**GENERAL TERMS AND CONDITIONS UPKOT**

**For an ideal study and living environment**

 **RESIDENCE FIELD**

**(rented by Ghent University)**

**academic year 2024-2025**

**Prior** Definitions

In these general terms and conditions, the following definitions apply:

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| **Upgrade Estate Group:** | Upgrade Estate Group SRL, with registered office at 9051, Gent, Burggravenlaan 31/101, and company registration number 0400.927.922. |
| **Limoengroen:** | Limoengroen SRL, registered office in 9051, Gent, Burggravenlaan 31/201, and company registration number 0840.067.015. |
| **Upkot Coach:** | The employee of the Upgrade Estate Group who provides tenants with advice and assistance for all questions or issues. |
| **Landlord:** | The owner, or their proxy, of the living unit. |
| **Tenant:** | Every person that enters into a tenancy agreement through Ghent University. |
| **Living unit:** | The room or studio rented by the tenant. |
| **Building:** | The property in which the living unit is located. |
| **Place description:** | A detailed listing and observation of the state of the living unit. |
| **EGWI:** | The collective name for provision of electricity, gas, water and internet. |
| **Tenancy Agreement:** | The agreement between the tenant and Ghent University concerning the rent of the room in which provisions on rent, EGWI, deposit and the duration are listed. |
| **General terms and conditions:** | The general terms and conditions that apply to all tenants. |

The tenancy agreement and general terms and conditions are called the **agreement.**

**Article 1** Application - Selection - Assignment

1.1 For regular students that are domiciled at their parent(s) house, the fire insurance of the primary residence often also covers the student room as a second residence. Check with your insurance company. Living units are only let to Ghent University students enrolled in one or more diploma contracts with a total of at least 27 credits, except for 1 graduation year (in the year you receive your diploma, the number of credits can be lower), in a programme to obtain your first Master's diploma, and who are still entitled to a ‘Groeipakket’ based on their age (age limit not applicable to tenants who reapply). Students who have already obtained a Master's diploma cannot apply or move into a living unit.

 The living units are assigned based on the following priority list, in which applications of (first-generation) students who enrol for the first time in a first bachelor get higher priority than senior students who apply for a living unit for the first time. Exceptions can be granted by the Social Services Office.

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 Adapted living units can be rented by students (at Ghent University or associated university colleges) with a disability if the application goes through effective intervention of the Disability Office.

 Each modification of the status of the tenant(s) during the rental period (e.g. the student transfers from Ghent University to a university college of higher education), should be immediately communicated in writing to the Housing Office.

1.2. A **maximum duration** of stay is in place. This maximum duration of stay equals the duration of a full-time standard learning track of the Bachelor’s programme and subsequent Master's programme, plus one year.

 This means that a student can rent a room, room plus or studio for the duration of the full-time standard learning track of the Bachelor's programme, plus the duration of the full-time standard learning track of the subsequent Master's programme, plus one year (i.e. maximum duration of stay). For a student who reorients (i.e. changes from one programme to another), the number of years that the student has already lived in a home is subtracted from the maximum duration of stay.

The maximum duration of stay then equals the duration of the full-time standard learning track of the new Bachelor’s programme and subsequent Master's programme plus one year, minus the amount of years that the student has already lived in a home.

The following circumstances are taken into account:

* For UGent students who have to complete a preparatory programme between the Bachelor’s and Master's programme, the duration of the full-time standard learning track of the preparatory programme is added to the maximum duration of stay.
* For UGent students who combine multiple Master's programmes the maximum duration of stay equals the duration of the full-time standard learning track of the Bachelor’s programme and subsequent Master's programme of the first programme, plus one year.
* For UGent students who are enrolled in an academic bridging programme, with the aim of obtaining a Master’s diploma, the maximum duration of stay equals the duration of the full-time standard learning track of the academic bridging programme plus the duration of the standard learning track of the subsequent Master's programme, plus one year.
* For UGent students who want to rent a room, room plus or studio only later in the standard learning track of the Bachelor’s and/or Master's programme, the maximum duration of stay equals the remaining amount of years in the programme (the amount of years that the student has left in the standard learning track) plus one year.

Exceptions can be granted by the Social Services Office.

1.3 Reapplications have to be submitted online through (*oasis.ugent.be*) from March 1 until March 15, at the latest. All rental conditions and information about your room application can be found at *ugent.be/kameraanvraag.* After March 15 it is no longer possible to submit a reapplication. Only new applications can be submitted, which means you lose your place on the priority list and your living unit. Reapplications are only taken into consideration on condition there is no overdue rent.

1.4 New applications have to be submitted online through [*www.ugent.be/huisvesting* from March 1](http://www.ugent.be/huisvesting%20from%20March%201) until May 1, at the latest.

1.5 New applications that are submitted after May 1 do not get priority and are processed according to the first come, first serve principle. An exception is made for students from prioritiies 2 and 3, for whom 50 rooms are reserved until August 15.

**Article 2** Cancellation of the application

2.1 All cancellations must be done in writing.

2.2 If an applicant cancels the application after the living unit has been assigned by the Housing Office (upon which the applicant receives a confirmation email or a tenancy agreement and the Internal Rules and Regulations), an administrative fee of 100 euros will be charged. An exemption is granted to applicants who do not meet the requirements to be able to rent a living unit in the academic year for which they have submitted an application.

 Failure to return a signed tenancy agreement within seven days (14 days in exam periods and in the time between the second-term examination period and the resit examination period) and a no show is also considered a written cancellation and gives rise to the charging of the administrative fee. In that case, an exemption is not possible.

The administrative fee is to be paid via an invoice, once a final decision has been made about the enrolment/registration.

**Article 3** Duration of the agreement

3.1 The standard duration of the tenancy agreement is 12 months.

3.2 Students who take part in an exchange programme can rent a living unit for the duration of one semester. First semester: 21/09/2024 - 02/02/2025 or second semester: 07/02/2025 - 14/09/2025. Only students who re-apply can apply for an agreement for a semester.

 Tenants with an agreement for a semester keep their priority as re-applying student should they apply for a standard agreement the subsequent academic year. Tenants who take part in an exchange programme for the duration of an academic year also keep their priority as re-applying student should they apply for a standard agreement the subsequent academic year.

 If upon inspection of the current academic year the exchange did not or will not go through, the (applied for) semester agreement will be converted into a standard tenancy agreement.

Considering the common occupancy, a tenant with a semester agreement cannot be guaranteed to be able to rent the same living unit as the previous academic year. This is also the case if the semester agreement is extended into a standard tenancy agreement.

**Article 4** Subletting and assignment

 Transfer of the tenancy agreement and subletting are prohibited, except in the event that the tenant takes part in an exchange programme or an internship. In case of transfer or subletting, the new tenant or subletter must be enrolled as a Ghent University student (cf. *https://www.ugent.be/student/nl/meer-dan-studeren/huisvesting/homes/onderverhuren.htm*

 Subletting means that a subtenancy agreement is concluded between the main tenant and the subtenant in which Ghent University is not a party. The use of the Ghent University template available for this purpose is recommended. The main tenant must impose the same obligations onto the subtenant as valid
under the tenancy agreement, including these regulations, and is not allowed to charge a higher rental fee than the one he or she pays (no financial gain). The main tenant remains liable vis-à-vis Ghent University regarding the contractual rental obligations, including compliance with these regulations. This does not detract from the fact that Ghent University can take (disciplinary) measures with regard to the subtenant based on his or her status as a student and/or resident of a university home if he or she is in violation of these regulations, is disruptive and/or commits disciplinary infractions.

In case of transfer or subletting, the tenant must communicate 1) the reason for the transfer or subletting (exchange or internship) and 2) the address and contact details of the new tenant to the Housing Office before the planned start date of the transfer or subletting so that the Housing Office can check whether the transfer or subletting, respectively, can be permitted. In case of subletting, the tenant must also provide a copy of the sublease agreement to the Housing Office.

**Article 5** Termination of the rental agreement

5.1 The tenant may terminate the rental agreement free of charge up to 3 months before the start date of the agreement.

5.2 The tenant may terminate the tenancy agreement less than 3 months before the start date of the agreement but must pay a termination fee of 2 months’ rent if the agreement has already been signed. An exemption is granted to tenants who do not meet the eligibility requirements to be able to rent a living unit in the academic year for which they have submitted an application.

 The termination fee is to be paid via an invoice, once a final decision has been made regarding the enrolment/registration.

5.3 From the start date of the tenancy agreement, the tenant may terminate the tenancy agreement in the following cases:

1. If the tenant terminates the registration/enrolment at Ghent University. In this case, the notice period consists of 1 month. The notice period of 1 month starts on the first day of the month following receipt of the email or letter.

2. If the tenant graduates after the first-term examination period and does not express the intention to continue renting a living unit in a student home (not applicable to Home Heymans). In this case the tenancy agreement will be terminated on 15 February or 15 July of the current academic year for graduating in the first-term or second-term examination period.

3. Upon the death of one of the parents of the tenant or another person responsible for the living expenses of the tenant. In this case, the notice period consists of 1 month. The notice period of 1 month starts on the first day of the month following receipt of the email or letter.

 Notice must be given by email or letter to the Housing Office stating the reason and including the necessary supporting documents.

5.4 For social/financial reasons on the part of the student. In this case the tenant must submit a substantiated writing, accompanied by an application form for study financing *(https://www.ugent.be/student/nl/administratie/sociale-dienst* ) to the Social Services Office before May 1. Based on an individual case review the tenant can be given the permission to vacate the living unit during the summer holidays and make it available to the Housing Office.

5.5 Ghent University can terminate the tenancy agreement before its start should the tenant already hold a Master's diploma (not applicable to Home Heymans).

5.6 Ghent University can terminate the tenancy agreement by giving a 2-months’ notice if an audit in the current academic year reveals that the tenant does not meet the requirements to be able to rent a living unit.

 Subject to approval by the Housing Office, the tenant may opt to keep the living unit for the duration and standard price stated in the tenancy agreement.

 Tenants who will not be living in a living unit of Ghent University in the next academic year can be asked to hand in their keys sooner than stated on the agreement to facilitate the preparation of the room for the next tenant.

**Article 6** Rental fee

 Every year, a new standard rental fee is set for each type of living unit. Part of the rental fee is for the rent of the furniture.

 The energy costs, the cleaning of the communal areas, the repair service and the use of internet and cable (if present) are included in the rental fee.

**Article 7** Key handover

Together with the handover of the key, the tenant will receive an inventory form. An appointment for pick-up is made beforehand through an online agenda (first come, first served).

The tenant receives one copy of the key and tag which gives access to the front door and the shared rooms and facilities of the building and the living unit. If lost or damaged, the Upkot Coach or another employee of the Upgrade Estate Group will be notified. After purchase through [www.upkot.be/webshop](http://www.upkot.be/webshop), a new copy will be delivered. Extra copies can also be obtained for the same price. Extra copies will not be refunded at the end of the tenancy agreement.

**Article 8** Fire safety

8.1 The tenant is obliged to subscribe to insurance at a certified Belgian insurance provider to cover their liability against fire, storm, explosion, lightning strike and water damages, and all of this according to legal standards and obligations. The tenant is responsible for taking care of insuring their personal belongings.

For regular students that are domiciled at their parent(s) house, the fire insurance of the primary residence often also covers the student room as second residence. Check with your insurer.

8.2 To guarantee the safety of all tenants, a general smoking ban is in place in all buildings and living units that are let or managed by Upgrade Estate Group. Smoking and vaping (or any other form of e-cigarettes) is permitted only in the assigned outdoor spaces. Cigarette buds are to be extinguished and thrown into the designated ashtrays.

8.3 To be fully informed, the tenant commits to take part in the regular fire drills that are organised by Upgrade Estate Group.

8.4 Objects cannot be placed in the common halls or staircases of the building.

8.5 Deep fryers, barbecue and fondue kits, candles, incense and other types of fire or heat sources are not allowed in the living unit or in the shared rooms and facilities of the building.

8.6 It is strictly prohibited to cover the smoke detectors.

8.7 It is prohibited to hang coat hooks on the main door of the living unit. These fire-resistant doors should remain clear at all times.

8.8 When the tenant or their visitor(s) turn(s) out to be responsible for unjustifiably setting off the fire alarm, the intervention costs will be passed on and will cost 100 euros (excl. vat). If the fire department or the police had to intervene, these costs will also be passed on to the tenant responsible.

**Article 9** Peace, tranquillity and appropriate behaviour

9.1 The tenant should be respectful towards other tenants and local residents, both in the shared rooms and facilities of the building and in the living unit. Between 10 p.m. and 7 a.m. complete silence must be observed. Parties or large gatherings are not allowed, except when the Upkot Coach has consented.

 Noise at night caused by the tenant, or by someone to whom the tenant has allowed access to the shared rooms and facilities or the living unit, will not be tolerated.

9.2 There is a zero-tolerance policy in place towards the use of drugs (both soft and hard drugs and the dealing of drugs) and discriminating behaviour in the building (both in the common rooms and facilities of the building and in the living unit). Violation of this policy will be regarded as the third violation mentioned in article 23 of the general terms and conditions. In case of discrimination and/or drugs an anonymous report can be made through respect@upkot.be.

**Article 10** Order, cleanliness and maintenance

10.1 The tenant commits to living in and maintaining the living unit as a careful and reasonable person.

10.2 In order to avoid costs at the end of the tenancy agreement, an announced visit can be organised by Upgrade Estate Group at least two times each academic year to verify that there are no technical problems and that damage due to a lack of proper maintenance is unlikely. The tolerance or the lack of visit by the landlord or Upgrade Estate Group does not mean a waiver of the right to do so on the part of the landlord or Upgrade Estate Group.

The landlord and Upgrade Estate Group commit to ensuring the quiet enjoyment. Upgrade Estate Group will only enter the living unit during a visit for the purpose of checking hygiene, safety, technical maintenance/repairs or circumstances beyond one’s control.

When an announced visit shows that the living unit is not maintained in accordance with article 4.1, an additional announced visit will be carried out. Should general maintenance also show negligence, a notice of default will follow in accordance with article 23.

10.3 The maintenance of the halls, staircases and shared sanitary of the building is the responsibility of the Upkot Coach. The tenant respects the cleanliness of these spaces.

A system of weekly/biweekly ‘floor managers’ is in place for the shared kitchens and living spaces in the building. The tenants are responsible for cleaning these spaces and the appliances that are part of them. This is taken care of through a system of rotation and with a shared building budget. The tenants make sure that the kitchens and living spaces are cleaned before the weekend and that the waste bins are emptied. This is checked by the Upkot Coach. At the end of each semester, the tenants are responsible for thoroughly cleaning the kitchens and living spaces. If the kitchen is not in optimal condition by the time agreed, the landlord can pass on the costs for a professional cleaning crew for the living spaces to all tenants who use the kitchen.

10.4 The tenants have to bring their own kitchen equipment and small appliances. For tenants who share a kitchen this preferably happens in agreement with the other tenants. Each tenant gets a fixed place in the fridge and the freezer, and a fixed place for storing dry foods in the shared kitchens. Plates, cups, pans and other equipment are placed in the shared cupboards (and/or living unit) to promote order and an optimal use of cupboard space.

10.5 Equipment and furniture that has been provided by Upkot in the shared spaces should not be moved into the private spaces but should remain in their designated rooms.

10.6 If there is a laundry room in the building, the tenant can use this for a fee and with prior booking. After use the tenant should leave the room clean and clean the filters. Detergents are provided by the tenant.

10.7 The tenant should regularly clean the windows of the living unit. Upgrade Estate Group has the windows of the entire building cleaned at least once a year. The outside of the windows of the living units are cleaned, thereby cleaning spots that are difficult to reach.

10.8 Pest control is the tenant’s responsibility, unless already present at the start of the tenancy agreement. To reduce the risk of bedbugs and suchlike, upgrade Estate Group recommends buying a new mattress for the living unit, not a second-hand one.

**Article 11** Visitors

A maximum of 5 visitors at the same time is allowed in the building. A visitor can occasionally stay the night, but non-tenants are not allowed to stay the night frequently.

**Article 12** Exceptional measures

If the government imposes exceptional measures (e.g. during a pandemic) Upgrade Estate Group will be obligated to follow these and will draw up and announce new rules.

**Article 13** Shared rooms / means of transport

In some buildings shared rooms and/or means of transport are provided. To reserve and use these, separate agreements are in place. The rules and practical agreements can be consulted on the spot. You can also ask the Upkot Coach about them.

**Article 14** User data

Some facilities in the buildings (e.g. booking a washing machine) use third party applications. The tenant agrees that the manager can pass on their email address for the user to be able to properly use these applications.

**Article 15** Waste disposal

The tenant should sort waste following the local norms. If applicable, waste has to be deposited in the designated waste containers. The tenants who use the shared kitchens in the building are automatically part of the rotation system that has been set up and communicated by the Upkot Coach.

When the tenant moves, they are asked not to place large cardboard boxes or plastic foils in the containers, but to take those home or to a container park of their choice. It is prohibited to leave old furniture or equipment in the waste room.

**Article 16** Internet

Upkot on average provides the following internet speeds in the building:

* Downloading: 40 - 50 Megabits per second.
* Uploading: 10 - 20 Megabits per second.

Note: the internet speed can be slower depending on the number of active users within the same time span.

The provider can vary per building.

The tenant will not use the installations or use it for unjustified acts, for committing criminal offences and/or for acts that conflict with the Netiquette.

**Article 17** Blockages

It is prohibited to leave waste/hair/wet wipes/sanitary towels/contraceptives in the shower or toilet. The costs for unclogging are passed on to the tenant. The tenant is responsible for regularly preventing blockage in the siphon.

**Article 18** Works, malfunctions and damages

Save diverging legal provisions the tenant should be able to indicate maintenance works, work on the living unit and/or the building and the disturbance that is caused by that, without being entitled to any form of compensation and without being present. If possible, any works are planned in consultation with the tenant. The landlord will not carry out major reparations during study and exam periods unless urgent.

The landlord cannot be held liable for malfunctions of the utilities (heating, water, electricity, internet...) or for personal damages in the building or in the living unit. The tenant is in this case not entitled to any form of compensation.

**Article 19** Pets

Keeping any type of animal or pet is prohibited.

**Article** **20** Upkot animals

The Upkot animals should always be treated with respect and can only be fed according to the instructions present or the instructions of the Upkot Coach.

**Article 21** Bike and car parking spaces

21.1 Bikes should be placed in the designated bike park. Wrongly parked bikes will be regularly removed. Once a year the manager will organise an announced bike removal to be able to detect bikes that have been left behind.

21.2 Present car parking spaces can only be used by tenants (or their visitors) that can present a rental agreement for the parking space.

21.3 Because of CO2 norms, mopeds are not allowed in the bike parks that are completely enclosed and roofed.

**Article 22** Maintenance and repairs

22.1 The tenant is obliged to notify the Upkot Coach or another employee of the Upgrade Estate Group of any repairs. The tenant also commits to notify the Upkot Coach or another employee of Upgrade Estate Group of vandalism or any form of damage, to both the living unit and to the shared rooms and facilities of the building. The tenant is responsible for the damage they (or their negligence) caused, or for the damage caused by anyone to whom they granted access to the shared rooms and facilities of the building or the living unit. If a reparation is necessary, Upgrade Estate Group will organise the planning and execution.

22.3 All tenants are jointly and severally held liable for abnormal damage to the shared rooms and facilities of the building if the person responsible for this abnormal damage cannot be identified. The damage will be divided pro rata under the users of the shared rooms and facilities.

 Abnormal damage includes reparations as part of the daily use of the shared rooms: kitchen and/or leisure room, shared sanitary, bike parks and waste room such as but not limited to:

* the reparation of the toilet or toilet seat.
* unclogging the sink, basin or shower.
* small repairs to kitchen electronics that are caused by abuse, misuse or bad maintenance.
* all other damages (intentionally) caused by users (tenants and their visitors).

22.4 Broken light bulbs in the living unit (including in the oven and cooker hood) are to be replaced by the tenant with the same model of the one originally provided by the manager. These light bulbs can be obtained from the Upkot Coach after purchase on <http://www.upkot.be/webshop>.

22.5 Wall decorations can only be put up in the designated places. Painting or wallpapering the living unit is not allowed without prior written consent of the Upkot Coach. The whole wall has to be repainted if there is damage to the walls (holes, lines, damage caused by tacks and/or tape...). The costs for repainting the wall are paid by the tenant or are deducted from the deposit. If the tenant wants to take care of the painting, the characteristics, including the colour code, can be obtained from the Upkot Coach. The paint can also be ordered through [the webshop](http://www.upkot.be/webshop) if ordered in time.

22.6 It is prohibited to close the ventilation valves in the room as proper functioning of ventilation is important for the maintenance of the room. Costs for any intervention following the fact that the valves have been closed will be passed on to the tenant.

**Article 23** Proper closing of the living unit

The tenant will make sure that the building and the living unit are properly closed off at all times.

The landlord and/or manager is not responsible for theft of personal items when those have been left behind in the shared rooms of the building and/or in the living unit.

**Article** **24** Additional appliances

If the tenant wishes to place additional electronic appliances such as fridges, freezers, air conditioning, oven... In the living unit and/or shared rooms and facilities of the building, they have to notify the Upkot Coach before placement. Upon placement of an electronic device by Limoengroen, a supplement of 24.20 euros (incl. VAT) every month and per electronic device will be charged to the tenant concerned. The sum mentioned will be paid via direct debit. It is the tenant’s responsibility to immediately notify the Upkot Coach upon removal of the device. Retrofitting of the Limoengroen invoice is impossible.

If a check in accordance with article 4.2 of the general terms and conditions shows that an additional appliance has been placed without the Upkot Coach’s knowledge, a supplement of 25.20 euros (incl. VAT) per month and per electronic device will be charged to the tenant concerned for a full rental year.

**Article 25 Safety & security interventions 24/7**

In case of problems or questions, the Upkot Coach or another employee of Upgrade Estate Group can be contacted. This person will come on site if necessary. The number below can be used to contact an employee of the Upgrade Estate Group in case of emergency. **Emergency number: +32 9 395 98 98**

If it subsequently turned out to be an unnecessary or avoidable intervention, a flat-rate amount of 50 euros (excl. VAT) will be charged to the caller/causer of the call and 100 euros (excl. VAT) for any on-site intervention.

Unnecessary or avoidable interventions include:

* technical interventions that turn out to be unnecessary;
* interventions for infringements of the provisions of the agreement;
* interventions for mediating in case of nuisance (including noise nuisance in the kitchens, unnecessary sounding of the fire alarm, visitors causing unrest...)

**Article 26** End of the tenancy agreement

26.1 Upgrade Estate Group wants to offer the next tenant a clean and qualitative living unit. For this purpose, the living unit should be completely emptied and cleaned on the last day of the tenancy agreement. After an appointment with the Upkot Coach, a tour takes place in which an outgoing place description is drawn up and in which the incoming place description is compared with the current state of the living unit. This appointment is made well in advance through an online agenda following availability (first come, first served) and takes place during the working hours of the Upkot Coach. Daylight is necessary for a qualitative place description. If the end date of the tenancy agreement is on a Sunday or public holiday, the moving out will be organised on the working day before that day.

In the event of late or incorrect execution of the cleaning obligation and/or damage, this will be deducted from the deposit. The damage that exceeds the amount of the deposit will also have to be compensated.

26.2 Every departing tenant who has a private kitchen is obliged to purchase a new carbon filter (cooker hood) and to submit it when drawing up the outgoing place description.The costs for this are passed on to the tenant. A new filter can best be bought via the webshop ([www.upkot.be/webshop](http://www.upkot.be/webshop)) and must be collected by the Upkot Coach.

**Article 27** Notice of default

Subject to deviating provisions in the agreement the following procedure will be carried out if the tenant commits one or more infringements on the provisions of the agreement:

1st step: the tenant receives a first warning via mail.

2nd step: the tenant and their parents receive a second notice via mail.

3rd and final step: immediate termination: the landlord can decide to have the tenancy agreement dissolved at the expense of the tenant through legal proceedings or an amicable settlement. In this case the tenant will have to vacate the living unit (empty and clean). A different door lock may be installed by Upgrade Estate Group to indemnify the landlord against theft or damage to personal property. All costs are passed on to the tenant. All this is subject to all rights on the part of the landlord. The ongoing rent and associated costs remain due.

When an intervention by the police or fire department (including theft, aggression, stalking, arson...) takes place and

the tenant is charged, this immediately qualifies as a third infringement as described above.