

Lease Agreement

1. [...], [...], as owner of the student home [...]

(hereinafter referred to as the "**Lessor**")

represented by **NIDO Management Germany GmbH, Potsdamer Platz 8, 10117, Berlin**,

and

2.	Title:	
	First Name:	
	Last Name:	
	Date of Birth:	
	Home Address:	
	Passport or ID Card No.	
	e-mail-address	

as well as (in case the Rental Unit is let to two persons)

3.	Title:	
	First Name:	
	Last Name:	
	Date of Birth:	
	Home Address:	
	Passport or ID Card No.	
	e-mail-address	

(parties no. 2. and 3. hereinafter, also in case of letting to two persons in singular form and irrespective of sex or gender, "**the Lessee**")

hereby conclude the following:

LEASE AGREEMENT for a Rental Unit at the Student Home [...]

§ 1

1. The Lessee hereby leases from the Lessor as of [...]

an apartment of the category [...]

at the Student Home [...], **[address]**

(“Student Home”)

for exclusive use as a student’s space for to live, work and sleep.

The room is let to be used by the aforesaid Lessee only.

The Lessor reserves the right to assign to the Lessee instead of the aforesaid rental unit a different rental unit of equal Room Type at the Student Home standard which will then be the leased unit.

2. For the use of the Lessee,

- in case one person is the Lessee, the total gross rent (including service charge) shall amount to **EUR [...] per month,**
- in case two persons are the Lessee, the total gross rent (including service charge) shall amount to **EUR [...] per month.**

3. Moreover, the Lessee shall pay a non-recurring reservation fee. It amounts to:

EUR [...] (incl. 16% VAT) in case of a term of the Lease Agreement of 6 months,

EUR [...] (incl. 16% VAT) in case of a term of the Lease Agreement of more than 6 months.

4. The rental unit shall be provided to the Lessee with the objects listed in **Annex 1**. The rental unit and the objects leased with it are leased in usable condition and in a state of wear and tear according to their age and proper maintenance. The leased unit and - as a rule - the objects leased with it are used; a new unit and new objects shall not be owed. The Lessee hereby accepts this as in line with the contract. The pieces of furniture and/or the furnishing objects must not be exchanged among other rental units of the Student Home or otherwise removed on a permanent basis.

Upon delivery of the leased unit and objects, the Lessee shall confirm the delivery

and the condition upon delivery by signing a handover protocol according to **Annex 1**.

5. The leased residential unit is located in a Student Home. Therefore, this Lease Agreement is and is permitted to be made for a determined period pursuant to sec. 549 para. 3 BGB (German Civil Code). This lease shall expire on () [...], without need of any termination (“**Initial Period**”). The Lessee may apply for a renewal of the lease agreement for the time after the Initial Period. The Lessor shall (in its absolute discretion) decide whether to accept the application for a renewal lease. Any renewals of the lease agreement for the time after the Initial Period shall only be made for 6 or 12 months.
6. Notwithstanding, the Lessee has a special right of termination with four weeks’ notice by the end of a month if the Lessee identifies an adequate new lessee who is ready to enter into a lease agreement with the Lessor for a minimum term of 6 months immediately following this lease. The new lessee is adequate as set out above if he/she is a student enrolled at an officially recognized university/college located in the same city as the apartment and solvent and if the Lessor can reasonably be expected on objective grounds to enter into the agreement.

Signing the agreement with the new lessee identified by the Lessee cannot be reasonably expected to be acceptable as set out above in particular if the Lessor is unable to perform the lease agreement with the new lessee identified by the Lessee due to the fact that the lease object has been leased to a third party already.

7. If the Lessee terminates based on the aforementioned regulations, the Lessee shall pay – as compensation for the increased processing effort and expense incurred by the Lessor – an amount of EUR 150.00 (incl. 19% VAT) to the Lessor (new lessee fee). The new lessee fee shall become due upon the return of the object of lease to the Lessor. The Lessor is free to prove that its specific costs were higher in the specific case. The Lessee is free to prove that in the specific case, the Lessor incurred costs lower than the new lessee fee.
8. The Lessor and the Lessee agree that the contractual term of the lease will only be for a limited period of time, namely initially for the Initial Period and thereafter - in case of any renewal - for one Rental Period of one semester or two semesters. The reason for the limited temporal period is so as many students as possible are able to be granted the opportunity to live in the Student Home (“**Social Rotation**”). The temporal limitation ensures that the leased units are only used by active students and that living spaces that become free can be provided quickly to other students in accordance with the principle of equal treatment.

The Lessee assures that he or she is a registered student at a state university or a university recognized by the state (including universities of applied sciences (*Fachhochschulen*) and universities of cooperative education (*Berufsakademien*)) within the catchment area of the Student Home and shall provide proof thereof (i) no later than until two weeks after the beginning of the lease and (ii) thereafter at any time upon demand. Such proof is a condition precedent for the lease relationship. If the Lessee fails to prove his/her enrollment as set forth in the preceding sentence, the lease agreement shall not take effect.

9. The Lessee shall pay the Lessor a security deposit in the amount of EUR [...] to secure the Lessor's claims under the lease (Amount equals one monthly total gross rent). The security deposit shall become due upon the conclusion of the agreement.

Any claim of the Lessee to the delivery of the rental unit shall only come into existence after full payment of the security deposit.

§ 2

1. Reference is made to the General Terms and Conditions of Lease Agreements attached at **Annex 2** to this Lease Agreement. Such shall form an express component of this Lease Agreement; however, variant provisions in this main instrument of the Lease Agreement shall take precedence.
2. The Lessee shall be obliged to observe the House Rules of the Student Home as amended. The Lessor shall be entitled at its absolute discretion to introduce House Rules, issue new House Rules, and modify such House Rules, provided this is necessary for the preservation of and orderly cohabitation in the Student Home in its reasonable opinion.

The provisions of this Paragraph (3) shall apply accordingly to floor rules, user rules (e.g. for bicycle storage spaces and other facilities of the Student Home) and specific instructions of the Lessor.

3. Correspondence by the Lessee with the Lessor must be sent to the following address:

Nido Management Germany GmbH, Potsdamer Platz 8, 10117, Berlin.

§ 3

This agreement qualifies as agreement made by means of distance communication according to Section 312c of the German Civil Code. Therefore, the Lessee has a statutory right of revocation according to the advice in **Annex 4**. A form to submit such revocation is attached at **Annex 5**; however, there is no duty to use this form.

§ 4

An information on data processing of personal data is attached hereto at **Annex 6**.

Place, date

Place, date

(Lessor, represented by Nido
Management Germany GmbH)

(Lessee)¹

¹ Signature of all Lessees required.

Acceptance Declaration

for Rental Unit No.: [...]

I hereby declare that I have today accepted the aforementioned rental unit with the following objects and keys. The rental unit and the objects are in proper condition, unless expressly set out otherwise below.

Any objections regarding the rental unit or the objects taken over:

Furnishings:

Item of furniture	Present (Y/N)	Objections
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Please be aware that due to different room types the items on the inventory might vary.

Keys and other things:

Number	Type of key
[...]	Key to the rental unit (concurrently to house entrance doors, floor doors, bicycle shed)
[...]	Mailbox key
[...]	Key for the desk
[...]	

.....
Place, date

.....
Lessee's Signature

General Terms and Conditions of Lease Agreements

1. Rent and Service Charge

1.1. The agreed monthly rent shall only apply for the agreed term of lease. There is no claim to any renewal of the lease for the same monthly rent.

1.2. The monthly rent amounts to:

EUR [...] for the rental unit, including all services charges

1.3. The monthly rent includes the costs pursuant to sec. 2 BetrKV (German Service Charges Ordinance), in particular also the costs of:

- Electricity;
- Heating;
- Cold and hot water;
- Cleaning of communal areas;
- Building maintenance;

and

- Any applicable VAT in respect of the above costs.

2. Due Date and Payment of Rent

2.1. The rent shall be due each month in advance on the third working day of the month.

2.2. The first rent due is to be paid free of charge and expenses to the following account no later than seven days before the start of the tenancy period:

Account Holder: [...]

Bank: [...]

Bank Code: [...]

Account No. [...].

The purpose of payment must include the name of the Student Home and the rental unit number.

- 2.3. The Lessee shall not be entitled to a set-off right with respect to the rent claim (except for claims recognized by the Lessor or declared by non-appealable judgment). The right of the Lessee to assert any repayment claims shall not be prejudiced hereby.
- 2.4. The rent is debited from the beginning of the second month for the entire duration of the lease at the beginning of each month.
- 2.5. The lessee is obliged to issue the lessor with the attached SEPA Direct Debit Mandate. If the account is changed, the Lessor must be notified immediately in order to issue a new SEPA Basic Direct Debit Mandate. The valid SEPA data must be submitted no later than 14 days after the tenancy start by e-mail to the e-mail address:
reservation.de@nidostudent.com.
- 2.6. The lessee has to pay the costs incurred by the lessor due to a possible dishonour of the direct debit.
- 2.7. The Lessor shall be entitled to charge for the initial and each further payment reminder a flat administrative fee of a reasonable amount (currently being EUR 8.00) to cover its costs. Further claims of the Lessor shall remain unaffected.

3. Term of Lease

- 3.1. The lease agreement is, in case of the initial conclusion, made for the agreed **Initial Term**. The subsequent Lease Periods resulting from renewals shall be 6 months (being one semester) or 12 months (being two semesters) in each case. However, the Lessee is not entitled to claim renewal for any determined period.
- 3.2. No later than by the lapse of 6 weeks before the expiry of the Initial Term or the running Lease Period, the Lessee may file an application with the Lessor for a renewal lease of the rental unit. With the application, the Lessee shall provide proof that his or her studies continue also during the new Lease Period. A renewal is only possible under the General Terms and Conditions of Lease Agreements as applicable in the following Lease Period in conjunction with any new provisions determined by the Lessor and. A new lease agreement shall only become effective when the Lessor has confirmed to the Lessee at least in text form that the Lessor agrees to conclude a new lease agreement.
- 3.3. Unless stipulated otherwise, the provisions of this agreement shall apply to the newly concluded lease agreement.
- 3.4. The lease relationship may not be terminated ordinarily during the Initial Term or the respective Lease Period.

- 3.5. The lease relationship shall cease in all cases upon the expiry of the Lease Period, in which the Lessee ends his or her studies.
- 3.6. The Lessor points out that the following breaches of contract listed below by way of example would have a substantial significance for the Lessor with regard to the lease relationship and therefore may result in termination with immediate effect of the lease relationship by the Lessor:
- a. the Lessee is in default with the payment of the rent for two consecutive deadlines;
 - b. the Lessee uses the Leased Object in breach of contract, particularly in the event the Lessee provides his or her dormitory room to an unauthorized third party;
 - c. a grievous breach of the House Rules;
 - d. the lease entitlement of the Lessee does not or no longer exists; or
 - e. the Lessee makes or has others make duplicate keys or replacement keys to doors and repositories of the Student Home.
- 3.7. Before the cessation of the term of lease, the Lessee must return the leased premises prior to the final day of the lease at 12:00 noon at the latest, vacated of the Lessee's own things, cleaned, with the keys. The Lessee shall be obliged to attend the inspection to take place during the business hours of the building administrator. If the Lessee has undertaken alterations to the leased premises or has furnished the leased premises with installations, the Lessee shall be obliged at the Lessor's request to restore the original conditions at the Lessee's own cost, unless stipulated otherwise in writing.
- 3.8. If the Lessee continues to use the leased premises after expiry of the lease, the lease shall not be considered as extended. Section 545 of the Civil Code shall not apply.

4. Duties of the Lessee

- 4.1. Without the express written approval of the Lessor, the Lessee shall not be entitled to receive another person in his or her rental unit for an extended period of time or to provide the use of the rental unit leased by the Lessee to a third person, as this would result in over-occupancy of the residential unit. In case that the Lessee should desire to accommodate his/her spouse/life companion or underage children in the residential unit, the Lessee may request the Lessor for the lease of an accordingly bigger resi-

dential unit. If over-occupancy is not a concern, the Lessor is entitled to make its approval subject to the payment of a surcharge on the rent.

4.2. The Lessee shall be obliged:

- a. to clean his or her rental unit regularly to a sufficient degree and to treat the inventory provided by the Lessor with due care.
- b. to treat the common rooms and installations and the other facilities of the dormitory with due care in every respect and to always leave them clean.
- c. to desist from any disturbance to the co-residents and neighbours, particularly in the period from 10:00 p.m. until 8:00 a.m.

4.3. The Lessee shall be obliged to have the bed linen (in this case: mattress cover, duvet and pillows), if relevant, cleaned at least once per year and before the Lessee moves out of the Student Home and to document the cleaning to the Lessor.

4.4. The Lessee shall be obliged to use the electricity, natural gas, water and heating sparingly.

4.5. The Lessee shall not be permitted:

- a. to damage walls or installations through nails, hooks, etc. (pictures may only be hung in accordance with Section 4.6 e),
- b. to connect or use cooking or heating appliances brought into the premises;
- c. to connect external antennas;
- d. to keep pets;
- e. to take furniture from the common rooms;
- f. to dry laundry in the Lessor's room/Rental unit;
- g. to store slightly flammable objects beyond daily use (paper, cardboard, special cleaning agents, laboratory articles, etc.),
- h. to affix stickers on the doors;
- i. to affix or paste posters to the walls of the dormitory.

4.6. The following shall furthermore apply:

- a. The Lessee shall require and apply for the Lessor's approval before setting up any of his own furniture.

- b. Radios and television sets must be registered with Beitragsservice.
 - c. The Lessee shall be obliged to report any pest infestations without delay. In such event, the pest control measures prompted by the Lessor must be accepted.
 - d. The Lessee shall be obliged to familiarize himself or herself with the safety measures without undue delay (escape way, fire ladder, fire extinguishers, etc.).
 - e. Pictures may only be hung on the wooden board foreseen for this purpose.
 - f. According to police and fire regulations, the connection doors on the floors may not be left open; these doors may not be fixed in an open position.
- 4.7. The Lessee hereby agrees to use exclusively the allocated parking spaces (if any) to keep its vehicle on the property of the dormitory. It shall not be permitted to park officially unregistered vehicles on the property of the dormitory. In the event of infringements, such vehicles shall be removed at the owner's cost.

5. Damage Compensation

- 5.1. The liability of the Lessor shall be excluded for property of the Lessee or third persons brought into the dormitory or the property. Moreover, the Lessor's liability without fault for damages based on initial defects of the rental unit shall be excluded.
- 5.2. The Lessee must notify the Lessor without delay of any damage caused or noticed by the Lessee to the leased premises or the installations of the dormitory and of the loss of things pertaining to the building, particularly keys.
- 5.3. The Lessee shall be liable for damage caused by the Lessee, visitors or persons staying in the dormitory at the instigation of the Lessee, even without regard to the Lessee's own fault. Damage or losses incurred may only be remedied or compensated by the Lessee in consultation with the Lessor.
- 5.4. If keys are lost, the Lessee shall be liable for the resulting damage. In particular, the Lessee shall be obliged to pay the cost of replacement keys and any required exchange of locks. The Lessee is advised that the loss of one key may require the exchange of the entire locking system of the Student Home. The Lessee's duty of replacement with respect to locks and locking systems is inapplicable if the risk of abuse following the loss of a key is excluded.

6. Several Persons as Lessee

6.1. Several persons as Lessee shall be liable as joint and several debtors for all obligations based on and in connection with this Agreement.

6.2. The Lessees hereby grant power of attorney to each other so that each of them is entitled alone to receive all declarations of intent or other declarations with effect for all lessees. This power of attorney shall also apply to the receipt of terminations.

7. House Rules

7.1. The Lessee acknowledges the House Rules of the Lessor as amended to form an integral component of the lease agreement. This shall also apply to any floor rules or other rules of use (e.g. for the bicycle storage spaces or other common facilities at the Student Home).

7.2. The Lessee agrees to fulfil the instructions of the Lessor, if these are related to the performance of the lease agreement and the practical structuring of the lease.

8. Structural Modifications

8.1. The Lessee shall tolerate measures of the Lessor required or expedient for the maintenance of the house, the rental units or for averting danger. He/she shall allow the access to the rooms in question and shall not impede the execution of the work.

8.2. Unless with the written approval of the Lessor, the Lessee must not carry out any structural or other modifications within the rented spaces or the furnishings and fittings therein, which exceed the contractual use of the rental unit.

The Lessor points out expressly that – particularly due to the age of the building – constructional and refurbishment measures have to be carried out constantly. Considering this, disturbance has to be reckoned with, which has to be tolerated. Claims of the Lessee based on disturbance as mentioned above shall be excluded.

9. Note pursuant to the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz / VSBG)

[Comment SNP: Note required only in the relationship between entrepreneur and consumer and if the entrepreneur has 10 or more employees]

9.1. We are neither willing nor obligated to take part in any dispute resolution proceedings before any consumer conciliation board pursuant to the VSBG.

9.2. The VSBG, however, requires that we inform you of the appropriate consumer conciliation board, though:

- 9.3. General consumer conciliation board of the conciliation center 'Zentrum für Schlichtung e. V.' , Strassburger Str. 8, 77694 Kehl, Germany, Internet: www.verbraucher-schlichter.de.
- 9.4. Moreover, reference is made to the online dispute resolution pursuant to Art. 14 para. 1 of the Regulation on Consumer ODR, which you can find here: <http://ec.europa.eu/consumers/odr>.

10. Final Provisions

- 10.1. The Lessee hereby agrees to meet the notification duties stipulated by law.
- 10.2. The Lessor and/or its representative shall be entitled to open and access the room/Rental unit even in the absence of the Lessee or to have such opened in the event of good cause. In the event of Section 3.7, Sentence 2, the Lessor or its representative shall further be entitled to access the room or Rental unit even in the absence of the Lessee.
- 10.3. The Lessee agrees that all personal data necessary for the administration of the lease relation may be stored and processed by the Lessor using IT systems. The Lessee further agrees that the Lessee's name may be posted in any necessary directory or on the doorbell.
- 10.4. The limitations and exclusions of liability contained in this lease agreement and the annexes hereto in favor of the Lessor shall not apply in the event:
- a. of damage based on injury to life, limb or health which is caused due to a negligent breach of duty of the Lessor or any intentional or negligent breach of duty of a legal representative or vicarious agent of the Lessor; and
 - b. of any other damage caused by an intentional or negligent breach of duty of the Lessor or a grossly negligent breach of duty of a legal representative or vicarious agent of the Lessor.
- 10.5. For all disputes related to the lease agreement and the effects thereof, the place of jurisdiction shall be the place where the dormitory is located.
- The lease agreement shall be subject to the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the national provisions of international private law.
- 10.6. Terminations and modifications of or additions to the lease agreement must be made in writing and shall be invalid when made verbally.

10.7. Should any provision of the lease agreement be or become invalid or impracticable in whole or in part, the validity of the other provisions of this Agreement shall not be prejudiced thereby. This shall also apply if and to the extent any unintended gaps are revealed in this Agreement. To replace the invalid or impracticable provisions or to fill the contractual gaps, that adequate provision shall apply which, as permitted by law, most closely approximates or corresponds to that which the Parties would have desired financially or in accordance with the spirit and purpose of the lease agreement had they considered the item.

House Rules

Due to the fact that the freedom of the residents of the [...] should not be unnecessarily restricted, these dormitory rules only contain the following basic principles:

House Rules

The tenancy is a voluntary contract based on mutual trust.

Without a certain order the coexistence of several tenants in a house is not possible. It is expected that you will take into consideration the interests of all tenants to promote comfort and peaceful enjoyment of the premises by all tenants.

In the interest of the preservation of the house and the general order and security every tenant has obligations to fulfill.

A) Rules on General Order

- 1) All communal spaces must always be handled with care and kept clean. It is not permitted to store any objects, especially clothes horses, furniture etc. in these areas.
- 2) All waste must be disposed of properly in the containers provided and must not be stored in rooms or common areas.
- 3) After using the washing machine or the dryer, clean the lint filters of the equipment and dispose of the lint properly.
- 4) It is forbidden to put promotional material and the like in the mailbox of other tenants, on notice boards or walls or to throw in the stairwell.
- 5) The appearance of balconies must meet general aesthetic requirements. Clotheslines must not be stretched above the height of the parapet. It is up to the landlord to determine the colour of awnings and blinds as well as how these are attached. Before installation and before structural or other changes, the landlord's consent must be obtained.
- 6) Barbecuing with charcoal on the balconies is prohibited.
- 7) Carpets, mattresses, dusters etc. must not be cleaned in the stairwell, within the

rental unit or down to the window or balcony. Liquids, rubbish, cigarette butts, etc. must not be emptied or thrown out of the window or down a balcony.

- 8) The communal areas may only be used by residents.
- 9) Materials (lady hygiene articles, garbage etc.) that could cause blockage of pipes must not be thrown in the toilets. Kitchen sinks, bathrooms, washbasins etc. are always to be kept in usable condition. Blockages of drainage pipes are to be removed by the causing tenant immediately at their own expense.
- 10) Green areas shall only be accessed as permitted (lawn areas). These areas shall always be kept clean.
- 11) It is prohibited to attach objects to the doors, doorframes or shower cubicles with nails, screws, dowels, thumbtacks and other items affecting the material is prohibited. Damage to the rental unit caused by the tenant by such attachment of objects shall be remedied by the tenant at its own expense.
- 12) The feeding of pigeons or other birds is prohibited to prevent contamination of the house.

B) Avoidance of disturbance

- 1) The tenants and their visitors have to behave in such a way that the other tenants within the flat, the house, the property or on the balconies are not disturbed, in particular during night time. Special attention must be paid to sick persons.
- 2) Noise should be avoided when emptying trash bins into garbage cans or when using recyclables containers.
- 3) Radios, televisions as well as loudspeakers of all kinds shall always be adjusted to room volume. Music and singing are limited to the time of 8-12 am o'clock and 3-10 pm. Musical exercises are not allowed on Sundays and public holidays.
- 4) All loud noises should be avoided.
- 5) Unavoidable work such as drilling and hammering may only be performed from Monday to Friday from 8-12 am and 3-7 pm or on Saturdays from 8-12 am.
- 6) It is requested to refrain from regular bathing, showering and washing clothes between 22 o'clock and 6 o'clock.
- 7) The laundry room, as well as the communal areas can be used in the period from 6 am to 10 pm, outside this time, these areas are closed. Exceptions are authorized by the owner or his representative.

- 8) In order to avoid disruption of other tenants, please do not keep the apartment doors permanently open.

C) House and street cleaning

- 1) Generally, the cleaning of the communal areas will be executed by cleaning personnel. In the case of extraordinary soiling (e.g. increased use of the stairway when moving in), the polluter must immediately remove such soiling.
- 2) The garbage is to be disposed of in the designated garbage cans. Please ensure proper waste separation! Hazardous waste and bulky waste is to be disposed of separately and does not belong into the usual garbage cans.

D) Miscellaneous

- 1) Vehicles of any kind must neither be parked at the green areas nor on the footpaths. Parking at the designated places is at your own risk. Bicycles may only be parked at the designated places. Leaving vehicle engines running should be kept to a minimum. The washing of vehicles with drinking water from communal collection points is not permitted. Engine and underbody washes as well as major repairs are not permitted at the property.
- 2) The keeping of animals requires the express permission of the landlord. Only canaries and the like, as well as smaller aquariums are exempt. Within the house and at the property, dogs are to be kept on a leash.
- 3) The installation of company or advertising signs may only be carried out with the written consent of the landlord. The design of signs, bell systems and mailboxes is up to the landlord or its representative.
- 4) The front door should always be closed securely and locked.
- 5) If no time switch is installed, the light in the communal areas is to be switched off when leaving these areas.
- 6) Windows in stairwells, basements and on floors are only to be opened for aeration and cleaning. After aeration, the one responsible for closing the windows is the one who opened them.
- 7) For the storage of slightly flammable substances, the fire protection regulations apply.
- 8) When connecting cables to antenna sockets, do only use the connection cables provided for this purpose. In case of disturbances of reception, the operator of the receiving or cable system must be informed.
- 9) Communal areas inside and outside serve for the use of all tenants. They are to be left in the state you wish to find them yourself. Bicycles should only be parked in the designated areas (bike racks or in the bicycle room). Bicycles must not be parked in hallways or stairwells or other communal areas. In addition, only roadworthy bicycles

are parked in the bike room.

- 10) Damage to the house, leased equipment in the rental unit, in particular to consumption metering facilities and outdoor facilities, are to be reported to the lessor immediately when noticed. Regardless of the causation, the tenant is liable for consequential damages resulting from a delayed notification.
- 11) The tenant is recommended to care for appropriate insurance cover for its own belongings and possessions.

E) Validity of the house rules

- 1) The house rules are part of the lease agreement. In case of a conflict of provisions of the lease agreement and the house rules in individual cases, the provision of the rental agreement shall prevail.
- 2) If a tenant fails to do any work prescribed by the house rules, the landlord can arrange for them to be at the tenant's expense, if the tenant has failed to fully complete these after an expiry of an adequate grace period set by the landlord.
- 3) Violations of the house rules are a breach of contract. In case of serious or repeated violations, the rental agreement can be terminated.
- 4) The property owner can amend the house rules from time to time in its equitable discretion. The amended house rules are also part of the rental agreement.
- 5) If parts of the house rules should be invalid, the validity of the house rules as a whole shall not be affected.

These house rules are part of the concluded Lease Agreement.

Advice on Right of Revocation

Right of Revocation

You have the right to revoke this agreement within fourteen days without having to state any reasons.

The period for the revocation is fourteen days from the date of the conclusion of the agreement.

To execute your right of revocation, you must notify us

[...] **c/o** NIDO Management Germany GmbH, Potsdamer Platz 8, 10117, Berlin, Germany, by way of an unambiguous declaration (e. g. a letter sent by post or e-mail) of your decision to revoke this agreement. To this end, you may use the attached form, which is, however not mandatory.

You may also complete and submit the revocation form (Annex 5) or any other unambiguous declaration electronically on our website **www.nidostudent.de**. If you should make use of this option, we will send to you forthwith a confirmation of receipt of such revocation.

To meet the deadline for the revocation, it is sufficient that you have sent the notification about the exercise of the revocation right within the deadline.

Consequences of the Revocation

If you revoke this agreement, we will reimburse to you forthwith and at the latest within 14 days from the day of receipt of the revocation notice all payments we have received from you, including delivery costs (except for the additional costs resulting from your choice of another way of delivery other than the cheapest standard way of delivery). For such reimbursement, we will use the same means of payment you used for the original transaction, except otherwise agreed with you; in no case will we charge any fee for such reimbursement.

If you have demanded our contractual services to begin within the revocation period, you will have to pay an adequate amount corresponding to the share of the services provided up to the point you have notified us of the use of your right of revocation of this agreement in relation to the total amount of services under the agreement.

Annex 5 to the Lease Agreement – Draft Revocation Form

If you would like to revoke the contract, please fill in this form and send it back to us:

[...]

c/o NIDO Management Germany GmbH

Potsdamer Platz 8

10117 Berlin, Germany

Reservations.de@nidostudent.com

I/we* hereby revoke the contract concluded by me/us* for the following services:

- Leasing
of the apartment of the category [...] at the Student Home [...]

Ordered on (*)/received on (*):

...

Name of the consumer(s):

...

Address of the consumer(s):

...

...

Signature of the consumer(s) (only when notified on paper):

...

Date:

...

(*) Delete as appropriate

SEPA basic direct debit mandate for recurring payments / SEPA basic direct debit

Name and address of payee (creditor)

Creditor identification number (CI/Creditor Identifier)	mandate reference
---------------------------------------------------------	-------------------

(tenant)	The amounts to be debited are stated in the tenancy agreements.
(date of first direct debit)	

SEPA basic direct debit mandate

By my signature I authorise Nido Management Germany GmbH to collect payments from my account by direct debit. I also instruct my bank to release the amounts debited to my account by Nido Management Germany GmbH. I may request refund of the debited amount within eight weeks of the debit date. The terms and conditions agreed with my bank apply.

[payee name]

Account holder / payer (first name, surname)
Street, number, postcode, city, country

bank

BIC	IBAN
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Place, date	Payers signature
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Information on the Processing of Personal Data

We are processing personal data about you in the course of the lease agreement that concerns a Student Home indicated at the beginning of this Lease Agreement. This annex contains information about the processing of personal data in this context.

Controller

[...], [...], is the controller of your personal data.

Data Protection Officer

Propco appointed Data Protection Officer, GDPR@thenidocollection.com as its data protection officer.

Processing Purpose and Legal Basis

[...] processes your personal data for the following purpose:

- Performance of the lease agreement,

Your personal data is processed on the basis of Art. 6 para. 1b) General Data Protection Regulation (“**GDPR**”).

In exceptional cases, [...] may ask you for consent for the processing of personal data regarding photos taken at social events (e. g. parties) at the Student Home to be published for promotion purposes.

[...] obtains your consent through a separate form that provides relevant applicable information. The basis to process your personal data is Art. 6 para. 1a) GDPR. If we ask for your consent to process your personal data you may refuse to provide us with your consent and can withdraw your consent at any time with effect for the future and without being subjected to adverse consequences.

Categories of Personal Data

Propco processes the following categories of personal data about you:

- Title
- First name
- Last name
- Birth date
- Home address (street, ZIP code, city)
- Passport and/or ID Card No.
- Email address
- Phone number
- Bank account owner
- Bank
- IBAN
- BIC
- SWIFT
- Location of the rental unit
- Furnishings (beds, cupboards, desks, chairs, washing basins etc.)
- Delivered keys (dorm, postbox, kitchen cabinet, wardrobe, desk, bike shed etc.)

Please note that we do not necessarily process all such categories of personal data about you. We process personal data about you only as far as this is necessary to fulfil the lease agreement.

Recipient

Your personal data is accessible only to those [...] employees who are responsible for leasing student rooms. In addition, employees who manage our IT systems may receive access to your personal data.

[...] uses external service providers who are engaged to assist with the execution of the task described in the 'Processing Purpose' section and may access your personal data for this

purpose.

Transfer

[...] does not transfer your personal data outside the European Union and/or the European Economic Area.

Retention Period

Your personal data will be retained for the duration of the lease agreement and after its termination for an additional period of a maximum up to 18 months.

Why is your personal data processed?

We need your personal data in order to lease a student room to you and enter into a lease agreement. In this context, we also need your personal data for administrative purposes as well as purposes [...] is required to adhere with pursuant to statutory retention requirements. You may opt to not provide your personal data to us or provide incomplete personal data. In such case we are likely not able to enter into or continue a contractual relationship with you.

Automated Decision-Making and Profiling

Your personal data is not used for automated decision-making and profiling.

Intention to Change the Processing Purpose

As the case may be, Propco may opt to process your personal data for purposes other than those for which it initially collected them. If such other processing is intended, we will provide you with relevant information prior to the start of such processing.

Your Rights

You may contact us either in writing or by e-mail reservation.de@nidostudet.com to exercise the following rights:

- Access your personal data to check and review it;
- Receive a copy of your personal data;
- Demand that we supplement, correct or delete your personal data; or cease or restrict the collection, processing, use or disclosure of your personal data; the right of rectification will comprise the right to have incomplete personal data completed, including by means of providing a supplementary statement;
- Object to the processing of your personal data;

- Receive your personal data in a structured, commonly used and machine-readable format and have it transmitted to another controller provided that the processing is based on your respective consent or to execute a contractual relationship or a relationship prior to entering into contract with you.

You may refuse to provide us with consent to the processing of your personal data. If you provided us with your consent, you may withdraw your consent at any time with effect for the future without being subjected to adverse consequences. Consent withdrawal does not apply retroactively and the lawfulness of the data processing remains unaffected up until the withdrawal.

In addition, you have the right to lodge a complaint with a supervisory authority in relation to the processing of your personal data.