

QUO LIVING TERMS & CONDITIONS

Hello! If you're thinking of living at **QUO Milano**, then please take a minute to read our Terms & Conditions. These T&C, together with our House Rules, help to assure you are gonna have a smooth and happy stay at our co-living. We hope you enjoy your time with us, **connect** with interesting people, **share** your experiences and knowledge, and **collaborate** on many projects to build up amazing things and a better world!

DEFINITIONS

In this document, the following capitalised terms shall have the meaning as described below:

- **1. QUO Milano:** A complex that comprises a hostel, a bar, a coworking space and a coliving dedicated to international students.
- **2. QUO Living:** The coliving of **QUO Milano**, a group of apartments divided into single or double rooms shared by international students.
- **3. QUO Hostel:** The hostel of **QUO Milano**, which provides short term accommodation.
- **4. QUO Bar:** The coffee shop and bar of **QUO Milano** that gives service to all the clients of the complex.
- **5. QUO Working:** The coworking of **QUO Milano**, a shared space in the complex dedicated to study and work.
- **6. Complex:** The whole **QUO Milano's** building including all its facilities.
- **7. Reception:** The front desk of the Complex, the point of reference for the international students living in **QUO Living**, guests from the hostel and users of the coworking space.
- **8. Garden:** Outdoor tables area of the Complex.
- 9. **Student:** An international student duly enrolled at the university who is a potential Tenant of **QUO Living.**
- **10. Tenant:** The international Student who enters into the agreement with **QUO Milano** to live in one of the apartments of **QUO Living.**
- **11. Visitor:** Any person visiting a Tenant, either family, friend or a classmate.
- **12. Flatmates:** Other Tenants sharing the same apartment.
- **13. Staff:** All the employees from **QUO Milano** or third people giving services to our clients.
- **14. Apartment:** Each real estate unit that makes up **QUO Living.**
- **15. Common Area of the Apartment:** Includes the living room, kitchen, halls and bathrooms.
- **16. House Rules:** A set of rules to be followed by all Tenants, established to ensure decorum and good coexistence among all Flatmates. Better defined in Clause 2.
- **17. Room:** The bedroom inside an Apartment that the Tenant rents.



- **18. Basic, Plus and Deluxe Package:** Package as referred in Clause 7.
- **19. Immobiliare Ca.Fra Srl:** Real estate company to which the Apartments belong or are under management.
- **20. Cribel Srl:** Company that owns **QUO Milano**, responsible for managing and providing services to **QUO Living's** Tenants.
- **21. Codice Fiscale (Tax Code):** It is an alphanumeric sequence that identifies individuals within the Italian territory. The Tax Code is strictly personal and is necessary, amongst others, to enter into a rental agreement.
- **22. Lessee Form:** A form with the personal information of the Tenant and the details of the relevant booking, amongst others, specifying the Start Date and the End Date, Check-In Date and the Check-Out Date, the room type, the Room Fees to be paid.
- **23. Rental Agreement:** The agreement signed between the Tenant and Immobiliare Ca.Fra. Srl referring to the lease of a Room in a shared Apartment within **QUO Living.** Can also be mentioned in this document as "Agreements", in the plural, when mentioned in combination with the Services Supply Agreement.
- 24. Services Supply Agreement: The agreement signed between the Tenant and Cribel Srl referring to the supply of services during the course of the Rental Agreement. It coexists with the Rental Agreement and is automatically terminated in the event of early termination of the Rental Agreement. Can also be mentioned in this document as "Agreements", in the plural, when mentioned in combination with the Rental Agreement.
- **25. Quotation:** The official price quotation sent from QUO Milano to the Tenant regarding the lease of a Room in an Apartment.
- **26. Start Date / End Date:** These are respectively the dates when the Rental Agreement officially starts and ends
- **27. Check-in Date / Check-out Date:** These are respectively the dates when the Tenant effectively moves in and out of the Room.
- **28. Deposit:** The amount of money that the Tenant must pay to guarantee the Rental Agreement, which is paid at the beginning of the contract and given back to the Tenant after the Check-out, as long as it hasn't been used to discount penalties. It corresponds to 2 months of the monthly rental fee.
- **29. Keys Deposit:** The amount paid by the Tenant at the beginning of the contract to guarantee the keys of the apartment. It will be given back to the Tenant at the end of the Rental Agreement if the keys are returned properly by the Tenant.
- **30. Room Fee:** This is the monthly amount that the Tenant has to pay for the rental of a Room and related services.
- **31. Registration Fee:** This is the amount of 120€ paid by the Tenant when he books a Room in order to register the Rental Agreement with the authorities. It includes fees, stamps and administrative expenses.
- **32. Early Termination Registration Fee:** This is the amount paid by the Tenant to register the early termination of the Rental Agreement with the authorities. It includes fees, stamps and administrative expenses.
- **33. Booking Confirmation Email:** The official confirmation to the Student that the Room has been booked and is guaranteed for him/her.



1. APPLICABILITY AND CHANGE OF THE TERMS & CONDITIONS

- 1.1. These Terms & Conditions apply to all Rental Agreements entered into between the Tenant and Immobiliare Ca.Fra Srl. as well as to all Services Supply Agreements entered into between the Tenant and Cribel Srl.
- 1.2. The Tenant undertakes to fulfil and comply with the Rental Agreement, Services Supply Agreement, Terms & Conditions and the House Rules.
- 1.3. **QUO Milano** may change, modify or revoke any provision of the Rental Agreement, Services Supply Agreement and these Terms & Conditions, in which case it informs the Tenant of such an amendment. Changes will become binding vis-à-vis the Tenant after it has been notified.
- 1.4. The latest version of the Terms & Conditions is always available on **QUO Milano**'s website (www.quomilano.com/terms-and-conditions).

2. HOUSE RULES

- 2.1. **QUO Living** has a set of House Rules to preserve order, peace and quietness in the Apartments and in the Complex. The House Rules can be requested at any time by email (<u>live@quomilano.com</u>) and/or can be seen and downloaded from **QUO Milano**'s website (www.quomilano.com/house-rules)
- 2.2. If the Tenant or someone accompanying a Tenant violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of **QUO Milano** are jeopardised, we will set a reasonable deadline to remedy the situation or send the Tenant a warning. If the Tenant or a Visitor continues to violate the House Rules after the set deadline or warning, **QUO Milano** has the right to immediately cancel the Rental Agreement extraordinarily without any further notice, and the Tenant and any Visitor must leave the Complex upon the first request. To the extent permitted by law, if **QUO Milano** is of the opinion that the violation is so serious or of such a nature that a deadline or warning would be pointless, **QUO Milano** will be entitled to cancel the Rental Agreement immediately without warning.
- 2.3. **QUO Milano** may change at any time, and at its sole discretion, the House Rules in which case it informs the Tenant of such an amendment. Changes will become binding vis-à-vis the Tenant within a reasonable period of time after being notified to the Tenant.
- 2.4. The latest version of the House Rules is always available on **QUO Milano**'s website (www.quomilano.com/house-rules).



3. RENTAL & SERVICES SUPPLY AGREEMENTS

- 3.1. The Tenant will sign a Rental Agreement with Immobiliare Ca.Fra Srl. The Rental Agreement will be made as soon as the Tenant has his/her Codice Fiscale and, at the latest, within 28 days of the Start Date.
- 3.2. The Rental Agreement will be registered with the Agenzia Delle Entrate only in the Italian language within a maximum of 28 days from the Start Date.
- 3.3. In addition to the Rental Agreement, the Tenant will sign a Services Supply Agreement with Cribel Srl (**QUO Milano**) who manage all the Apartments and supplies the services offered during the duration of the Rental Agreement.

4. DURATION OF THE AGREEMENTS (10 MONTHS)

- 4.1. **QUO Living** offers medium-term accommodation for international students. All Rental and Services Supply Agreements will be established with a **duration of 10 months** or one academic year.
- 4.2. A Tenant who intends to extend the stay for a new academic year must sign new Agreements (other 10 months).
- 4.3. Rental Agreements shorter than 10 months may be accepted only during summertime and must be agreed upon with **QUO Milano** case by case according to the availability of the Apartments.

5. START/END DATE AND CHECK-IN/CHECK-OUT DATE

- 5.1. **QUO Milano** will make the Room available to the Tenant on the Check-In Date, which may not coincide with the Start Date of the Agreements.
- 5.2. The Start Date of all Agreements will be the 1st day of the 1st month, whilst the End Date will be the last day of the 10th month of the Agreements.
- 5.3. If the Tenant decides to arrive (Check-in Date) later than the first day of the month or leave (Check-out Date) earlier than the last day of the month, he must notify our administration. The price and availability of the Room won't be changed and the Tenant is required to pay for the full month of rent and services.
- 5.4. If the Tenant needs to arrive some days before the Start Date or leave some days after the End Date, we will help to book some extra days at **QUO Hostel** with discounted rates.



6. PRICE PACKAGES

- 6.1. **QUO Milano** offers 3 different kinds of packages with different benefits. The Tenant is required to choose one of the packages when booking the Room, before signing the Quotation document.
- 6.2. The packages' prices cannot be negotiated or downgraded. The Tenant is only entitled to ask for an upgrade on his package and the changes will have an effect one month after the upgrade has been required.

	Package	Benefits
1.	BASIC	 All utilities and condominium expenses included High-speed WiFi Drinking water filtration system Maintenance service Weekly cleaning of the common areas of the apartment Supply of bed linen and pillow Bike parking FREE access to QUO Working 10% discount for friends and relatives in QUO Hostel* *Valid only for bookings made on QUO Milano's website. Not valid during the Design Week of Milan; valid for a maximum of 5 nights for each reservation.
2.	PLUS	 All from the BASIC Package Supply and weekly change of bed linen and towel* Supply of blanket Discounts at QUO Bar *To be picked up from the front desk/reception.



3.	DELUXE	All from the PLUS Package +
		 Weekly cleaning of the room, including change of bed linen and towels. 24h FREE parcel and mail receiving service FREE use of the events area of QUO Bar.

7. BOOKING PROCESS

- 7.1. The first step to booking a Room in **QUO Living** is to fill in the contact form on **QUO Milano**'s website: https://www.quomilano.com/student-accommodation-contact. You will be contacted as soon as possible by our Staff for an initial conversation regarding your request.
- 7.2. After submitting the contact form, the Student will receive from **QUO Milano** by email the 4 following documents: **a) Quotation, b) Terms & Conditions, c) House Rules** and **d) Lessee Form.** The Student is required to read carefully all documents and, if decides to proceed with the booking, **must return these 4 documents filled in and signed to <u>live@quomilano.com</u>.**
- 7.3. In addition to the 4 documents listed above, we will send the Student a draft of the Rental Agreement and the Services Supply Agreement. These are only for vision and will be filled in by **QUO Milano** after the Student is in possession of the Codice Fiscale.
- 7.4. When **QUO Living** receives a) Quotation, b) Terms & Conditions, c) House Rules and d) Lessee Form filled in and signed, we will send to the Student more detailed information to proceed with the payment of the Deposit, the Keys Deposit and the Registration Fee.
- 7.5. The Room will be considered booked only after the Deposit, the Keys Deposit and the Registration Fee have been paid. To confirm the booking, QUO Milano will provide the Student with a Booking Confirmation Email.

8. REQUIREMENTS FOR REGISTRATION OF RENTAL AGREEMENT

8.1. Tenants must be enrolled in an Italian university or similar Italian educational institution, which is recognized as such by the relevant government or competent authority, and they must provide proof of such registration.



- 8.2. Tenants must provide a copy of their Codice Fiscale preferably before moving into the Apartment or within a maximum of 2 weeks after the Check-in Date. Whoever needs information on how to get the Codice Fiscale done, can request information to our Staff by sending an email to: live@quomilano.com
- 8.3. Tenants must provide a copy of their passport (in case of non-EU citizens) or identity card (EU citizens).

9. PAYMENT PROCEDURE

1.	Payment dates	Payment for the rental and the services are anticipated and must be done in monthly instalments, to be paid before the 1st of each month. Ex: Fees for the month of September, must be paid before the 1st of September.
2.	Payment methods	Rental Agreement: Bank transfer Credit card (only Visa or Mastercard) directly at the Frontdesk or online. Services Supply Agreement: Bank transfer Credit card (only Visa or Mastercard) directly at the Frontdesk or online. Cash QUO Milano reserves the right to refuse payments by bank cheque, giro acceptance form or other means of payment, or to attach conditions to their acceptance.
3.	Deposit	To book a Room in QUO Living , the Tenant is required to pay in advance a Deposit equal to: 2 months of Rental Agreement Fee + 50€ for Keys Deposit + 120€ for Registration Fee The Room is considered booked only after the Deposit is paid. The purpose of the Deposit is to secure any and all QUO Milano' s claims against the Tenant resulting from the Rental Agreement or in



		connection with the stay of the Tenant, in particular claims relating to the payment of the rental and services fee, including in case of cancellation and damages culpably caused by the Tenant during the course of the Rental Agreement.
4.	Late payment fine	A late payment fine of 10€ per late day will be charged from the Tenant, after the 1st day of the month.
5.	Deduction from the Deposit in case of late payment	If an instalment of the Rental Agreement and/or the Services Management Agreement is not paid within four (4) weeks after the payment has become due, the amount of the unpaid instalment may be deducted from the Deposit. This right is regardless of QUO Milano's other rights including termination of the Agreements in accordance with its terms. The Tenant will remain liable for the payment of any unpaid fees not covered by the amount of the Deposit.
6.	Failure by Tenant of a payment obligation in time	After a period of 4 weeks of delay in the payment of an instalment, QUO Milano reserves the right to cancel the Agreements. In such a case, the payment obligation for the agreed term will continue unabridged and may also be subtracted from the Deposit.
7.	Commission costs	Commission costs incurred via bank transfers and credit card fees are not covered by QUO Milano. Note that credit card companies may apply separate charges/commission costs to the cardholder, for example in respect of foreign exchanges.

10. CANCELLATION, MODIFICATION AND TERMINATION

10.1. Prior to the Start Date or during the course of the Agreements, the Tenant has the right to cancel or modify the Room Booking in accordance with the applicable cancellation or modification procedures as described next:



	Cancellation	Cancellation Fee
1.	Only if it is missing at least 2 months to the Start Date AND the cancellation request is done within 14 days after the booking is confirmed	The Tenant can cancel the booking until the 14th day after receipt of the Booking Confirmation Email free of charge. Amounts already paid will be refunded in full.
2.	Less than 2 months prior to the Start Date OR more than 14 days after the booking is confirmed even if with more than 2 months to the Start Date	The Tenant is entitled to cancel the booking but the Deposit already paid for the Room Booking will not be refunded. The Keys Deposit and the Registration Fee will be refunded in full.
3.	From the moment of the Start Date and during the course of the Rental Agreement	The Tenant is entitled to cancel the booking against payment of a cancellation fee equal to the Rental of two (2) months unless the remaining period of the stay at the time of cancellation is shorter than two (2) months, in which case the cancellation fee is equal to the Rental Fee for the remaining period of the Rental Agreement. The cancellation fee can be deducted from the Deposit if its balance will be enough to cover the amount of the cancellation fee. The Tenant is also required to pay the Early Termination Registration Fee of 120€ before the Check-out Date. The Room Fee already paid for the month in which you cancel, will not be refunded. The cancellation fee does not allow the Tenant to stay in the room after the date that is confirmed as the adjusted Check-Out Date. The Tenant has to check out on the day against which he/she has confirmed to cancel the Rental Agreement.
4.	Takeover (alternative for cancellation fee)	In order to prevent paying the cancellation fee, we offer an alternative option of a "takeover". These are the requirements of a 'takeover': 1. The Tenant will need to find a student who will take over his/her Rental Agreement under the same conditions (and who is also



		registered as a student at a University);
		2. The takeover can only start from the 1st of the month and we'll need at least 30 days to process the request (example: if all requirements are done before the 1st of May, the takeover can be processed for the 1st of June).
		In case the Tenant opts for the 'takeover' option, we'll need the new student's full name, phone number and e-mail address before the end of the month. As soon as we have received the Deposit from the new student, the 'takeover' is confirmed.
5.	Late arrival/early departure	A late arrival or early departure in the month of the Start Date or End Date by the Tenant will not result in any refund and any unpaid Room Fees remain payable in full.

10.2. Termination for cause in accordance with statutory provisions remains unaffected.

10.3. **QUO Milano** has the right to terminate the Rental Agreement in case of a violation of its terms, unless the violation, given its specific nature or minor importance, does not justify this termination and its legal effects. The Deposit will not be refunded. Keys deposit will be refunded to the Tenant after the check-out room Inventory is done and keys are returned to our administration, as mentioned in Clause 11.3.

11. ROOM INVENTORY / CHECK PROCEDURE

11.1. Check-in room inventory check:

On the Check-in Date, a Staff member of **QUO Milano** and the Tenant shall jointly perform a room inventory check before the Tenant move into the Room. The purpose of this room inventory is to establish the conditions of the room and all the furniture inside of it. The final document must be signed by the Tenant and will be used again at the end of the Rental Agreement to perform the Check-out inventory.

11.2. Check-out room inventory check:

On the Check-Out Date, a Staff member of **QUO Milano** and the Tenant shall jointly perform another room inventory check. In case of any missing items and/or damages in the Room, eventual amounts due by the Tenant will be deducted from the Deposit.



- 11.3. **QUO Milano** shall repay the Deposit (or remainder thereof after a deduction pursuant to the preceding paragraph) and the Keys Deposit to the Tenant only after:
 - The check-out inventory form is complete.
 - The keys are returned to our administration.
- 11.4. **QUO Milano** will not return the Deposit and the Keys Deposit to the Tenant until these two requirements (to the extent applicable) are fully complete. The return of the Deposit might take up to 2 weeks.

12. CHANGE, USE AND LETTING OF ROOMS

- 12.1. **QUO Milano** is at all times entitled to transfer a Tenant to a different room of a similar type for operational reasons. If a similar type of room is not available, the Room Fee shall be adjusted accordingly to the new room type.
- 12.2. Only the Tenant(s) is/are permitted to make use of the relevant Room.
- 12.3. The Tenant is prohibited from letting or otherwise granting others the right to use any Room (including via Airbnb, HomeExchange etc.).
- 12.4. In case of a breach of this Clause, the Tenant will pay a penalty of 500€ per day, without prejudice to **QUO Milano**'s right to claim damages. The penalty and any damages claimed may be deducted from the Deposit.
- 12.5. **QUO Milano** is further entitled to immediately cancel the Agreements by notice in writing. In such a case, the Deposit will not be refunded to the Tenant.

13. ENTERING ROOMS

- 13.1. For those who apply to the Deluxe Package, **QUO Milano's** Staff may enter the Room for cleaning purposes while the Tenant is not present unless agreed in writing otherwise.
- 13.2. **QUO Milano's** Staff, upon reasonable prior notice to the Tenant, has the right to enter the Room in the Tenant's presence for maintenance, security and other legitimate reasons, including reasonable inspections.
- 13.3. In case of imminent danger or order from public authorities, **QUO Milano** always has the right to enter a Room without the Tenant being present or prior notice.



14. LIABILITY OF THE TENANT

- 14.1. The Tenant is liable towards **QUO Milano** for all damages, costs, losses or other harm that has been and/or will be incurred by **QUO Milano** or its Staff as the direct or indirect consequence of any breach by the Tenant of these Terms & Conditions or the House Rules or any misconduct or behaviour of the Tenant or anyone accompanying the Tenant.
- 14.2. **QUO Milano** may file an official report with the local police in case of misconduct, criminal acts or violations of the House Rules by the Tenant.

15. LIMITATION OF LIABILITY

- 15.1. **QUO Milano** is not liable for any damages, costs, losses, or other harm suffered by the Tenant except where we are liable for intent and gross negligence.
- 15.2. In case the Tenant incurs any damages, losses or other harm following or in connection with a culpable failure on the part of a third party (service) provider engaged by **QUO Milano** (for example, a cleaning company), our aggregate liability is limited to the compensation it receives from the relevant third party for such damages, costs, losses, or other harms.
- 15.3. In case **QUO Milano** is found to be liable, our aggregate liability towards the Tenant will never exceed the lower of the value of the Rental Agreement or the amount actually paid out under our insurance coverage in respect of the damages incurred by the Tenant.
- 15.4. In case property (for example luggage, delivered packages, mail or personal items) of the Tenant is damaged, lost or stolen, **QUO Milano** is not liable for any damages, costs, losses or other harm incurred unless the Tenant convincingly proves that damage, loss or theft occurred in the Room and was caused by the acts or omissions of **QUO Milano** or any third party we have engaged.
- 15.5. The provision of this Clause 15 is without prejudice to any rights of the Tenant under mandatory laws that cannot be deviated from. **QUO Milano** does not (intend to) exclude or limit any liability that cannot be excluded or limited under the applicable laws.

16. COMPLAINTS

16.1. The Tenant must submit any complaints regarding an (alleged) failure of **QUO Milano** in the performance of the Rental Agreement or the Services Management Agreement immediately after discovering such failure. Complaints must be submitted directly at the Reception or through the email live@quomilano.com.



17. FORCE MAJEURE (ONLY APPLICATO QUO MILANO) BLE

- 17.1. This Clause 15 relates to a Force Majeure (as defined below) on the part of **QUO Milano** and cannot be invoked by a Tenant.
- 17.2. The term force majeure includes, but is not limited to unforeseen events, wars, fires, explosions, accidents, floods, (IT) sabotage, (labour) strikes, lock-outs, compliance with laws, rules, regulations or resolutions, or total failure of machinery, apparatus or processes or any other cause whether or not stated above which make the performance of the Rental Agreement and the Services Management Agreement reasonably impossible or unreasonably onerous for **QUO Milano** (each a Force Majeure Event).
- 17.3. In case of a Force Majeure Event, **QUO Milano** is entitled to suspend performance or terminate the Agreements.
- 17.4. **QUO Milano** is not liable for any (delay) costs, losses, expenses, or damages in any way incurred by the Tenant due to a Force Majeure Event, unless we have culpably caused the relevant Force Majeure Event.

18. DATA PROCESSING

- 18.1. The Tenant acknowledges that when booking a room in **QUO Living**, **QUO Milano** (in the capacity of a data controller) must process their personal data.
- 18.2 The Tenant shall ensure that has read and understood the Quo Milano privacy statement which is accessible at: https://www.quomilano.com/privacy-statement.

19. APPLICABLE LAW AND VENUE

- 19.1. These Terms & Conditions, the House Rules as well as any additional agreement(s) entered into between **QUO Milano** and the Tenant regarding the performance of room services shall be governed by the laws of Italy, without prejudice to any rights the Tenant has under applicable mandatory laws.
- 19.2. Any disputes arising out of or relating to these Agreements shall be brought exclusively before the competent court located in Italy unless the Tenant within one month from being informed by **QUO Milano** chooses for dispute resolution by the court that would be competent in accordance with the applicable law. The foregoing does not affect the Tenant's statutory rights.



Milan,///	
Read and acknowledged,	
[FILL IN WITH LESSEE'S NAME]	
AGREEMENTS, 5. START/END DATE AND CHEC	CLAUSES 2. HOUSE RULES, 4. DURATION OF THE CK-IN/CHECK-OUT DATE, 8. REQUIREMENTS FOR NT PROCEDURE, 10. CANCELLATION, MODIFICATION FING OF ROOMS.
[FILL IN WITH LESSEE'S NAME]	