



Resident´s name:

DNI/NIF/ Passport:

Arrival date:

Departure date:

Meal plan:

Monthly rate:

GENERAL TERMS AND CONDITIONS

1. Object of the contract

The contract will consist of these terms and conditions, the Residential Code of Conduct and the legal framework that will regulate the contracting services consisting of accommodation services provided by MasterHome Residencia S.L.U.(hereinafter, referred to as "MasterHome Residence"), located in Madrid, 24bis Edgar Neville Street (hereinafter, referred to as the "**Residence**").

The Resident and MasterHome Residence may be jointly referred to as the "**Parts**" and individually as the "**Part**".

2. Booking confirmation and deposit

- Long-term accommodation (more than 4 months).

In order to secure your accommodation, you are required to pay a booking fee of 300€, using any of the accepted payment methods listed in section 3 or through a secure payment link that will be sent to you. When making the payment you must indicate full name of the prospective resident. This amount will be deducted from the last month´s rent and will not be refunded in the event of cancellation or leaving the Residence for any reason before the contract end date.

You are required to pay a deposit of 1000 € prior to arrival using any of the payment methods listed in section 3. The resident will not be able to occupy the room if the deposit has not been paid in accordance with the terms set out in this agreement. The deposit cannot be used to pay the last month´s rent.

The deposit may also be used to contribute towards compensation for any damages caused to residence facilities. The deposit will be refunded within 30 days after the end day of your stay provided the above conditions are met. MasterHome reserves the right to deduct from the deposit any reasonable costs or charges outstanding at termination of this agreement and any costs incurred by the resident as a result of any breach under this agreement.

For this purpose, room condition reports are completed by the resident assistant upon commencement of your accommodation and at the time of check out. The room should be left in the same condition and state of repair as the room was received. It is the responsibility



of the resident to pay for the replacement or repair for damaged property within the room or in areas adjacent to it.

If at the end of the tenancy there is rent outstanding, MasterHome Residence may retain part or all of the deposit to cover the rent arrears. If the deposit is not sufficient to cover the cost of outstanding bills, the resident will be required to pay the difference.

If your arrival is between the 1st-9th of the month, the first month's rent when you move in will be paid in full. When moving out, you must pay full month's rent if your departure date is after the 20th of that month.

- Short-term accommodation (less than 4 months)

In order to secure your accommodation, you are required to pay a booking fee of 300€, using any of the accepted payment methods listed in section 3 or through a secure payment link that will be sent to you. When making the payment you must indicate full name of the prospective resident. This amount will be deducted from the last month's rent and will not be refunded in the event of cancellation or leaving the Residence for any reason before the contract end date.

You must provide a valid credit card number as guarantee for any damages caused. For this purpose, room condition reports are completed by the resident assistant upon commencement of your accommodation and at the time of check out, during which, the resident assistant will compare the condition of the room and furniture noted on the form to the condition at check out. By agreeing to these terms and conditions residents acknowledge that the credit card provided will be charged for any loss or damage to the room during the stay.

If your arrival is between the 1st-9th of the month, the first month's rent when you move in will be paid in full. If your departure date is later than the 20th, full month's rent payment is required.

For stays of less than 15 days a daily rate applies.

When switching a long term rental to a short term rental and vice versa changes will be appended to the general terms and conditions. Any changes to the agreement require signing a new contract.

3. Payment methods

The price applicable to the accommodation and services contracted by the Resident will be that established in the General Terms and Conditions (hereinafter referred to as the "**Price**"). Payments must be made on a monthly basis within the first 5 days of each month, using any of the following accepted payment methods:

- a. Direct debit. We can take authorised payments from your bank account on the dates due. Direct debits are only available from Spanish bank accounts.
- b. Debit/credit card.
- c. Standard bank transfer to MasterHome Residencia bank account (IBAN ES48 0049 1811 3028 1047 8711).
- d. Cash payment with acknowledgement of receipt (1)

The balance due from the services provided by Masterhome Residence will be considered paid in full when full payment is received. Please be aware banks usually apply fees on international bank transfers. Should payment be made by bank transfer, the full amount due must be received in MasterHome Residence bank account. MasterHome Residence is not responsible for any additional fees charged by your bank or any intermediary bank, the resident remains liable for any bank charges or fluctuations in the exchange rate which affect the final amount reaching MasterHome Residence bank account.



If you leave before the end of the contract you are required to pay the entire last month's rent. In the event of a refund, the resident is responsible for any transaction fees that are incurred.

¹ Without exceeding limitations on cash payments contained in Law 7/2012, of October 29, amending Taxation Law, budgetary and adequacy of financial regulation for the intensification of the actions in the prevention and fight against fraud.

4. Special billing conditions

Holiday periods are non-exempt from payment.

If you renew the contract for the next academic year, we will proceed as follows:

- Month of departure: must be paid in full including board (please consult us about your specific situation).
- Summer months (July and August):
 - If you leave your stuff packed in the room, no fees will be charged, and your room will be reserved.
 - If you don't leave your stuff packed and the room vacant during summer time, you will have to pay accommodation fees.
- Month of arrival: must be paid in full regardless of your return date (for instance by September).

5. Required documents

Residents must send, either by postal mail or email, the following documents to MasterHome Residence 15 days prior to arrival:

- ✓ Copy of valid ID Card/Passport.
- ✓ Proof of school/ university enrolment.
- ✓ Proof of professional activity

6. Services included

- ✓ 24-hour front desk and surveillance, 365 days
- ✓ Resident support service
- ✓ Maintenance service 7 days a week
- ✓ Single room accommodation:
 - Fully equipped private bathroom.
 - Individual climate control
 - Electricity and water
 - Computer network (Wifi and cable)
 - Cleaning service twice a week
 - Towel change twice per week
 - Bed linen change once a week
 - Safety deposit box
 - Fridge
- ✓ Meal plan contract-7 days per week
- ✓ Rooms adapted for people with reduced mobility
- ✓ Gym
- ✓ Study areas
- ✓ Living rooms, TV
- ✓ Washing, drying and ironing facilities
- ✓ Terrace
- ✓ Luggage storage
- ✓ Cardioprotected spaces
- ✓ Surveillance cameras



7. Additional services not included

- Charges for using the laundry
- Dry cleaning service
- Photocopying, printing and scanning services
- Physiotherapy service
- Certain items not included in the meal plan
- Vending machines

8. CODE OF CONDUCT

8.1- Object

MasterHome Residence aims to provide a comfortable, safe environment, promoting a spirit of community and cooperation in which students can learn, work and interact. The rules contained in this document have been drafted towards achieving such goals, as well as to ensure all residents enjoy the facilities and are fully aligned and well- integrated with MasterHome Residence standards of personal conduct.

8.2- Safety and security

- a. MasterHome Residence reserves the right to refuse admission.
- b. Tampering with any security, firefighting equipment and electrical metering boxes is strictly forbidden.
- c. According to current law (Law 28/2005) on health measures regarding smoking, smoking is strictly prohibited except in designated smoking areas such as terraces.
- d. Using, distributing, selling or possessing illegal drugs or narcotics is strictly forbidden in entire residence.
- e. For security reasons, it is strictly forbidden to discard or throw anything from the windows or balconies including cigarettes, cigarette butts, matches or any solid waste.
- f. Electrical/heating appliances (except computers and similar devices) are strictly forbidden within the residence at any time.
- g. In cases of emergency MasterHome Residence staff is entitled to enter the rooms as reasonably required by the circumstances giving rise to the emergency.

8.3- Behaviour policies

- a. Keep noise to a minimum in hallways and staircases as a courtesy to others. Do your best to keep loud laughter and conversations in check, close doors behind you with ease, and don't let doors slam shut by themselves.
- b. Please keep the volume of computers, music equipment and other personal devices down at all times in consideration of other residents.
- c. Pets are not permitted.
- d. You must treat our staff and others living in the residence with proper consideration and respect. Our policy is to treat everyone with dignity, integrity and respect. MasterHome Residence won't tolerate discrimination on the basis of sex, race, religion or other grounds of discrimination.
- e. Acts of vandalism are strictly prohibited.
- f. Crockery, cutlery or glasses may not be removed from the Master Café. Residents may not take food out of the Master Café.
- g. Residents who have special dietary needs should make this known to the front desk staff and present a medical proof.
- h. Bicycles and electric scooters are not permitted.



8.4- Room/Furniture

- a. Residents shall maintain the room including the furniture and equipment therein and shall be responsible to keep them intact, clean and in a proper state of repair.
- b. Residents must not interfere with the reasonable peace, comfort and privacy of other residents. All residents are expected to be considerate of noise levels. Noise (including, but not limited to voices, amplified music, televisions, radios) must be maintained at all times at a level which does not disturb any other resident.
- c. The furniture provided in your room may not be removed from your room. No posters or other items may be affixed to the walls, windows or furniture in your room.
- d. You are responsible to keep your room tidy at all times. If you don't keep the room in a proper state of order, the housekeeping staff will refrain from cleaning your room.
- e. For safety reasons, nothing may be attached to the windows or placed upon the windowsills.
- f. You will use a magnetic card to access your assigned room. Rooms are equipped with safety deposit boxes, thus MasterHome assumes no responsibility for, and does not insure against the loss, theft, damage or destruction of any of resident's personal property.
- g. Energy conservation is everyone's responsibility. Residents are strongly encouraged not to leave lights, air conditioners or other electric appliances on in rooms whilst they are unattended. Everyone is encouraged to conserve water wherever possible.
- h. You will be issued with an electronic access card at the time of arrival encoded to provide access to your room, lighting and air conditioning. The resident will be held responsible for any damage caused to the facilities for improper use and MasterHome Residence may demand the costs of repair and/or replacement.

8.5- Common areas/Furniture

- a. Common rooms are for the enjoyment of all residents, please treat them with respect and make sure these rooms are left tidy.
- b. The supplied furniture may not be removed from common areas. You may not damage or change the decorative finish of common areas.
- c. Residents must leave common areas neat, clean and tidy. All garbage must be properly bagged and placed directly into the trash receptacles.
- d. On-site laundry facilities and laundry equipment are for common use.
- e. You will be able to enter the gym during specified times only. It is not allowed to take any element of the gym outside of it. Please ensure that you tidy and put equipment back after use.
- f. It is important that everyone behaves with consideration towards those around them.
- g. Residents must take care of their personal hygiene and dress appropriately in common areas.

8.6- Visitors

- a. All visitors must sign in with the front desk and are not allowed direct access to the residence.
- b. Visiting times are restricted from 09:00 to 23:00. All visitors must be signed out when leaving the premises. Visitors are not permitted to stay overnight without prior approval from management. Resident visitors must be escorted by the resident host at all times and must obey the rules of the residence.
- c. You will be held totally responsible and financially liable for any damages caused by your visitors.
- d. MasterHome Residence reserves the right to place additional restrictions on access by visitors should the visitors misbehave.



9.- Personal data protection

In compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Organic Law on the Protection of Personal Data and Guarantee of Digital Rights 3/2018 (LOPDGDD), the acceptance of this document implies the authorization to MASTERHOME RESIDENCIA S.L.U. for the processing of personal data that were already collected according to the existing contractual relationship and which processing consists of:

Who is responsible for the processing of your data?

- **Identity:** MASTERHOME RESIDENCIA S.L.U.
- **NIF:** B87284899
- **Postal Address:** C\ Edgar Neville, 24 bis - 28020 - Madrid
- **Telephone:** 911920092
- **E-mail:** info@masterhome.es

For what purpose do we process your data?

At MASTERHOME RESIDENCIA S.L.U. we treat your data with the purpose of offering accommodation oriented to master's degree students, students of competitive examinations, professionals, and university students.

The treatment consists of:

- The management of the contracted service.
- Issuing and sending sales invoices.
- Management of the collection of the services rendered.
- Preparation of accounting and other obligations necessary to comply with tax regulations.
- The use of telephone, electronic and postal means of contact provided by the client for the notification of matters related to the service provided and the administrative management of the service.

Management of social networks: The data controller may have a presence in social networks. The processing of data that is carried out of the people who become followers in social networks of the official pages of the controller, will be regulated by this section.

As well as by those conditions of use, privacy policies and access regulations that belong to the social network that applies in each case and previously accepted by the user of the data controller. It will treat your data for the purposes of properly managing its presence in the social network, informing of activities, products or services provided by the controller.

As well as for any other purpose that the regulations of social networks allow. In no case will the profiles of

followers in social networks be used to send advertising individually.

What categories of data do we process?

All the data we process is basic level data. Specifically, we handle the following personal data:

- Identity data: name, surname, N.I.F. / D.N.I., postal address, e-mail address, telephone number.
- Economic-financial: bank accounts

Are there automated decisions?

No automated decisions are made, and no profiles are created automatically.

How long will we keep your data for?

As long as a commercial relationship is maintained, and the deletion of the data is not requested.

What is the legitimacy for the processing of your data?

The legal basis for the processing of personal data is the consent of the data subject or their legal representative, as well as the performance of a contract.

The data subject is not obliged to provide us with personal data, but if he/she does not provide us with the required information necessary for the processing, we will not be able to provide the service.

The data subject may revoke consent to the collection and processing of their personal data at any time, through the procedure we establish for this purpose, without affecting the lawfulness of the processing based on the consent prior to its withdrawal. In no case shall the withdrawal of consent condition the execution of other purposes.

To which third party recipients will your data be communicated?

No data will be communicated to third parties, unless required by law.



To which data processors will your data be communicated?

To provide services strictly necessary for the development of the activity, MASTERHOME RESIDENCIA S.L.U., shares data with the following service providers:

- Data processor located in Madrid for the maintenance service of computer systems.
 - Data processor located in Gijón (Asturias) for the maintenance service of the computer application GREEN SOFTWARE.
 - Foreman located in Zaragoza (Spain) for the tax and accounting advice service.
 - Data processor located in Madrid for the catering, cafeteria, cleaning, and night reception services.
- All data processors comply with current data protection regulations.

Are there any international transfers of your data?

International data transfers are considered to be the transfer of data to processors, joint controllers or recipients in third countries or international organizations not established in the European Union. Your personal data may be transferred to the following organizations not established in the European Union:

Servicio	Empresa	Garantía
Facebook, Inc. - Social network to contact individuals Account: MasterHomeResidencia	Meta Platforms, Inc. (United States)	- Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt0000000GnywAAC) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses: https://www.facebook.com/legal/EU_data_transfer_addendum
Twitter Social network to contact individuals Account: MasterHomeResi	Twitter, Inc. (United States)	- Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt0000000TORzAAO) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses: https://gdpr.twitter.com/en/controller-to-controller-transfers.html
Instagram - Social network and application for uploading photos and videos Account: masterhomeresidencia	Meta Platforms, Inc. (United States)	- Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt0000000GnywAAC) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses: https://www.facebook.com/legal/EU_data_transfer_addendum
Youtube - Website dedicated to video sharing Account: https://www.youtube.com/channel/UC8Wfj60-OrErzUO-awIIWHw	Google LLC (United States)	- Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt000000001L5AAI) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses: https://policies.google.com/privacy/frameworks?hl=es
Google drive - Cloud file hosting service	Google LLC (United States)	- Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt000000001L5AAI) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses:



Google Tag Manager - Simplifies the insertion of scripts, HTML code and tracking pixels into websites	Google LLC (United States)	https://policies.google.com/privacy/frameworks?hl=es - Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt00000001L5AAI) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses: https://policies.google.com/privacy/frameworks?hl=es
OneDrive - Cloud file hosting service	Microsoft Corporation (United States)	- Belongs to Privacy Shield (www.privacyshield.gov/participant?id=a2zt0000000KzNaAAK) and has been invalidated by the Court of Justice of the European Union (CJEU), however, it remains certified to demonstrate compliance with generally accepted privacy principles. - Compliance with Standard Contractual Clauses: https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA

What security measures do we implement to protect your data?

We will treat the data at all times with absolute confidentiality and keeping the corresponding duty of secrecy with respect to the data, in accordance with the provisions of the applicable regulations, adopting for this purpose the necessary technical and organizational measures to ensure the security of your data and avoid its alteration, loss, unauthorized access or processing, given the state of technology, the nature of the data stored and the risks to which they are exposed.

What are your rights when you provide us with your data?

- 1) Right of access: you may consult your personal data processed by the organization.
- 2) Right of rectification: you may modify your personal data when they are inaccurate.
- 3) Right of opposition: you may request for your personal data to no longer be processed.
- 4) Right of deletion: you may request the total or partial deletion of your personal data. This does not mean that your data will be completely deleted, but that your data will be kept blocked in such a way as to prevent its processing, without prejudice to making them available to public administrations, judges, and courts, for the attention of possible liabilities that may have arisen from the processing during their statute of limitations period. Once this period expires, your data will be duly deleted or anonymized.
- 5) Right to data portability: you have the right to transfer the data you have provided to us and those obtained from your contractual relationship to another data controller. It is only possible to exercise this right when the processing is based on the performance of a contract or on your consent, and the processing is carried out by automated means.
- 6) Right to limitation of the processing: you may request the limitation of the processing of your data in the following cases:
 - While checking the contestation of the accuracy of your data.
 - When the processing is lawful, but you object to the deletion of your data.
 - When the organization does not need to process your data, but you need it for the exercise or defense of claims.
 - When you have objected to the processing of your data, for the fulfillment of a mission in the public interest or for the satisfaction of a legitimate interest, while verifying whether the legitimate grounds for the processing outweigh yours.

You may exercise your rights free of charge by proving your identity with a copy of your ID card or equivalent document, by sending us your request via e-mail or post to the details given in the section on the data controller's details.

However, you may file a complaint with the Data Protection Agency (www.agpd.es).

Accuracy and veracity of the data

The owner of the data or his/her legal representative, is the only person responsible for the veracity and correctness of the data provided, exempting MASTERHOME RESIDENCIA S.L.U., from any responsibility in this regard.

The owners of the data guarantee and are responsible, in any case, for the accuracy, validity and authenticity of the personal data provided, and commit themselves to keep them duly updated.

The owner of the data agrees to provide complete and correct information to the data controller.



10.- Liability and compensation

MasterHome Residence will be liable to the resident for the correct provision of the contracted services. MasterHome Residence limits its liability for breach of contract to the amount paid in the contract.

The resident will compensate MasterHome Residence, its partners and employees, for damages, penalties, compensations, injuries and claims caused directly or by third parties.

If you have any maintenance issues in your room, please report them immediately.

11.- Contract Termination

This agreement may be terminated for the following reasons:

- a. By either party upon 30 days written notice.
- b. By either party if failure to comply with the terms of the contract. MasterHome Residence may terminate the contract if the resident fails to pay the monthly rent set at a maximum of 2 monthly payments.
- c. Extinction of the legal personality of MasterHome Residence or either party becomes or is declared insolvent or bankrupt.
- d. The breach of the obligations is subject to compensation for the damages.
- e. Breach of accommodation rules and regulations could result in residents being asked to leave MasterHome Residence. Please also note that action may otherwise be taken against you in accordance with MasterHome Residence disciplinary regulations.

In the event of termination of this agreement as provided in section a), the amount of 300 € paid as booking fee will be retained as a penalty.

At the end of the period of stay, you must move out and leave the accommodation cleared of all your personal belongings. Any possessions left behind are considered abandoned property. MasterHome Residence may dispose of the items without liability to the resident.

12.- Applicable law and jurisdiction

These terms and conditions are subject to Spanish law. In relation to any legal action or proceedings arising out of or in connection with these terms and conditions, you irrevocably submit to the exclusive jurisdiction of the courts of Madrid.

Madrid,

day/month/year

Resident´s signature

Stamp

