

REGISTRY OF PERSONAL PROPERTY

Entry 20190010872 Date 25/01/19 R2

Agenda 21 Sheet 1580 Registration nº 20190009618

[Prv.] 3.63

ruvic

UNIVERSITY RESIDENCE

**GENERAL CONTRACT CONDITIONS FOR THE VIC UNIVERSITY RESIDENCE**

V-2018

**ONE.- PURPOSE.-** This contract regulates the contract procedure governing the right to accommodation with the minimum services comprised, and which both the Resident and his parents expressly accept, for having been fully informed of its scope before signing it.

Therefore, the abovementioned right to accommodation includes:

a) The right to use a room of the type chosen by the Resident chooses and which will be recorded in the specific conditions.

b) A room equipped with the furniture and fittings necessary for immediate occupation.

The list of furniture and other utensils/fittings found in the room, as well as their condition, will be included in the inventory that will be made at the time of the Resident's entry, in which all the items in the room (furniture, household appliances, etc.) will be detailed, providing their replacement value for the purposes of subsequent settlements, where applicable.

c) The cleaning expenses for the communal areas.

d) Household linen, consisting of a bedspread, pillow and blanket.

e) Normal consumption costs of electricity, heating, water, domestic hot water.

f) An insurance policy, providing coverage at all times.

g) The ordinary maintenance of the room, fittings and furniture, provided that this arises from deterioration from the normal and diligent use of the latter by the Resident.

**TWO.- DURATION.-** This contract is for the duration established in the specific contract conditions.

Full compliance with the duration period of the contract **is an essential condition of the latter**, given that the price has been established with respect to this period. As such, if the Resident does not remain for the entire accommodation period detailed above, both parties agree from hereon that the Resident must pay the difference between the price established for a Resident for long-term accommodation and the rate and / or price established per room for temporary / daily accommodation, which is applied at any time, notwithstanding the loss of the deposit and registration fee provided by the Resident.

The contract duration period may only be extended by the express agreement of all the parties and a new contract and / or an extension thereof must be formalised for this purpose.

**THREE.- PRICE AND FORM OF PAYMENT.-** The price for the right to accommodation will be that established in the specific conditions of the contract, the first month being accrued at the initial date of the contract period. This fee must be met in anticipated monthly payments between the 1<sup>st</sup> and 5<sup>th</sup> of each month, by the presentation of the receipt for the payment from the bank that the Resident assigns for this purposes. The corresponding debit authorisation must be provided, being duly signed by the contracting parties and stamped by the bank where their monthly payment is paid by direct debit.

Any change to the address must be notified to the Residence two (2) months in advance, to be calculated from the date on which the new authorization of direct debit has been delivered to the Residence, duly completed.

Failure to pay a monthly instalment will be considered a serious offense.

Given that the agreed price has been established for long-term accommodation, if the Resident leaves the Residence for any reason that results in their stay in the Residence being for a shorter period than that established in the specific conditions, they must pay the difference between the rate for a long-term Resident and the rate and / or price established per room for a temporary / daily stay, which is applicable at any time, notwithstanding the loss of the deposit and the enrolment/registration fee provided by the Resident.

**FOUR.- DEPOSIT AND ENROLMENT FEE.-** The Resident will provide the amount that appears in the specific conditions as a deposit.

The purpose of this deposit is to consolidate the reservation of the accommodation place, to meet the costs of any possible damage to the furniture and fittings of the room occupied by the Resident and / or in the general facilities of the Residence and in general terms, to respond to any breach of the other obligations assumed by the Resident.

The deposit will be returned within a maximum period of two (2) months from the date of departure from the Residence, after verifying the condition of the room that has been occupied by the Resident, and discounting, where applicable, the costs for the repair and the replacement of room furniture and fittings and other expenses and / or items pending settlement.

The deposit will not be refunded in the event of a voluntary departure before the end of the contract, nor in the case of expulsion from the Residence.

In all events, the Residence is entitled to withhold from the deposit those amounts owed by the Resident for any reason, notwithstanding the personal and unlimited liability of the Resident and that of their parents.

The Resident will provide the amount that appears in the specific conditions for enrolment, the item for administration expenses will be billed upon admission to the Residence.

**FIVE.- THE INTERNAL OPERATIONAL REGULATIONS OF THE RESIDENCE.-** The contents of the internal operational regulations of the Residence are part of the compulsory content of this contract, the Resident and his parents hereby state that they have read them in their entirety, understand them and have commented extensively on them with the Residence Management, accepting them in their entirety.

The Resident undertakes to comply with these regulations without limitations or reservations of any kind. If the Resident fails to comply with them, this fact may be notified to their parents and / or guardians.

The Residence reserves the right to modify the internal operational regulations of the Residence at any time, any modification will be communicated to the Resident by means of the notice board of the Residence and will be applied immediately, this being a circumstance that is communicated, known and accepted by the parents and the Resident in this document.

Those rules governing the entry, departure and visits of the Resident, is are detailed in the internal operational regulations of the Residence, although the latter reserves the right to admission at all times and in all events.

**SIX.-ENTERING AND DEPARTING THE RESIDENCE.-** The Resident may not enter the Residence before the initial date of the contractual relationship detailed in the specific conditions, during the opening hours of Residence reception and administration services (9.00 a.m. to 7.00 p.m.), At that moment, the Resident will be informed of the room assigned to them and he will be provided with a key to access the Residence, proceeding together with the Resident to visit of the assigned room in order to formalize the corresponding inventory on the condition of the room and of the furniture and fittings therein, this inventory will be provided in duplicate form and will be signed by both parties.

If the Resident wishes to delay their entry into the Residence, they must notify this by e-mail or fax to the address detailed in the specific conditions, 48 hours before the originally scheduled date, and indicating the date on which they plan to enter the Residence, which in no event may be more than 30 days from the date scheduled as the start date in the specific conditions, furthermore, in no event will this be considered as a motive for offsetting the cost of the first month of accommodation.

Once thirty (30) days have passed without the Resident having entered the Residence, it will be understood that the Resident has unilaterally terminated the contract and, as a consequence, the Residence will retain the deposit, the registration fee and the first month of accommodation as a penalty, and may freely dispose of the accommodation in order to assign it to another person, notwithstanding any right to claims that may be made for damages and losses.

Departure from the Residence may be made throughout the last day, as detailed in the specific conditions, during the opening hours of the Residence reception and administration services (9.00 a.m. to 7.00 p.m.), at which time the room occupied to that date by the Resident will be visited in order to formalize an inventory of the condition and state of the room, as well as the furniture and the fittings therein, so as to compare these with the document prepared on the date of entry into the Residence

and to proceed with settlement on the basis of the condition of the abovementioned items, and in accordance with the assessment that appears in the document made on entry.

In all events, the Residence will charge for the cleaning of the accommodation linen (bedspread, pillow and blanket) and for one hour of room cleaning.

The Resident must pay those expenses of all kinds (repair, replacement, etc.) in the Residence that are required in order to leave the room in a proper state of use, aside from wear and tear due to the ordinary use of the different items within it.

In the event that the Resident wishes to leave the Residence in the period within the thirty (30) days prior to the final date established in the specific conditions, they must notify the Residence in order to coordinate the administration procedures and settlement actions with the Resident in the terms expressed above, in no event will this circumstance be a reason to offset the total and / or partial payment of the cost of the last month of accommodation.

If the final period established in the specific conditions has ended and the Resident has not left the Residence, or if the inventory on the conditions of the room, its furniture and fittings has not been completed, the Residence may access the room to draw up the corresponding document describing the room and the different items within it, in the presence of witnesses and a notary public, make the corresponding settlement, collect the Resident's personal effects and store them in order to recover the cost for the use of the room.

In this case the Resident must pay all those expenses that may have accrued as a result of their inadequate conduct, in addition to the cost corresponding to the days of accommodation beyond the final period established in the specific conditions, as calculated on the basis of rate for temporary/daily accommodation, the Resident must also collect their belongings within a maximum period of thirty (30) calendar days from the aforementioned final date, while simultaneously settling all those amounts that they may owe to the Residence. If the aforementioned period has elapsed without the Resident having collected his belongings, this property will be considered as abandoned goods and may be freely disposed of by the Residence.

**SEVEN.- RESPONSIBILITIES.-** The Resident is directly and exclusively responsible, and exempts the Residence from any liability, for any damages that may be caused to people and / or things and that may be derived from their actions and / or omissions. The Resident undertakes to immediately inform the Residence of the existence of any circumstance that may pose a danger to the building, its occupants, or facilities, etc.

Where a double room is used that is shared between two Residents, responsibility of all types with respect to the room (furniture, fittings, utensils, installations, appliances, etc.) will always be understood in all cases to be assumed jointly and in an unlimited manner by both occupants.

Likewise and in an essential manner, the parents of the Resident will respond in a personal and unlimited way with respect to all the obligations and responsibilities that arise from their son/daughter being accommodated in the Residence.

The Residence has taken out an insurance policy that covers the personal property of the Resident inside the room up to a total amount of TWO THOUSAND EUROS (€ 2,000) in the event of fire, explosions, floods, water damage, electrical damage, glass breakage, weather problems, theft, robbery or vandalism, if the Resident possesses property that amounts to a sum higher than that detailed above, he must take out an additional insurance policy with a company of recognized solvency, or limit the value of their property in the room to the value of the insured amount.

**EIGHT.- OTHER OBLIGATIONS OF THE RESIDENT.-** The Resident, besides being obliged to comply with all the obligations that arise from these general conditions, from the specific conditions, from the internal operational regulations and other norms and / or precepts that may be applied, must fulfil, by way of (non-limitative) example, the following obligations:

- a) Not to transfer or provide in any manner, either totally or partially, the right to accommodation that is covered by this contract, and which is an essential personal and non-transferable condition.
- b) Comply with the rules of co-habitation and co-existence of the Residence itself and the country in which it is located.
- c) Not to store in the Residence or in their room, explosive, flammable or unhealthy materials, or materials that may disturb others.
- d) Not to disturb the other users of the Residence.

**NINE.-NOTIFICATIONS.-** For the purposes of receiving any notifications with respect to the rights and / or obligations that may arise from this contract, the Resident and their parents designate, without distinction as an address for all purposes that of the room occupied by the Resident and / or that provided in the specific conditions; and the Residence the address office of the Residence itself.

**TEN.- CONTRACT TERMINATION.-** The following will be considered as causes for the termination of the contract, without reasons for termination being limited to that provided in the list detailed below:

- a) Failure to pay the price and / or any other amount that the Resident is obliged to satisfy, for a period of time exceeding 30 days.
- b) Failure to comply with the internal operating regulations of the Residence.
- c) The Resident's failure to comply with any of the essential conditions and / or obligations of this contract.
- d) The expulsion of the Resident for any reason.
- e) Failure to comply with the obligations arising from this contract and / or its specific conditions and the internal operational regulations, as well as any other rule and / or precept that may be applicable.

**ELEVEN.- SECTION HEADINGS.-** The section headings given to the parts and agreements of this contract are solely provided in order to facilitate the management of the latter and cannot, under any circumstances be considered as elements for its interpretation.

**TWELVE.- DATA PROTECTION.-** With respect to data protection, SAGITARI SA applies EU Regulation 2016/679 of the European Parliament and the European Council of 27 April 2016 (the General Data Protection Regulation).

THE PURPOSE OF THE PROCESSING: At SAGITARI.- We will process your data in order to resolve any doubts and / or queries that may arise through the web (Contact section) and / or in order to process your reservation request (Reservation section). All data that is requested through the website, and indicated as such, is mandatory, as it is necessary in order to provide an optimal service to users. If this data is not provided, users cannot be attended properly.

DATA STORAGE.- The personal data provided will be stored, unless its deletion is requested by the user.

LEGITIMATION FOR DATA PROCESSING. - If the user makes inquiries using the form provided on the website, the legal basis for the processing of their data will reside in the consent that is freely given by the user. In the event that the user makes a reservation using the form provided on the website, the legal basis for the processing of their data will reside in the application of pre-contractual measures made at the request of the user.

RECIPIENTS. - SAGITARI will not undertake any assignments of data, or make data transfers, unless where legally obliged to do so.

THE RIGHTS OF THE INTERESTED PARTY.- For more information on the rights that may be of assistance to the interested parties, go to [www.ruvic.cat/politicadeprivacidad](http://www.ruvic.cat/politicadeprivacidad)

You may exercise your rights by means of written communication to the Data Manager – “*El Responsable del Tratamiento*” at the following addresses: E-mail: [lopd@sagitari.net](mailto:lopd@sagitari.net) or by postal mail at C/ de la Soledat 6, bajos A, 08500 Vic (Spain).

To ensure the effective exercise of your rights, you must accompany, together with your request, a photocopy of the corresponding document in order to prove your identity (NIF, DNI, etc.).

Finally, you are hereby informed you that you have the right to contact the State Data Protection Agency and file a claim, if you consider that any of your rights have been violated. The contact information of the aforementioned agency is provided in the following link. [NO HAY ENLACE](#)

**THIRTEEN. – JURISDICTION AND AUTHORITY.-** Both parties undertake to comply with loyalty and good faith, not only the strict content of the clauses above, but also everything that derives naturally from them, in accordance with a reasonable interpretation and common sense.

With respect to any question or difference that may arise from the fulfilment or interpretation of this contract, the granting parties, renouncing their own jurisdiction, if they have them, submit themselves to the jurisdiction and authority of the Courts and Tribunals of Vic (Barcelona), and their corresponding hierarchical superiors.

And in witness whereof, they accept the content of this contract, in the place and date indicated of its acceptance.

SAGITARI S. A

[Signature]

## gTHE PERSONAL PROPERTY REGISTRY OF BARCELONA

### Confirmation Note

**Entry:** 20190010872 **Agenda:** 21 **Sheet:** 1580 **Registration:** 20190009618 **Date:** 25/01/2019 11:04:01 **Date/place doc.:** 25/01/2019, BARCELONA **Document n°:**

**Type of procedure:** Deposit of General Contract Conditions

**Presented by:** ALEIX RIFA ARUMI

**Proffering party:** Proffering party: SAGITARI SA Cif A58426578 General Condition: GENERAL CONTRACT CONDITIONS RUVIC 2018 CNAE Technical engineering services and other activities related to technical assessment. Address: CALLE SOLEDAT n°6. 08500 VIC, BARCELONA.

**Participants:** ALEIX RIFA ARUMI REPRESENTATIVE

The Registrar of Personal Property, undersigned herein, having examined and assessed this document, in accordance with the Regulation of the Register of the General Conditions of Contract Procedure, has decided to make the registration requested to:

Sheet	Proffering party n°.	Proffering party
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2	20150024651	Proffering party: SAGITARI SA Cif A58426578 General Condition: GENERAL CONTRACT CONDITIONS RUVIC 2018 CNAE Technical engineering services and other activities related to technical assessment. Address: CALLE SOLEDAT n°6. 08500 VIC, BARCELONA.
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Signed with a recognised electronic signature in Barcelona on the first of February of two thousand and nineteen, by MARÍA MERCEDES BARCO VARA. Registrar of Personal Property of Barcelona.

Web verification service: <https://www.registradores.org/csv>

[Bar code] (\*) S.V.C.S: 3080050279CC85E0

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Fee amount declared

Fee RD 1975/99, 23 December 1, 2

Fees 3.00 Euro

In accordance with General Data Protection Regulation 2016/679 of the European Parliament and Organic Law 3/2018 on the Protection of Personal Data, you are hereby informed:

That the personal data expressed in the instance and documents presented will be processed and incorporated into the books and archives of the Registry, which is the responsibility of the registrar. This data be used only in legally stipulated cases, as well as in the issuance of formal advertising in accordance with registration regulations, in accordance with the legal basis for processing. The data will be stored during the period established in the registration regulations and billing data will be stored in accordance with taxation regulations. In all events, the Registry may store this data for a longer period in those cases where this may be necessary, due to the existence of possible liabilities that may arise from the provision of the service.

Interested parties may, provided that it is compatible with registration regulations, exercise their rights of access, rectification, deletion, opposition, limitation and portability by writing to the address of the registry or by contacting the Data Protection Delegate of the registry at [dpo@corpme.es](mailto:dpo@corpme.es). Complaints may also be lodged with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).