

## **ANNEX 1 to Dormitory Lease Agreement**

### **TERMS AND CONDITIONS OF DORMITORY LEASE AGREEMENT**

#### **I. GENERAL PROVISIONS**

1.1. The parties shall follow the Dormitory Lease Agreement, these Terms and Conditions of Dormitory Lease Agreement (hereinafter the Terms and Conditions), the House Rules of the Dormitory (hereinafter the Rules) and the Instructions of Use of Premises and Effects of Dormitory (hereinafter the Instructions of Use) and other possible annexes to be made in the future (hereinafter all the specified and referred documents jointly referred to as the Agreement) and the legislation in force in the Republic of Estonia, which regulates the legal relationships arising from the Agreement.

1.2. Under the Agreement the landlord (the possessor of the property) shall let to the resident the property constituting the object of lease.

1.3. The landlord possesses the property, which constitutes the object of lease, on the basis of the right of ownership.

1.4. The resident undertakes to perform the Agreement and ensure the preservation, purposeful use, maintenance of the property which the resident has been granted use of under the Agreement and return of the property to the landlord undamaged upon expiry of the Agreement.

1.5. The Tenant confirms that they have reviewed the data protection terms of Muusa Majutus dormitory available on the website [www.yhikas.ee](http://www.yhikas.ee) and that these terms are clear and understandable to them.

1.6. The Tenant is responsible for ensuring that the contact details (telephone number, email address, postal address) and bank account information provided in the agreement are valid and up to date. Notifications sent by the Landlord to the email or postal address specified in the agreement shall be deemed delivered to the Tenant within 3 days of dispatch.

1.7. The Tenant confirms that they have reviewed the price list available on the Landlord's website [www.yhikas.ee](http://www.yhikas.ee), which sets out the prices of services provided, contractual penalties, and reimbursement rates for costs. The aforementioned price list forms an integral part of these general terms and conditions.

#### **II. OBJECT OF LEASE RELATIONSHIP**

2.1. The object of the lease relationship arising from the Agreement is a Dormitory room in a building possessed by the landlord at Kuhlbarasi 1 in Tallinn (hereinafter the Building or also the Dormitory) and the public premises of the Building and the effects located on such premises. The object of the lease relationship and the condition thereof shall be specified in the deed of delivery of the premises and property, which constitutes an inseparable annex to the Agreement.

2.2. The resident has the right to use the property in accordance with the Rules and the Instructions of Use.

2.3. The property may be used by other persons who have entered into an agreement with the landlord pursuant to the number of persons the let room(s) can accommodate.

#### **III. ENTRY INTO FORCE**

3.1. The Agreement between the landlord and the resident shall be deemed as made and entered into force as of the moment when the resident has clicked on the button "I accept the terms and conditions of the agreement and enter into the agreement" in the electronic system after the resident has been identified on the basis of their ID card, the resident has inserted her/his data and accepted the annexes to the Agreement.

#### IV. CONTRACTUAL PAYMENTS

4.1. The Tenant shall pay rent to the Landlord for the preceding month. The amount of rent is fixed on the title page of the Agreement and depends on the number of tenants using the room. If the contractual tenancy begins in the first half of a calendar month, i.e., on any date between the 1st and the 15th (inclusive), 100% of the monthly rent shall be payable for the first month. If the contractual tenancy begins in the second half of a calendar month, i.e., on any date between the 16th (inclusive) and the last day of the month (inclusive), 50% of the monthly rent shall be payable for the first month.

The rent includes the fee for the use of the room, the common areas, and the furnishings located therein, as well as utility costs (water and sewerage, electricity and thermal energy, including heating, hot water, and waste disposal). The Tenant shall pay for other services according to the Landlord's price list. Rent and charges for other services shall be reflected on the rental invoice.

4.2. The rent and possible additional costs shall be paid on the basis of invoices issued by the landlord to the resident in the amount and by the due date indicated on the invoice by way of a bank transfer to the landlord's account. The landlord shall submit to the resident an invoice, sending it to the e-mail address of the resident specified in the Agreement or in a later notice. The invoice shall be deemed as submitted to the resident regardless of whether the resident has opened and read it or not, unless the resident has submitted a complaint to the landlord within five (5) working days as of the issue of the invoice. The resident has the right to submit only reasoned complaints regarding invoices, whereby the complaint must be filed no later than within five (5) working days as of sending the invoice at the landlord's e-mail address specified in the Agreement or in a later notice. Later complaints shall be taken into account only if there are serious mistakes in them.

4.3. The landlord may unilaterally, by a decision of the manager of the Dormitory, amend the landlord's price list (incl. The rent, additional expenses and additional services) by publishing the respective notice on the notice board of the Dormitory, on the website of the Dormitory and by e-mail sent to the e-mail address of the resident specified in the Agreement or in a later notice. A notice of the entry into force of the price list shall be published and sent at least one (1) month before the entry into force of the amendments. If the resident does not consent to the amendments of the price list and does not want to continue the contractual lease relationship on the basis of the amended price list, the resident shall inform the landlord thereof in an e-mail sent within the aforementioned one-month term. In such an event the e-mail of the resident shall be deemed as a cancellation declaration on the basis of which the Agreement shall terminate on the date of entry into force of the amendments of the price list. The landlord may unilaterally amend the Terms and Conditions, the Rules and the Instructions of Use at any time, informing the resident thereof pursuant to the procedure laid down in this article. Upon entry into the Agreement, the resident agrees that the amendment of the Terms and Conditions of the Agreement published on the notice board and on the website shall be deemed as amendment of the Terms and Conditions of the Agreement.

4.4. Upon first entry into the Agreement, the resident shall pay a reservation fee that shall be kept by the landlord as the resident's security deposit as of the start of use of the property. Upon cancellation of the Agreement by the resident before the commencement of the use of the property, the reservation fee shall not be returned to the resident.

4.5. The amount of the security deposit and reservation fee per one place of accommodation shall be established by a decision of the manager of the Dormitory for each accommodation period (i.e. the period from the start of the academic year until the end of the academic year).

4.6 The security deposit ensures the fulfillment of the tenant's obligations arising from the agreement upon its termination. During the validity of the agreement, no set-offs shall be made from the security deposit to cover amounts payable.

4.7 The security deposit shall be returned to the tenant no later than twenty (20) working days after the termination of the agreement, provided that the tenant has fulfilled all obligations arising from the agreement towards the landlord. In the event of non-fulfillment of obligations, the landlord has the right to deduct from the security deposit any penalties, unpaid rent and fees for other services, the value of damaged or missing furniture or other property (including damage caused to the premises), as well as cleaning costs if necessary. Any remaining balance of the security deposit that is less than the bank transfer fee shall not be refunded by bank transfer.

4.8. The parties have agreed that no interest shall be paid to the resident on the security deposit during the Agreement term and that the landlord's claims against the resident during the Agreement term shall not be satisfied out of the security deposit.

## V. DUTIES AND OBLIGATIONS OF PARTIES

5.1. The landlord shall:

5.1.1. grant the resident use of the property which constitutes the object of lease and hand over to the resident a set of keys and a distance card;

5.1.2. guarantee the possibility of use of the accessory services required for using the leased property;

5.1.3. invoice the resident electronically for the rent and other services at the e-mail address specified in the Agreement or in a subsequent notice or, at the request of the resident, on paper at the resident's Dormitory address not later than by the tenth (10<sup>th</sup>) date of each month;

5.1.4. grant the resident use of other equal property if, due to a reason attributable to the landlord, the object of lease has become unfit for use, except in the event of renovation of the Dormitory;

5.1.6. inform of the ordinary cancellation of the Agreement at least 30 calendar days in advance.

5.2. The resident shall:

5.2.1. prudently and in accordance with the Rules and the Instructions of Use, use the property which constitutes the object of lease;

5.2.2. allow representatives of the landlord to freely enter any and all rooms, incl. to introduce them to a new resident in the event of an upcoming change of the resident;

5.2.3. refrain from harming the landlord's property;

5.2.4. follow the instructions, directives and precepts of the landlord's representative and the internal rules of accommodation, fire safety rules and other rules and legislation;

5.2.5. as of the moment of using a multiple-resident room alone pay the public utility expenses in full and inform the landlord of the desire to be relocated no later than two (2) months in advance and, in the event of failure to inform the landlord, pay full rent as of the third (3<sup>rd</sup>) month;

5.2.6. keep the leased property in a good condition, eliminate any damage caused by the resident or their guests and, if necessary, carry out repairs at one's own expense and coordinate any and all such or similar operations regarding the leased property with the landlord in writing in advance;

5.2.7. immediately inform the landlord's representative of any and all accidents, fire, etc. on the premises, immediately taking measures for the elimination of the accidents and their consequences without delay and for granting the safety of the residents;

5.2.8. bear material liability for the preservation and maintenance of the property handed over to the resident and compensate the damage caused or the expenses incurred for putting them in order;

5.2.9. In the event of damage or loss of the property compensate the landlord for the damage or loss as follows:

- EUR 17 for a distance card;

- EUR 37 for a security key;

5.2.10. return the property to the landlord on the date of expiry of the Agreement at least in the same condition that the resident received it, considering normal wear and tear;

5.2.11. pay the rent and any expenses pursuant to the landlord's invoices not later than by the twentieth (20<sup>th</sup>) date of each month;

5.2.12. upon making payments, pay the related bank transfer expenses;

5.2.13. compensate the landlord for any and all extrajudicial and judicial procedural expenses incurred for collection of a debt, including, but not limited to, state fees for expedited payment order procedure, legal assistance, transport and other possible expenses;

5.2.14. inform the landlord of the validity of the resident's visa or residence permit upon entry into the Agreement, inform the landlord of the issue of a new visa or residence permit immediately, and inform the landlord of the interruption or completion of studies within ten (10) days after the occurrence of the event;

5.2.15. not hand the leased property (incl. keys, distance card) over to other persons without the written consent of the landlord;

5.2.16. inform of the ordinary cancellation of the Agreement in writing or by a digitally signed e-mail at least 30 (thirty) calendar days in advance.

### 5.3. NOTICES AND APPLICATIONS

5.3.1. The parties have agreed that any notices and applications arising from the Agreement may be submitted to the other party via the <http://www.yhikas.ee> portal, unless a different manner of communication arises from the Agreement. Upon sending a notice to the yhikas.ee portal, it shall be deemed that the party has received the notice and has had a reasonable chance to access it once two (2) working days have passed from sending it. The receipt of a written notice and application is presumed if three (3) days have passed from posting it. Notices and applications delivered in person shall be deemed as received as of the moment the recipient confirms receipt with their signature. An e-mail shall be deemed as received by the other party not later than as of the working day following the day of sending. If the party's mail or e-mail address specified in the Agreement changes, the party shall inform the other party thereof immediately in a manner specified in the Agreement, thereby accurately indicating the new details.

### VI RIGHTS OF PARTIES

6.1. The landlord has the right to:

6.1.1. demand that the resident perform the duties and obligations laid down in the Agreement;

6.1.2. check the purposeful use, preservation and maintenance of the property which constitutes the object of lease and, where necessary, make the respective compulsory precepts;

6.1.3. terminate the Agreement extraordinarily, without following the terms of cancellation if the circumstances specified in article 8.2 become evident;

6.1.4. charge default interest at the rate of 0.15% of the overdue sum per day in the event of failure to pay the rent by the due date;

6.1.5. commence the calculation of default interest as of the day that follows the day when the payment was due until the date of accrual or set-off (included);

6.1.6. in the event an invoice is paid after the due date (with a delay), consider the default interest arising from the late payment as paid from the available funds first, followed by the resident's principal debt;

6.1.7. charge EUR 64 of accessory expenses for smoking in a prohibited place and in the smoking room whose door has not been closed or for covering up a smoke detector, charge the person(s) who caused a call of a security unit EUR 37 per call and have the person(s) who caused a false call of the Rescue Board or created an emergency situation compensate the related expenses on the basis of the size of the landlord's claim;

6.1.8. check (dormitory manager, receptionist or another representative) the relationship of the persons located in the Building with the Dormitory. In the event of absence of a relationship the representative of the landlord has the right to demand that the checked person leave the Building or to arrange the forced expulsion of the person from the Building in accordance with the law in force;

6.1.9. confiscate the distance card and keys from persons who are not authorised to use them;

6.1.10. enter into agreements regarding the use of the object of lease also with other persons, depending on the number of residents that the room can accommodate.

6.2. The resident has the right to:

6.2.1. demand that the landlord perform the duties and obligations laid down in article 5.1;

6.2.2. demand that the rent be reduced if the terms and conditions of use of the property set out in the Agreement have or the condition of the property has deteriorated for reasons independent of the resident;

6.2.3. in the event the property becomes unfit for use for a reason for which the resident is not responsible, demand that the landlord replace the property with equal property, informing the landlord thereof in writing in advance;

6.2.4. cancel the Agreement extraordinarily without following the terms of cancellation if the leased residential premises cannot be used due to a reason independent of the landlord.

## VII LIABILITY OF PARTIES

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

7.2. The lessor shall not be liable for the preservation of the lessee's property in the room allocated to the lessee. Similarly, in no case shall the lessor be liable for the preservation of, injury to and any other similar circumstance and possible damage to property, incl. a bicycle, other means of transport or vehicle and property therein, which is in the possession or ownership of the lessees and their guests and is located in the dormitory – in premises, in common and joint parts of the building and in the territory, incl. in the car and bicycle park, and in other areas.

7.3. The lessee shall assume solidary liability with other lessees for the preservation and good condition of property in the premises that are in the joint use of the lessees.

## VIII AMENDMENT AND TERMINATION OF AGREEMENT

8.1. The Terms and Conditions of the Agreement may be amended pursuant to the procedure laid down in the Agreement and in the annexes thereof or by written agreement of the parties.

8.2. The Agreement shall be terminated on the basis of a calendar month, i.e. the wish to terminate the Agreement that has been notified of the previous calendar month shall take effect at the end of the next calendar month. The resident shall cover the costs (the rent + additional charges) until the date of termination of the Agreement.

8.3. The parties have the right to terminate the Agreement at any time (ordinary cancellation of the Agreement) by informing the other party thereof in writing or in a manner which can be reproduced in writing (incl. an e-mail at the e-mail address specified in the Agreement or in a subsequent notice) at least 30 (thirty) calendar days in advance. The resident shall vacate the object of lease on the date of expiry of the Agreement. Otherwise the landlord shall have the right to take the following steps:

8.3.1. in the presence of a witness enter the premises used by the resident;

8.3.2. clear the room of the resident's personal belongings, taking possession of them until handing them over to the owner and guaranteeing their preservation for three (3) months as of the date of expiry of the Agreement. Upon taking custody and delivery of the property, the respective deeds shall be drawn up and approved with the required signatures.

8.4. If in spite of an advance notice the resident refuses to vacate the premises or obstructs making the premises vacant, the student village shall have the right to take measures in accordance with the laws of the Republic of Estonia in order to vacate the premises.

## IX RESOLUTION OF DISPUTES

9. Any and all disputes arising from the performance, cancellation, amendment and application of liability under the Agreement shall be subject to resolution by agreement of the parties. Failing agreement, the dispute shall be resolved in court.