FROM CONCLUSION DATE

TEMPLATE NOTICE OF WITHDRAWAL FROM A TENANCY AGREEMENT CONCLUDED AT A DISTANCE

(pursuant to Article 27 of the Polish Consumer Rights Act of 30 May 2014)

Place, Date: _____

Consumer's full name:

Address:

Phone / e-mail (optional):

To:

[Landlord / Zeitraum Racławicka Sp. z o.o. ul. Wspólna 35/9, 00-519 Warszawa]

STATEMENT

Pursuant to Article 27 of the Polish Act on Consumer Rights of 30 May 2014,
I hereby **withdraw from the tenancy agreement concluded at a distance** on _____
concerning the rental of the property located at:



ZEITRAUM
Apartments

ZEITRAUM RACŁAWICKA Sp. z o.o.
ul. Św. Barbary 6/8, lok. 47,
00-686 Warszawa, Polska

Telefon: +48 572 580 845
Email: raclawicka.apartments@zeitraum.re
www.zeitraum.re

The contract was concluded remotely, without the physical presence of the parties.

I am submitting this withdrawal within the statutory 14-day period from the date of the agreement.

Consumer's signature: