



GENERAL CONDITIONS OF THE HOUSING CONTRACT

Appendix 1 of the Housing Contract

2. GENERAL PROVISIONS

- 2.1. Current contract for use of Residential Space (hereinafter: Contract) sets out the rights and obligations arising between the non-profit association TTÜ Student Campus and the person using the residential space.
- 2.2. **Terms used for current Contract are defined as following:**
 - 2.2.1. **Person Granting the Use** – non-profit organization TTÜ Student Campus.
 - 2.2.2. **Tenant** – a person using TTÜ Student Campus' Residential Space and common areas with the accompanying Assets and who has signed a Contract with TTÜ Student Campus.
 - 2.2.3. **Residential Space** – a notional part of the Student Residence's room, which allows the use of at least one bed.
 - 2.2.4. **Internal Rules** – a document regulating, in addition to current Contract, the rights and obligations of the Tenant and his/her visitors in Student Residence and on its territory.
 - 2.2.5. **Rent** – a fee for using the Residential Space, common areas of Student Residences and the accompanying Assets of these premises.
 - 2.2.6. **Utilities** – additional fee arising from the use of Residential Space, including water and sewer services, electricity and heating.
 - 2.2.7. **Delivery Act** – an instrument of delivery and receipt for the assets of the Residential Space, which is signed by the representative of TTÜ Student Campus and the Tenant upon signing the Contract.
 - 2.2.8. **Assets** – furniture and equipment belonging to TTÜ Student Campus located in the room and common areas of Student Residences.
 - 2.2.9. **e-Campus** – electronic information system that collects data related to the Contract.

3. OBJECT OF THE CONTRACT

- 3.1. The object of the Contract is the property belonging to the Person Granting the Use, consisting of a room, common areas and the accompanying Assets of these premises. The object of the Contract and its state is specified in the Instrument of Delivery and Receipt of Assets, which is an integral part of the Contract.
- 3.2. Tenant has the right to use the object of the Contract in accordance with the Internal Rules of TTÜ Student Campus.

4. ENTRY INTO FORCE OF THE CONTRACT

The Contract will enter into force upon its signing by both Parties.

5. PAYMENT OF CONTRACTUAL FEES

- 5.1. The Tenant will pay rent and utilities based on the invoices submitted by the Person Granting the Use. Monthly rent for the Residential Space is specified in the clause 1.4 of the Contract.
- 5.2. The Tenant will pay rent for the current month.
- 5.3. In addition to rent, the Tenant will pay for utility services provided during the previous month as follows: water and sewer services based on the number of tenants in the Residence; for heating and electricity according to the size of the Residential Space occupied by the Tenant; for extra services based on a fixed price list. In case of using the room alone when co-tenant leaves, the Tenant is obliged to pay utilities for the whole room.
- 5.4. The Tenant is obliged to pay contractual fees during the term of the Contract regardless of whether or to what extent he or she will use the services.
- 5.5. Rent and utilities will be calculated as of the date when the Contract enters into force.
- 5.6. If the Contract is terminated on the 15th day of the month or prior, the Tenant must pay fifty percent (50%) of the monthly rent. The Tenant will pay utilities until the last day of the Contract. If the Contract is terminated after the 15th day of the month, the Tenant is obliged to pay rent for the whole month and utilities until the last day of the Contract.
- 5.7. The Person Granting the Use will submit to the Tenant an invoice for current month by the 15th day of the month. Invoice will be forwarded via e-Campus. The Tenant is obliged to pay the rent and utilities by the 28th day of the current month to the bank account specified on the invoice. The Tenant must indicate his/her reference number when making the payment. The payment shall be deemed paid on the date when the rent and other payments are credited to the bank account of the Person Granting the Use.
- 5.8. The Tenant will not be relieved from the obligation of paying the contractual fees for the reason that the Tenant has not received or familiarised him-/herself with the invoice.

- 5.9. The Board of TTÜ Student Campus may unilaterally change the amount of rent and utility fees. The Person Granting the Use will notify the Tenant one (1) month in advance via e-Campus and on the homepage of TTÜ Student Campus. The Tenant agrees upon signing the Contract that all modifications published in e-Campus and on TTÜ Student Campus' homepage shall be treated as a revision of the conditions of the Contract.

5.10. Tenant liability for the delay in paying invoices

- 5.10.1. In case of delayed payment, the Person Granting the Use has the right to demand a late interest in the amount of 0,15% of each delayed day.
- 5.10.2. If the Tenant is required to pay a late interest in addition to the main obligation (principal debt), the payment is deemed to cover the late interest first and the principal obligation last.

6. DEPOSIT

- 6.1. By paying the deposit specified in the clause 1.5 hereof, the Tenant guarantees timely and proper fulfilment of the obligations arising from the Contract to the Person Granting the Use upon expiry of the Contract.
- 6.2. During the validity period of the Contract, no set-offs shall be made from the deposit in case of non-payment of the amounts which have become due.
- 6.3. Deposit is returned to the Tenant within one (1) month after the last date of the Contract if the Tenant has fulfilled all contractual obligations. In case of non-fulfilment of the obligations, the Person Granting the Use has the right to deduct from the deposit unpaid late fees, rent, utilities, damages to broken or lost properties and cleaning costs if needed. Deposit sum which is smaller than bank fees, will not be paid via transfer. The Tenant will cover costs for international payments.
- 6.4. If upon expiry of current Contract, the Tenant enters into a new contract with the Person Granting the Use, the deposit will remain as a deposit for the new contract.
- 6.5. The Person Granting the Use may demand additional deposit from the Tenant if the rent has increased.

7. RIGHTS OF THE PARTIES

7.1. The Person Granting the Use has the right to:

- 7.1.1. demand proper fulfilment of the obligations introduced in the Contract and in Internal Rules. The Person Granting the Use has the right to give the Tenant a warning, monetary fine or terminate the Contract based on the seriousness, maliciousness or the repetition of the offense;
- 7.1.2. move the Tenant from one Residential Space to another equivalent Residential Space with a prior notice of one (1) week;
- 7.1.3. inspect the use of Residential Space, common areas and their Assets for their intended purpose, preservation and maintenance and, if necessary, make prescriptions for eliminating defects;
- 7.1.4. verify the housing right of people staying at the Student Residence by demanding the presentation of a personal identification document. The representative(s) of the Person Granting the Use has the right to demand that persons without a valid contract leave the Student Residence, or have them removed in accordance with applicable legislation;
- 7.1.5. accommodate other tenants in the room occupied by the Tenant, provided that the number of room occupants is not greater than the prescribed number of places in that room;
- 7.1.6. terminate the Contract prior to its term in accordance with clauses 10.4-10.5 thereof;
- 7.1.7. refuse to enter into a new contract for a new housing period if the Tenant has repeatedly failed to perform his/her obligations, has not performed them appropriately or has violated Internal Rules;
- 7.1.8. demand extra fee for repeated, deliberate or serious disregard of the Internal Rules in an amount of 60 euros; for additional work due to repeated moving between rooms/houses based on the Tenant's wish starting from 2nd move in an amount of 30 euros; for claims submitted to the Person Granting the Use from Fire and Rescue Department for repeated or false calls in an amount stated by the Law.

7.2. The Tenant has the right to:

- 7.2.1. use the Residential Space, common areas and their Assets, in accordance with the Contract and Internal Rules;
- 7.2.2. make suggestions to the Person Granting the Use on how to better the use of Residential Space and common areas;
- 7.2.3. demand from the Person Granting the Use rightful fulfilment of the obligations arising from the Contract.

8. OBLIGATIONS OF THE PARTIES

8.1. The Person Granting the Use undertakes to:

- 8.1.1. give access to the Residential Space and its Assets being the Object of current Contract;
- 8.1.2. ensure proper heating, electricity and utility services required for using the Residential Space;
- 8.1.3. notify the Tenant at least two (2) months prior to any extensive repair work. The Person Granting the Use shall inform the type, extent, starting time and estimated duration of the repair work. The Tenant can choose to relocate, in case of availability, to another Residential Space provided by the Person Granting the Use.

8.2. The Tenant undertakes to:

- 8.2.1. use the Residential Space and its Assets purposefully and prudently, apply necessary measures to prevent any damages to the object of the Contract as well as to the public utility lines, or to the assets and rights of the Person Granting the Use in any other manner;
- 8.2.2. pay rent and utilities in the amount and pursuant to the procedure agreed upon current Contract;
- 8.2.3. notify the Person Granting the Use immediately of any emergencies, fires, or other accidents having occurred on the premises of Student Residence, as well as of any damages done to its Assets, taking immediate action to eliminate or reduce potential damage;
- 8.2.4. allow the representative(s) of the Person Granting the Use unhindered access to the room of the Student Residence where the Object of the Contract is located in order to inspect the heating and electrical systems, and allow the employees of the Person Granting the Use to enter the room of the Student Residence to eliminate any breakdowns or failures relating to abovementioned utilities;
- 8.2.5. allow the representative(s) of the Person Granting the Use unhindered access to the room of the Student Residence where the Object of the Contract is located in order to verify the rightful fulfilment of current Contract and Internal Rules;
- 8.2.6. not give the Residential Space and its Assets (incl. keys and access card) to the use of third parties;
- 8.2.7. vacate the Residential Space in case of repairs;
- 8.2.8. adhere to the Contract, Internal Rules and Fire Safety Rules, not litter common areas as well as the territory of Student Residences, and comply with the orders, directives, and precepts of the representative of the Person Granting the Use. The Tenant will take into account the interests of other Student Residence's tenants and behave in a manner that is in accordance with general rules of conduct and ethics;
- 8.2.9. upon expiry/termination of the Contract, immediately return the Residential Space and its Assets given to the Tenant based on the Delivery Act, at least in the same condition as it was upon receipt, taking into account the normal wear and tear;
- 8.2.10. compensate the Person Granting the Use for any wrongfully caused damage to full extent;
- 8.2.11. notify the Person Granting the Use of his/her dismissal of the studies within seven (7) calendar days;
- 8.2.12. notify the Person Granting the Use about any changes in the personal information of the Tenant (incl. expiry of Resident Permit, changing of the phone number, etc.).

9. LIABILITY OF THE PARTIES

- 9.1. The Parties bear full proprietary liability in case of wrongful non-fulfilment of the conditions and obligations of the Contract and in case of causing damage.
- 9.2. The Parties have agreed that the Person Granting the Use will not be liable for the preservation of personal belongings and other tangible assets of the Tenant in the Student Residence.
- 9.3. In case of damage to (or loss of) the room of the Student Residence, common areas and their Assets, the Tenant, together with other tenants of the Student Residence, will bear sole liability in respect of the Person Granting the Use.

13. SIGNATURES OF THE PARTIES:

Person Granting the Use: _____

10. AMEUREMENT AND TERMINATION OF THE CONTRACT

- 10.1. The terms and conditions of the Contract may be amended as provided in the Contract and Annexes thereto, or by the mutual written agreement of the Parties.
- 10.2. Current Contract will expire upon lapse of its term on the date specified in clause 1.3 thereof, by written agreement of the Parties, or by termination notice.
- 10.3. The Tenant has the right to terminate the Contract prior to its term by notifying the Person Granting the Use in written form at least 14 calendar days in advance.
- 10.4. The Person Granting the Use has the right to terminate the Contract prior to its term and demand the Tenant to move out of the Residential Space by notifying the Tenant in written form 7 calendar days in advance if the Tenant:
 - 10.4.1. is removed from the matriculation register of the university;
 - 10.4.2. has not paid rent or utility costs for more than one (1) month;
 - 10.4.3. has delays in paying the rent, utility costs, or a substantial part thereof in three (3) consecutive instances during the validity period of the Contract;
 - 10.4.4. uses the Residential Space in an unintended manner, or gives the Residential Space and its Assets to the use of third parties;
 - 10.4.5. has caused damage to the Premises, intentionally or due to negligence;
 - 10.4.6. has given wrongful information about him-/herself when applying for a Residential Space or when signing the Contract;
 - 10.4.7. has violated the Internal Rules, administrative decrees or other mandatory directions arising from the Contract in a significant manner (i.e. repeatedly, maliciously, or with serious consequences).
- 10.5. On the expiry date of the Contract, the Tenant is required to move out of the Residential Space, return the Residential Space together with its Assets (incl. keys and access card), and pay all due amounts to the Person Granting the Use.
- 10.6. In case the Tenant fails to return the Residential Space and its Assets to the Person Granting the Use by the expiry date of the Contract, the Person Granting the Use has the right to:
 - 10.6.1. demand, as compensation for delay in transfer, the payment of rent, utility services and costs relating to the takeover of the property;
 - 10.6.2. enter the Residential Space assigned to the Tenant in the presence of witnesses and remove any personal property of the Tenant, ensuring its preservation during a period of four (4) months from the date of discharge of the Contract. In taking custody of the property and in surrendering the same to the Tenant, relevant forms will be drawn up.

11. NOTICES

- 11.1. Any notices arising from to the Contract will generally be sent via e-Campus. Upon sending a notice to e-Campus, the information is deemed as delivered to the respective party and the party is deemed to have been able to familiarise itself with the notice, after 2 working days have passed. If the nature of the notice is merely informative, it can be delivered via email or phone.

12. OTHER CONDITIONS

- 12.1. All disputes arising from the Contract are to be settled by negotiation between the Parties. If the Parties fail to reach an agreement, the dispute is to be settled in Harju County Court.
- 12.2. The Tenant confirms that he or she has read the Privacy Policy of TTÜ Student Campus (published on TTÜ Student Campus' website), has understood it and agrees to the terms.
- 12.3. The Contract and its appendixes are made in Estonian in two (2) identical copies of equal legal power, of which one will be kept by the Person Granting the Use and the other by the Tenant. Upon request, the Tenant will be granted an English translation of the Contract and the appendixes.

Tenant: _____

INTERNAL RULES OF TTÜ STUDENT CAMPUS

Appendix 2 of the Housing Contract

1. GENERAL PROVISIONS

- 1.1 This Internal Rules document (hereinafter: the Rules) regulates the relations between non-profit organization TTÜ Student Campus and the people using the Residential Spaces in the Student Residences based on the Contract for Housing (hereinafter: Contract). Sets out the rules of conduct for the Tenant in the Student Residence and on TTÜ Student Campus' territory and the rules of conduct for persons staying as visitors of the Tenant in the Student Residence.
- 1.2 The Rules are binding for all residents of TTÜ Student Campus and all other people staying on the territory of and using the rooms of TTÜ Student Campus.
- 1.3 Issues rising from not being expanded upon in the Rules or the interpretation of the Rules will be solved case-based with the Chairman of the Board of TTÜ Student Campus or with an authorized employee of TTÜ Student Campus.

2. GENERAL RULES IN STUDENT RESIDENCES

2.1 The following is prohibited in the Student Residences and on the territory of TTÜ Student Campus:

- 2.1.1 using the Residential Spaces for any other purpose than living in it (e.g. business or production activities, meetings of societies, organization, etc.);
- 2.1.2 giving the Residential Space to the use of third parties without the permission of TTÜ Student Campus;
- 2.1.3 giving the Assets of TTÜ Student Campus (incl. keys, access cards) to the use of third parties;
- 2.1.4 taking the furniture, property and other inventory items located in the common areas to one's own exclusive use;
- 2.1.5 breaking, ruining or causing damage in any other way to the Assets of TTÜ Student Campus (inventory, lighting equipment, facade elements, doors, locks, windows, mailboxes, firefighting equipment, technical systems, etc.);
- 2.1.6 smoking (incl. e-cigarettes, hookahs, etc.) inside the Student Residence's room, halls, on staircases and in the lobby;
- 2.1.7 storing and/or distributing narcotic, toxic and/or flammable substances;
- 2.1.8 using narcotic or toxic substances and moving about while under the influence of narcotic or toxic substances;
- 2.1.9 consuming alcohol and moving about while intoxicated on TTÜ Student Campus' territory and in the common areas of Student Residences;
- 2.1.10 keeping of animals;
- 2.1.11 staying on the roof;
- 2.1.12 leaving lockable inner and exterior doors open without valid reason;
- 2.1.13 applying any electrical devices or conductors without prior authorization;
- 2.1.14 using self-made heating devices and electric cookers;
- 2.1.15 installing additional constructions to Student Residence's windows or doors (e.g. installing flower/food baskets to the windows);
- 2.1.16 moving the furniture and other inventory of the room to the halls or the common areas;
- 2.1.17 keeping any personal belongings (e.g. bicycles) in the common areas and on evacuation routes;
- 2.1.18 drilling holes or causing damage in any other way to the walls, ceilings, floors, doors, etc.;
- 2.1.19 throwing objects and liquids out of the windows;
- 2.1.20 breaching public order in any manner;
- 2.1.21 driving and parking motor vehicles on the pavements and green areas surrounding the Student Residences; violating, dismantling or relocating traffic signs.

2.2 The Tenant is obliged to:

- 2.2.1 maintain the cleanliness and order in the Student Residence's room, in common areas and on TTÜ Student Campus' territory;
- 2.2.2 not leave switched-on electrical devices unattended;
- 2.2.3 use water and electricity economically and to reduce the heating intensity during the heating period when leaving the room for longer than 24 hours;
- 2.2.4 follow the regulations of fire safety and of environmental protection;
- 2.2.5 check upon exiting and entering the building that the doors are properly locked;
- 2.2.6 notify TTÜ Student Campus' security service and/or TTÜ Student Campus' representatives about all violation of the Rules, also about all other violations of the law and about criminal offenses and misdemeanours that have been committed, are being committed or are being planned;
- 2.2.7 follow all lawful orders from security service and TTÜ Student Campus' representatives;
- 2.2.8 notify immediately TTÜ Student Campus' security service of all breakdowns, emergencies and other events that endanger the preservation of the assets of the Tenant, TTÜ Student Campus and/or other residents and to do everything in his/her power to prevent the threat of causing damage or to reduce it. In case of causing damage or increasing the damage due to wrongful performance of the Tenant's obligations described in this clause, the Tenant will be obliged to compensate the damage caused pursuant to applicable legislation.

- 2.3 It is forbidden to change the locks or install new locks without prior authorization.
- 2.4 Installing additional security alarm systems to the rooms are accepted only with prior consent from TTÜ Student Campus' representative.
- 2.5 TTÜ Student Campus has the right to demand compensation from the Tenant(s) for the damage caused by violating paragraph 2 of the Rules. If the identity of the person responsible for the damage cannot be determined, the residents of the respective area (room, apartment, hallway) or those of the entire building will be held liable.

3. VISITORS

- 3.1 The Tenant is entitled to receive visitors from 7:00-23:00, provided this does not disturb other residents.
- 3.2 Visitors are required to follow the Rules while staying in the Student Residences and on TTÜ Student Campus' territory. The Tenant is required to inform the visitor about the Rules.
- 3.3 The Tenant is held responsible for his/her visitor's actions on TTÜ Student Campus' territory and in the Student Residences.
- 3.4 TTÜ Student Campus has the right to demand compensation from the Tenant for any damage caused by his/her visitors.

4. CLEANING

The Tenant is obliged to:

- 4.1 keep the Residential Space given to his/her use clean, as well as sort and take out any rubbish generated by him-/herself to designated waste containers located outside;
- 4.2 clean after him-/herself when using the kitchen (incl. cleaning the cooker), to switch off cookers and other electrical devices before leaving the kitchen and turn off the lights;
- 4.3 clean the window(s) from inside and the door(s) of the room at least twice a year – in spring the latest by 30th of April and in autumn the latest by 2nd of October.

5. SILENT HOURS

Silent hours apply from 23:00 – 7:00. All activities that may disturb the residents during silent hours are forbidden inside the residences and its surrounding areas. Tenants are obliged to notify TTÜ Student Campus' security service immediately about all violations of silent hours.

6. ACCESS CARD AND RIGHTS

- 6.1 The Tenant will receive an access card from TTÜ Student Campus on the basis of valid Contract and the Tenant's personal identification card to enable 24/7 access to the Student Residence. Access card will not be given out if the Tenant wishes to use ISIC or a student card as an access card. If so, according rights will be installed to ISIC or student card.
- 6.2 The rights to enter buildings and rooms will be installed to an access card, ISIC or student card by the representative of TTÜ Student Campus.
- 6.3 It is forbidden to give the issued card to the use of third parties and the Tenant is obliged to prevent the possibility of the third party to get hold of the access card.
- 6.4 In case of losing the access card, the Tenant is obliged to notify TTÜ Student Campus immediately.
- 6.5 If the Tenant has lost or damaged the access card, he/she will submit an application to TTÜ Student Campus for getting a new card and will compensate its cost according to a fixed price list.
- 6.6 After ending the Contract, the Tenant returns the access card along with his/her room keys to TTÜ Student Campus. In case of failing to return the access card, the Tenant is obliged to compensate the cost of the card according to a fixed price list.
- 6.7 The purpose of the use of surveillance devices (access card, security cameras) is to ensure the security of the tenants and the property. Personal data is processed according to the Privacy Policy of TTÜ Student Campus.

7. ENDING THE CONTRACT AND CHECKING OUT OF THE STUDENT RESIDENCE

- 7.1 The Tenant is obliged to vacate the Residential Space upon the expiry of the Contract and deliver the Residential Space, inventory located in the room, keys of the room and his/her access card to TTÜ Student Campus based on the Delivery Act.
- 7.2 Upon leaving the Student Residence, the Tenant is obliged to clean the Residential Space and make sure that all furniture items and other property belonging in the room are present at the moment of surrendering the Residential Space to TTÜ Student Campus. In case of failing to fulfil the obligation, TTÜ Student Campus will organize the cleaning and the Tenant will be required to compensate the cost of the cleaning according to a fixed price list.