

## Precontractual Information "MARINA AND POBLE SEC"

### 1. Object

a. "**Marina and Poble Sec**" is a private, university residence located at Marina, Carrer Sáncho de Ávila, 22, Barcelona 08018, and Poble Sec, Avinguda del Paral.lel, 101, Barcelona, 08004, (the "**Residence**"), property of the company Barcelona Residences Investments, S.L.U. ("**Barcelona Residences**"), Spanish Fiscal Identification Number ("**NIF**") B66461799, with registered address at Calle Nanclares de Oca, 1-B 28022 Madrid, managed for and on behalf of Barcelona Residences, S.L.U. by the company Hartly Invest, S.L. ("**Hartly Invest**"), NIF B88226873, with registered address at Calle Príncipe de Vergara, 131, First Floor, 28002 Madrid.

b. By clicking the button "Reserve" on the reservation page enabled for such purpose on the web page of the commercial trademark Beyoo (<https://beyoo-living.es>) (the "**Reservation Process**"), the interested party confirms its interest in obtaining a lodging right with Barcelona Residences (the "**Reservation**"), granted by virtue of the execution of a contract for seasonal accommodation and lodging for university students (the "**Lodging Contract**").

c. The interested party (i) is a student enrolled in a Spanish university or (ii) has the intention of beginning to study at a Spanish university during the academic year 2023/2024 or (iii) is a student enrolled in a foreign university and is carrying out part of his/her studies at a Spanish university as part of a study abroad program (for ex. Erasmus+ program) (the "**Interested Party**").

### 2. Reservation

a. The purpose of the Interested Party's Reservation is to execute the Lodging Contract with Barcelona Residences and the granting of a lodging right in favour of the Interested Party, in relation to a

room in an apartment or studio of the Residence.

b. With regards to the Reservation, Barcelona Residences shall collect from the Interested Party a non-refundable processing fee, with the exception of what is set forth in Clause 2c, in the amount of **TWO HUNDRED FIFTY AND NINETY FIVE EUROS (€295.00)**, which the Interested Party shall pay during the Reservation Process, providing the payment details and making the subsequent charge using the debit or credit card indicated for these purposes.

c. The Interested Party declares that, in the context of the Reservation Process, he/she knows and accepts that the Reservation is only refundable in the event that Barcelona Residences fails to indicate the true lack of availability of rooms in the Residence during the Reservation Process, in contrast with the availability indicated on the web page and, as a consequence, refuses to accept the Reservation of the Interested Party (overbooking).

d. The Interested Party declares, accepts and knows that, in particular, the following cases shall not entitle him/her to claim a refund of the Reservation from Barcelona Residences: (i) the substitution of in-person classes with online/virtual classes in the context of the current pandemic caused by the virus SARS-CoV-2 (the "**Pandemic**"), or the change from academic teaching to distance learning or (ii) the total or partial suspension of academic classes due to the Pandemic.

e. Barcelona Residences, through Hartly Invest, may, at its own discretion, decide if it will offer the Interested Party a room in the type of accommodation requested. This will depend mainly on the availability of the rooms at the Residence.

f. Once the Interested Party initiates the Reservation Process by clicking on the "Reserve" button on the reservation page enabled for such purpose on the Beyoo-Living webpage, the administration of the Residence (the "**Administration**") will send an email regarding the processing of the reservation (the "**Confirmation of Reservation Processing**") within three working days.

g. In the Confirmation of Reservation Processing, the Administration will request that the Interested Party confirm the Reservation by introducing his/her personal data in the resident portal ("**TCAS Portal**") within FOURTEEN (14) calendar days.

h. As part of the registration process through the TCAS Portal, the Interested Party shall be provided with access to (i) a previously generated lodging contract (the "**Online Contract**") and (ii) to the Internal Code of Conduct of the Residence (the "**Code of Conduct**").

i. The Interested Party jointly with, where applicable, his/her parents or legal representatives in their capacity as payers (the "**Payers**"), must carefully read the Online Contract and the Code of Conduct.

j. In the event that the Interested Party together with, where applicable, the Payers, accept the contents of the Online Contract and the Code of Conduct, he/she or they shall mark the box foreseen in the TCAS Portal in order to accept what is included in the Online Contract as well as in the Code of Conduct. By clicking "Confirm," the Interested Party jointly with, where applicable, the Payers, shall digitally sign the Code of Conduct and the Online Contract for the future temporary and university lodging at the Residence.

k. Within the context of entry to the Residence (the "**Check In**") the Interested Party and, where applicable, the Payers, must sign by hand an original of the Lodging Contract, as well as of the Code of Conduct, according to what is

specified in more detail in the Online Contract.

l. The Administration shall request from the Interested Party, if applicable, the submission of other documents, such as a copy of his/her DNI or passport and the certificate of enrolment in the university in which the Interested Party studies or is going to study, as well as send him/her additional information by email regarding Check In.

m. In the event that the Interested Party or the Payers, in addition to the Reservation, have fully paid the Deposit, in accordance with Clause 3 of this document, the Administration shall send them an email four weeks prior to the start date confirming the Reservation (the "**Reservation Confirmation**") and providing the Interested Party with general information regarding his/her entry at the Residence (the "**Check In**").

### **3. Deposit**

The Interested Party, once he/she has received the Notification of Acceptance of the Reservation by email, shall provide Barcelona Residences, pursuant to the instructions contained in such email, with a cash deposit (the "**Deposit**"), no later than 30 days prior to the start date foreseen of the corresponding Lodging Contract. During the precontractual phase, the Deposit shall be intended, *inter alia*, to consolidate the reservation of a place at the Residence. After the Start of the lodging, the Deposit shall be intended to guarantee vis-à-vis Barcelona Residences any repair expenses arising due to possible damage to the inventory in the Room, as specified in detail in the Lodging Contract.

### **4. First monthly payment**

If the Interested Party chooses the "monthly payment" option to pay the price governed in the Lodging Contract, where applicable through the Payers, by way of (i) a monthly bank transfer or (ii) payment by credit and/or debit card using the TCAS portal, the first monthly

payment must be made at the latest 10 days prior to the start date foreseen in the Lodging Contract. In this regard, the details are established in the Lodging Contract.

### **5. Rights of the Interested Party in the precontractual phase**

a. The Interested Party may cancel the Reservation at any time prior to payment of the Deposit to Barcelona Residences. In this case he/she shall not be entitled to a refund of the Reservation, with the exception of the case foreseen in Clause 2c of this document. Cancellation must be notified in writing or by email addressed to [marina@beyoo-living.es](mailto:marina@beyoo-living.es) or [Poblesec@beyoo-living.es](mailto:Poblesec@beyoo-living.es), where it shall not be necessary to specify the reasons for the cancellation.

b. If the cancellation is made less than 30 days prior to the start date of the respective Lodging Contract, Barcelona Residences shall be entitled to retain and make its own an amount equivalent to 25% of the Deposit as compensation for the necessary reassignment of the room in a short term, except in the following cases:

(1) If the Interested Party receives a notification indicating that he/she will not be able to enrol in the university to complete the studies foreseen with less than 30 days' notice prior to the start date foreseen of the respective Lodging Contract. The official notification from the university must be attached to the communication of the cancellation to Barcelona Residences.

(2) If the Interested Party receives notification from the corresponding university administration indicating that all of the classes in the Interested Party's study program for academic year 2023/2024 have been suspended due to the Pandemic. In the communication to Barcelona Residences regarding the cancellation, the Interested Party must prove this fact within three (3) calendar days from receipt of said notification, attaching an irrefutable document issued

by the administration of the corresponding university.

(3) If the Interested Party does not obtain an entry visa for Spain. In communication to Barcelona Residences regarding the cancellation, the Interested Party must prove this fact, attaching an irrefutable document issued by the corresponding administration within three (3) calendar days from the corresponding notification by the competent public administration.

(4) If the Interested Party may not fly due to a prohibition on travelling established in the context of the Pandemic, where the Interested Party must prove this fact within three (3) calendar days to Barcelona Residences.

c. In the event that a cancellation takes place with less than seven days' notice with respect to the start date foreseen of the respective Lodging Contract, Barcelona Residences may retain and make its own an amount equivalent to 75% of the deposit as compensation for the scarce notice for the re-assignment of the room, with the exception of the reasons mentioned in the preceding clause, which shall also apply in this case.

d. Barcelona Residences shall pay the Interested Party the amount corresponding to the Deposit applying, if applicable, the corresponding deduction, pursuant to the exceptions stipulated in this Clause 4, within 10 working days following receipt of the notification of the cancellation, by way of a bank transfer to the bank account indicated for these purposes in the cancellation.

### **5. Data protection**

a. The personal data provided by the Interested Party and, if applicable, the Payers in the context of the Reservation Process and the Lodging Contract shall be processed pursuant to the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation and other applicable

regulations relative to data privacy and protection.

b. In compliance with the applicable regulations, all users who provide or will provide their personal data shall be informed beforehand. For more information, the user may consult the information on the processing of personal data in the Privacy Policy on the web page.