

TSH CAMPUS

EDUCATION EXTENDED STAY AGREEMENT

GENERAL TERMS AND CONDITIONS

ENJOY THE MOMENT, LIVE NOW, BE HAPPY AND SMILE

At TSH Spain we meet so many different people from around the world and we, as TSH Spain, try our best to be happy all the time. We would appreciate it if you also spend a moment to focus on the now, enjoy the moment and be happy. Hopefully this will not only lead to a happier (student) Hotel, but to a more peaceful and smiley world. Enjoy your time at the Hotel!

You, as the Contracting Party, represent and warrant that the Guest(s) is(are) integrated in the educational and/or university community in accordance to the provisions of the General Metropolitan Plan of Barcelona (*Plan General Metropolitano de Barcelona*), definitely approved on 14 July 1976, and the Especial Urban Plan on Touristic Lodging (*Plan Especial Urbanístico de Alojamiento Turísticos*), definitely approved on 27 January 2017. Thereto, you, as the Contracting Party, acknowledge that the Guest(s) being integrated in the educational and/or university community is an essential condition for you to enter into this Education Extended Stay Agreement, and for the Guest(s) to stay at the Hotel, and as such, you or the Guest(s) will provide relevant evidence of the Guest(s)'s integration in the educational and/or university community at the Guest(s)' arrival to the Hotel on the Check-in Date.

1. DEFINITIONS

1.1. In these Terms and Conditions the following capitalized terms shall have the meaning as described below:

Booking: A booking made by the Contracting Party to enter into an Educational Extended Stay Agreement, in accordance with Clause 2.

Check-In Date: The date of arrival and check-in by the Guest as agreed pursuant to the Booking.

Check-Out Date: The date of departure and check-out by the Guest as agreed pursuant to the Booking.

Clause: A clause in these Terms and Conditions.

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- Contracting Party:** The person or legal entity that enters into the Educational Extended Stay Agreement with TSH Spain.
- Educational Extended Stay Agreement:** The agreement regarding services concluded between TSH Spain and the Contracting Party pursuant to the Booking, in accordance with Clause 2, to which these Terms and Conditions and the House Rules apply.
- Educational Purpose:** Includes attending a conference or a course or completing a student exchange, in or near Barcelona. It also includes carrying out research, provided the researcher is a member of the global educational community and (i) the subject of the research is related to Barcelona, or (ii) the researcher carries out their research for or in collaboration with an educational/research centre located in or near Barcelona. Educational Purpose excludes visiting Barcelona for purely touristic purposes.
- Group Booking:** A Booking concerning ten (10) or more rooms.
- Guest:** The person who enjoys the use of the services provided by TSH Spain in connection with the Educational Extended Stay Agreement, and that is integrated in the educational and/or university community in accordance to the provisions of the General Metropolitan Plan of Barcelona (Plan General Metropololitano de Barcelona), definitely approved on 14 July 1976, and the Especial Urban Plan on Touristic Lodging (Plan Especial Urbanístico de Alojamiento Turísticos), definitely approved on 27 January 2017. He/she will be the same person as the Contracting Party, except when the Booking is made by a third party (person or legal entity) on behalf/in favor of the relevant Guest. In case he/she was different from the Contracting Party, he/she shall expressly and fully adhere to these Terms and Conditions and the House Rules on the Check-in Date.
- House Rules:** House rules as referred to in Clause **Error! Reference source not found.** and available on Website/s.
- Hotel:** The operating location on Barcelona depending on and determined by the selected Hotel in the Booking process.

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| Extended Stay Fee: | The fee to be paid by the Contracting Party to TSH Spain for the Hotel services rendered pursuant the Educational Extended Stay Agreement, including VAT, as agreed pursuant to the Booking. |
| Terms and Conditions: | These Terms and Conditions. |
| TSH Spain: | Barcelona Lodging Management, S.L.U. affiliate of TSH Group S.à r.l. that enters into this Educational Extended Stay Agreement. |
| TSH Life Portal/TSH Life App: | A digital platform available to Guests, that can be used by Guests to log in to their account, pay invoices, order additional services and find (additional) information about their Booking |
| Website/s: | TSH official website https://www.thestudenthotel.com and any other travel agencies websites authorized by TSH to make the Booking. |

2. BOOKING PROCESS

2.1. A Booking, save for any Group Bookings, can be made by the Contracting Party online on the available Websites or directly with the reservations department of TSH Spain (e.g. by telephone or email). The Educational Extended Stay Agreement shall enter into force upon TSH Spain's written confirmation (normally, via e-mail) of the Contracting Party's Booking, regardless of whether the Contracting Party makes such Booking via Website/s, email, telephone or any other means of communication.

2.2. These Terms and Conditions and the House Rules apply to any Educational Extended Stay Agreement. By making the Booking (and subject to TSH Spain's written confirmation pursuant to Clause 2.1 above), the Contracting Party undertakes to fulfill and comply with these Terms and Conditions and the House Rules, and whenever different from the Guest(s), represents and warrants that the Guest(s) is(are) informed of these Terms and Conditions and the House Rules and will expressly and fully adhere to them on the Check-in Date.

2.3. The Contracting Party, whenever different from the Guest(s), acknowledges that it shall remain jointly and severally (*solidariamente*) liable with the Guest(s), before TSH Spain, for any breach by the Guest(s) of these Terms and Conditions and the House Rules.

3. OBJECT

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3.1. Pursuant to the Educational Extended Stay Agreement and according to the terms of the Booking, these Terms and Conditions and the House Rules, TSH Spain leases the agreed Hotel room to the Guest, who accepts it *ad corpus*, from the agreed date Check-in Date, until the agreed date Check-out Date, for the agreed Extended Stay Fee.

3.2. The Contracting Party represents and warrants that the Guest is in Barcelona for an Educational Purpose. The Guest acknowledges and agrees that TSH Spain relies upon this representation which is fundamental to TSH Spain, and that but for this representation TSH Spain would be legally prohibited from making the Room available to the Guest. The Contracting Party undertakes to immediately inform TSH Spain if the Guest ceases to be in Barcelona for an Educational Purpose, in which case TSH Spain may immediately terminate this Educational Extended Stay Agreement and clause 8 shall apply.

4. CHECK-IN PROCEDURE

4.1. Unless agreed otherwise in writing (e.g. by e-mail through reservations@thestudenthotel.com), TSH Spain will make the Hotel room available to the Guest on the Check-In Date at three (3) p.m.

4.2. Upon the Guest arrival on the Check-in Date, TSH Spain shall provide the Guest with the keys to the Hotel room and

5. CHECK-OUT PROCEDURE

5.1. Unless agreed otherwise in writing (e.g. by e-mail through reservations@thestudenthotel.com), the Guest must return the Hotel room to TSH Spain on the Check-out Date before twelve (12) p.m. (or on the date the Educational Extended Stay Agreement terminates for any reason, if such date of termination is prior to the Check-out Date).

5.2. On the Check-out Date (or on the date the Educational Extended Stay Agreement terminates for any reason, if such date of termination is prior to the Check-out Date):

- (i) the Guest will return the Hotel room (and the furniture and equipment of the Hotel room free from all personal belongings to TSH Spain in good condition and state of repair, without TSH Spain having to pay any related costs or indemnification of any kind; and
- (ii) the Guest will hand back the keys to the Hotel room (and, where relevant, keys to the laundry rooms) with any copies he/she may have. If the keys are not returned within twenty-four (24) hours of the Educational Extended Stay Agreement's termination, the Guest authorizes TSH Spain to enter and take possession of the Hotel room and to change the locks at the Guest's cost.

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5.3. If the Guest did not comply with the provisions of this clause 5, and without prejudice to TSH Spain's eviction or ejection proceedings, while the Guest occupies the Hotel room and until eviction is enforced, it will be penalized with an accrual of a daily amount four (4) times the adjusted Extended Stay Fee. This does not apply to any other harm and losses incurred, compensation for which will be added to this penalty (*cláusula penal*) as appropriate. Payment of the penalty will in no case exonerate the Guest from its obligation to meet the preceding obligations.

5.4. Furthermore, settling these amounts does not set aside any actions to which TSH Spain is entitled, nor will it give rise to TSH Spain's tacit extension of or consent to improper occupation. The Guest's failure to remove the fittings, fixtures and decorations will entitle TSH Spain to take possession of them or to remove them at the Guest's cost.

5.5. The Guest is liable for all expenses TSH Spain incurs resulting from recovering possession of the Hotel room, including bank charges and notary, lawyer and court representative's fees (even if their involvement is not required by law).

6. PAYMENTS

6.1. Payments concerning the Educational Extended Stay Agreement, unless otherwise agreed in writing with TSH Spain, must be made using either a credit card or, if offered as payment method, debit card. Thereto, the Contracting Party expressly consents to TSH Spain issuing invoices electronically.

6.2. In case of a non-refundable Booking, the entire amount of the Extended Stay Fee shall be paid at the moment of making the Booking.

6.3. In case of a refundable Booking, the Extended Stay Fee shall be paid at the latest the night before the Check-In Date.

6.4. If the Extended Stay Fee had not been paid in full on its due date pursuant to the above provisions, TSH Spain will be entitled to: (i) terminate at its discretion the Educational Extended Stay Agreement, and/or (ii) receive a compensation established as a penalty (*cláusula penal*) –without having to prove any losses or damages- equivalent to the full Extended Stay Fee. The Contracting Party expressly waives the right to reduction any mitigation by the courts concerning this penalty. This penalty will be paid as a lump sum. In addition to this penalty, TSH Spain shall also be entitled to compensation for any other losses or damages that it may be able to prove.

7. CANCELLATION RIGHTS / NO SHOW / TERM

7.1. In the event of a refundable Booking and provided the Contracting Party is in full compliance with the obligations set forth under Clause 6 of these Terms and Conditions, the Contracting Party is entitled to

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cancel the Booking either until seven (7) or fourteen (14) days before the Check-In Date (as indicated when making a Booking), without any charge. Any amount already paid will be refunded to the Contracting Party. If the Contracting Party does not cancel the Booking before the stated seven (7) or fourteen (14) days before the Check-In Date by written declaration to TSH Spain (an email to reservations@thestudenthotel.com will be sufficient), the Contracting Party is only entitled to cancel the Booking prior to Check-In if it agrees to make a payment of a fee equal to the Hotel Fee for the first seven (7) or fourteen (14) nights of the Educational Extended Stay.

7.2. The Educational Extended Stay Agreement shall enter into force pursuant to Clause 2.1 and shall end on the Check-out Date (the “**Term**”). TSH Spain and the Contracting Party agree to exclude any tacit renewal; so the Educational Extended Stay Agreement will end when the Term has expired without either party having to notify the other party thereto.

7.3. The Educational Extended Stay Agreement has been entered into by TSH Spain specifically based on the Term. Therefore, if anytime between the Check-in Date and the Check-out Date (i) the Educational Extended Stay Agreement is terminated for any cause attributable to the Contracting Party and/or Guest, or (ii) the Contracting Party and/or Guest withdraws from the Educational Extended Stay Agreement, TSH Spain will be entitled to receive a compensation established as a penalty (*cláusula penal*) –without having to prove any losses or damages- equivalent to the Extended Stay Fee. The Contracting Party and/or Guest, as applicable, expressly waives the right to reduction any mitigation by the courts concerning this penalty. This penalty will be paid as a lump sum. In addition to this penalty, TSH Spain shall also entitled to compensation for any other losses or damages that it may be able to prove.

7.4. If, on the contrary, the Educational Extended Stay Agreement is terminated anytime between the Check-in Date and the Check-out Date for any cause attributable to TSH Spain, the Contracting Party or Guest, as applicable, will be entitled to claim from TSH Spain the reimbursement of the proportional part of the Extended Stay Fee corresponding to the days running from the early termination to the Check-out Date.

8. TERMINATION RIGHTS

8.1. After the Check-In Date, the Contracting Party and TSH Spain may only terminate the Educational Extended Stay Agreement in accordance with the provisions of these Terms and Conditions, unless expressly agreed otherwise in writing.

8.2. The Contracting Party of a Booking relating to a Educational Extended Stay may terminate that Educational Extended Stay Agreement at any time by written declaration to TSH Spain (an email to reservations@thestudenthotel.com will be sufficient) if it agrees to make a payment of a fee equal to the Extended Stay Fee for the next seven (7) or fourteen (14) nights of the Educational Extended Stay (as indicated when making a Booking) from the day after which TSH Spain received the notice of termination,

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unless the remaining period of the Educational Extended Stay at the time of cancellation is shorter than seven (7) or fourteen (14) nights in which case the cost of the shorter remaining period of the Educational Extended Stay will apply.

8.3. The Educational Extended Stay Agreement will be terminated on the following cases:

- (i) if the Resident ceases to be integrated in the educational and/or university community in accordance to the provisions of the General Metropolitan Plan of Barcelona, definitely approved on 14 July 1976, and the Especial Urban Plan on Touristic Lodging, definitely approved on 27 January 2017,
- (ii) on expiration of the Term,
- (iii) on delay on the Contracting Party's part in performing any of its payment obligations accepted by the Contracting Party's under these Terms and Conditions,
- (iv) on performance of a Very Serious Violation (as this term is defined in the House Rules) by the Guest,
- (v) on any other essential breach by either of the parties of any of the obligations stipulated in these Terms and Conditions.

8.4. If the Guest commits a Minor Violation (as defined in the House Rules), TSH Spain shall demand the guest to fulfil its obligations or to remedy its breach within fifteen (15) days. If the breach is not remedied within this timeframe, TSH may extend, at its own discretion, the remedy timeframe, insofar as the Guest takes immediate remedial action, diligently continuing until the breach is remedied, and without prejudice to any indemnification TSH Spain may be entitled to for damages.

8.5. If the Guest commits a Serious Violation (as defined in the House Rules) or breaches any other obligation under these Terms and Conditions that is not considered a Minor Violation, TSH Spain can choose, at its own discretion, to (i) terminate the Educational Extended Stay Agreement, or (ii) demand the Guest to fulfil its obligations or to remedy its breach within fifteen (15) days. If the breach is not remedied within this timeframe, TSH may extend, at its own discretion, the remedy timeframe, insofar as the Guest takes immediate remedial action, diligently continuing until the breach is remedied, and without prejudice to any indemnification TSH Spain may be entitled to for damages.

9. LIABILITY OF THE CONTRACTING PARTY AND OF THE GUEST

9.1. The Contract Party and/or Guest, as applicable, accept their liability (and will hold TSH Spain harmless) for all material or personal damages that may be caused to the Hotel, or to third parties for any reason attributable to the Guest or related persons, or that may be derived from the use of the Hotel.

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9.2. The Contract Party and/or Guest's liability includes the obligation to hold TSH Spain harmless from any other liabilities, claims, orders, expenses, fees, fines, complaints, proceedings, and actions resulting from or connected with any of the above circumstances. The obligation to indemnify and hold harmless also includes reasonable court and legal costs, and any other expenses for TSH Spain (including lawyer's fees) resulting from the above claims or actions. The Contract Party and/or Guest's obligation will take effect on the date on which the Educational Extended Stay Agreement enters into force pursuant to Clause 2.1 and will remain in force after the termination or cancellation of the Educational Extended Stay Agreement for any reason.

9.3. TSH Spain may file an official report with the local police if it observes misconduct, criminal acts or violations of the Terms and Condition and/ or House Rules.

10. LIMITATION OF LIABILITY

10.1. Unless otherwise set forth in these Terms and Conditions, TSH Spain shall only be liable for damages caused by willful intent (including maliciously concealing a defect or gross negligence). The limitations of liability pursuant to this Clause 10.1 **Error! Reference source not found.** do not apply (i) in case of damages to life, body or health, and/or (ii) if and to the extent TSH Spain has maliciously deceived a defect, and/or (iii) if and to the extent TSH Spain has assumed a guaranty for the quality of goods or services.

10.2. TSH Spain liability shall in any event never exceed the lesser amount such as i) the value of the Educational Extended Stay Agreement, ii) the amount paid by TSH Spain's insurance company or iii) the amount paid to TSH Spain as compensation by a third party, if the damage is attributable to such third party (such as the security service, the cleaning company, etc.).

10.3. For the avoidance of any doubts, TSH Spain shall not be liable towards the Contracting Party and/or the Guest, as applicable for loss, damages or theft of the properties/goods (including luggage, personal items, mail or delivered packages) of the Guest or the person accompanying the Guest, unless the above is directly attributable to TSH Spain or its staff.

11. NOTICES

11.1. All notices in connection with the Educational Extended Stay Agreement shall be made in writing (which includes by e-mail). The addresses and contact details for TSH Spain can be found on the Website. The addresses and contact details for the Contracting Party and/or Guest are those that have been provided during the Booking.

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11.2. The Contracting Party and/or the Guest must submit any complaints regarding an (alleged) failure of TSH Spain in the performance of the Educational Extended Stay Agreement immediately after discovering such failure. Complaints must be submitted by email to complaints@thestudenthotel.com.

12.FORCE MAJEURE

12.1. The term force majeure will include but are not limited to the following circumstances: epidemic disease, war, threat of war, civil unrest, labor strikes or sit-ins, water damage, acts of war, fire, flood, acts undertaken by the government or general outages of gas, electricity, water or internet which make the performance of the Educational Extended Stay Agreement impossible for TSH Spain (**Force Majeure**).

12.2. In the case of Force Majeure, TSH Spain is entitled to either suspend performance of the Educational Extended Stay Agreement or terminate the Educational Extended Stay Agreement, provided that TSH Spain has not culpably caused any of the circumstances resulting in the relevant Force Majeure event.

12.3. TSH Spain is not liable for any damages suffered by the Contracting Party or the Guest as a result of a Force Majeure event, unless TSH Spain has culpably caused the relevant Force Majeure event.

13.FOUND PROPERTY

13.1. All found property/goods must be handed over to the reception desk of the Hotel.

13.2. After the Check-out Date of a Guest, any personal belongings left in the room or any other area of the Hotel will not be kept and will be discarded or destroyed, unless by its appearance and/or value it is clear to anyone that it must be a lost item. In that case, TSH Spain will store the item for a maximum of three (3) months. Where reasonably possible, TSH Spain shall inform the Contracting Party about the lost item and will request if and how it will be retrieved by the Contracting Party.

13.3. The Contracting Party may request TSH Spain to send such item(s) to the Contracting Party. TSH is not obliged to adhere to such request, but if it does, the Contracting Party shall bear the risk and costs of the shipping of such item. TSH Spain may request the Contracting Party to pay these costs in advance. Lost items will not be returned in case of any outstanding Fees.

14.CHANGE, USE AND LETTING OF ROOMS, AND HOUSE RULES

14.1. TSH Spain is at all times entitled to transfer a Guest to a different room of a similar type for operational reasons. Only the Guest is permitted to make use of the relevant Hotel room only for he's/she's accommodation. The Guest cannot use the Hotel room for any purpose other than such authorized use, without TSH's prior express written consent.

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14.2. The Contracting Party and Guest(s) are expressly prohibited to let or otherwise grant others the right to use any room in the Hotel (including via Airbnb, Wimdu, etc.). In case of a breach of this provision, the Contracting Party will forfeit an immediately due and payable penalty of EUR 350, without TSH Spain's right to claim from the Contracting Party any damages TSH Spain or any of its affiliates suffers as a result of breach of this Clause 14.2 by the Contracting Party or the Guest. TSH Spain may deduct the penalty and any damages from the Deposit. Furthermore, TSH Spain is in such case entitled to terminate the Educational Extended Stay Agreement immediately by notice in writing.

14.3. TSH Spain has a set of House Rules to preserve order, peace and quietness in the Hotel, which are applicable to these Terms and Conditions. The House Rules are available at the reception of the Hotel and can be downloaded at the Website www.thestudenthotel.com and TSH Life App.

15. ENTERING ROOMS

15.1. Unless the Contracting Party or the Guest objects or clearly indicates its objection, TSH Spain's personnel may enter the room daily for cleaning purposes while the Guest is not present.

15.2. The Contracting Party and/or the Guest hereby agree that TSH Spain may enter the Hotel room for health and safety reasons or in case of imminent damage or by order of an authority, without the Guest being present and/or without any prior notice.

15.3. Besides as mentioned in Clauses 15.1 and 15.2, TSH Spain's staff, upon reasonable prior notice to the Guest, has the right to enter the room of a Guest in his/her presence for maintenance, security, and other legitimate reasons, including reasonable inspections.

16. ASSIGNMENT

16.1. TSH Spain may assign the rights and obligations under this Educational Extended Stay Agreement to any third party, subject to prior notice to the Contracting Party or the Guest in accordance with clause 11, without the consent of the Contracting Party and/or the Guest being required.

17. CHANGE OF TERMS AND CONDITIONS

17.1. TSH Spain reserves the right to change, modify or revoke any provision of the Educational Extended Stay Agreement, these Terms and Conditions with prior consent of the Contracting Party. Changes will

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become binding vis-à-vis the Contracting Party within twenty-four (24) hours after the Contracting Party has provided consent by email.

17.2. All information stated in these Terms and Conditions is correct at the time of this publication. The latest version of the Terms and Conditions is always available at reception of the Hotel and is published on the website www.thestudenthotel.com.

18. APPLICABLE LAW AND VENUE

18.1. The Educational Extended Stay Agreement, these Terms and Conditions, the House Rules as well as any additional agreement(s) entered into between TSH Spain and the Contracting Party regarding the performance of services shall be governed by the laws of Spain.

18.2. The Contracting Party and TSH Spain agree to submit all conflicts arising from or related to this Educational Extended Stay Agreement, these Terms and Conditions, the House Rules to the Spanish courts of the city of Barcelona, and they waive any other jurisdiction to which they may be entitled.

19. ONLINE DISPUTE RESOLUTION

19.1. As a company which offers an Educational Extended Stay Agreement via the internet, TSH Spain is under a statutory obligation to inform any Contracting Party and Guest (that made a Booking by Website and) who is a consumer about the existence of the platform for online dispute resolution provided by the EU Commission. The platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. However, TSH Spain will not participate in a proceeding before a consumer dispute resolution body.

20. INFORMATION ON PERSONAL DATA PROCESSING

20.1. We inform you that the personal data you provide us for the Educational Extended Stay Agreement will be processed by TSH Spain, having registered office at calle Sancho de Avila 22, 08018 Barcelona, and e-mail address found in the Website/s. The purpose of the processing, as well as its legal basis, is to comply with the rights and obligations arising from the Educational Extended Stay Agreement. The processing is strictly necessary for such purpose.

20.2. The data will be processed during the contractual relationship with you and will be kept after the termination of the contractual relationship for the necessary period in order to attend the responsibilities that may derive from it.

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20.3. Only those third parties to whom TSH Spain has entrusted the provision of technical or support services related to the service, will have access to the personal data.

20.4. You can exercise your rights of access, rectification or erasure of your data, as well as request that the treatment be limited, oppose it, or request the portability of your data, by writing to TSH Spain at calle Sancho de Avila 22, 08018 Barcelona. Likewise, you will be entitled to lodge a complaint with the Spanish Data Protection Agency (in Spanish, Agencia Española de Protección de Datos).

20.5. For more information about how TSH Spain process your personal data please refer to our privacy statement at: <https://www.thestudenthotel.com/privacy-policy/>.