



RULES OF INTERNAL PROCEDURE STUDENTLIFE WAW

SECTION 1 : RULES ON THE COMFORTABLE USE AND ENJOYMENT OF THE BUILDING

ARTICLE 1 – ACCESS TO THE BUILDING

1.1. Residents will ensure that the front door to the entrance hall, the doors to complexes, to the basement, to the cycle park, to the waste sorting room, etc., are closed at all times for security reasons.

1.2. The entrance to the building may only be opened, be it by hand or by means of the intercom system, to persons known to the resident (to prevent burglary, theft, vandalism and arson).

Carelessness endangers the security of all residents. However, to enable a swift evacuation in the case of fire, this door must never be locked shut by means of the key.

ARTICLE 2 – USE OF THE COMMON AREAS

2.1. In General

No bicycles, scooters, skateboards, strollers (belonging to visitors) or objects of any other kind may be left in the entrance hall, on the staircase, on the landings or in the corridors. The common areas of the building must be kept clear at all times. It is also forbidden to smoke in the common areas.

2.2. Use of the lift

The lift must be kept clean and tidy at all times. The lift must not be used by visitors under the age of 12 unless accompanied by an adult, and must not be used for removals. Costs incurred and damage caused through improper use of the lift will always be charged to the user. It is strictly forbidden to block or use the lift during a fire alarm.

If the lift comes to a stop or people are trapped inside, the alarm button can be used to make a direct call to technical services. To do this, pressed and hold the alarm button for 10 seconds (this procedure is also described in the lift).

If the lift is defective it should be reported to the caretaker or syndic as soon as possible. The syndic can be reached at the number 03/302.48.67, or by email at the address syndic@waw-kot.com (+see poster in building). The caretaker can be reached at the number 0487.32.78.17, or by email at conciërge@waw-kot.com.

2.3. Reduced mobility lift

This lift is for residents with a disability. All residents are requested to keep access to this lift free at all times. An activation key, issued against receipt, is available from the caretaker.



2.4. Cycles and cycle park

There is a large cycle park in the basement of the building. The entrance is located between the side-door and the drive to the underground car park. Please park your bicycle here at all times. Bicycles parked above ground and/or in the corridor or elsewhere will be impounded.

There is space for just 1 bicycle per student room.

The door to the cycle park must always be closed and locked, and it is forbidden to leave the door blocked or open. The cycle park is unmanned. There is a CCTV camera covering the entrance only.

Bicycles must have a label under the saddle (stating the room number). These numbers will be supplied at the beginning of October. Unlabelled bicycles will be removed from the premises at regular intervals (school holidays) by the Co-owners' Association or their representatives.

Residents are advised to remove the batteries from their electric bicycles.

Only the building's tenants may use the cycle park to store (electric) bicycles. It is forbidden to be in the cycle park for any other reason than to park or collect a bicycle.

Bicycles must be secured by means of a bike lock.

Bicycles are stored in the cycle park at the resident's risk. Neither the landlord, WME Studentlife WAW, the syndic nor any other entity concerned may be held liable for the theft, destruction or damage of and/or to cycles, or parts thereof (bike lock, panniers, top boxes or other types of baggage and their contents) or any other goods. The residents will always be responsible for these items.

The cycle park cannot under any circumstance be used as a storage space for large waste items or other equipment.

Residents are not permitted to store motorcycles in the cycle park, and motorcycles may not be started in this area.

2.5. Driveway under the building

The driveway under the building is not a car parking area. It is forbidden to park here. Vehicles found parked here will be clamped and fined (EUR 150.00) as set out in article 26 of these rules of internal procedure.

2.6. Use of the underground scooter/moped and car parking spaces

2.6.1. All underground moped/scooter and car parking spaces are paid hire spaces. They are not included in the rent. A student rate is available for residents of the student hall. More information on these spaces is available from the caretaker or syndic. The syndic can be reached at the number 03/302.48.67, or by email at the address syndic@waw-kot.com (+see poster in building). The caretaker can be reached at the number 0487.32.78.17, or by email at conciërge@waw-kot.com.

Only residents with a reserved space in the underground car park may keep or park their vehicle on that space.

2.6.2. Vehicles may only be parked on designated parking spaces. Users are responsible at all times for the maintenance of their own parking space. The spaces are for registered and insured vehicles only. It is forbidden to park trailers or LPG/CNG-powered vehicles on the parking spaces.

2.6.3. It is forbidden to work on the vehicle or to wash it with the fire hose.

2.6.4. The supplier of the rented parking spaces cannot be held liable for vehicle theft and/or damage.



2.6.5. In the garage it is strictly forbidden, in either the private or common areas:

- to ride bicycles, scooters, mopeds, etc.;
- to smoke, strike matches or use a naked flame for the purpose of illumination;
- to store or use petrol, oil or explosive, malodorous, unhealthy, harmful or other inflammable products;
- to park in the entrance or exit, or in the space set aside for manoeuvring.
- to park gas-powered vehicles;
- to leave any kind of garbage in the garage areas or keep garbage in those areas;

2.6.5. Parking offenders will be fined as set out in article 26 of these rules of internal procedure (EUR 150.00).

2.6.6. It is strictly forbidden for pedestrians to enter or exit the garage through the garage door. Pedestrians must enter or exit through the door next to the garage door.

2.6. Petanque court and garden

There is petanque court at the rear of the building. Petanque balls are available on loan from the caretaker. This area must be left clean and tidy after use. It is forbidden to make changes to the common garden without permission. These changes include planting and pruning.

2.7. Unauthorised areas

It is at all times forbidden to enter technical areas, flat and sloping roofs, private car parks and scooter/motorcycle or car spaces, as well as areas belonging to third parties, or to litter or picnic in those areas.

ARTICLE 3 – WASTE

3.1. There is no need for residents to buy bin bags. The waste from student rooms must be taken to the waste collection point in the basement. This waste collection point can be reached by the lift on the kitchen side. There, the household waste (PMD, non-recyclable, paper and cardboard) is sorted into dedicated containers/bins. Food waste must be sorted in the kitchen.

Every resident is responsible for the content of his/her bin bag.

It is up to residents to process and sort the remaining waste, such as glass, small hazardous waste, bulky waste, furniture, etc., themselves. The resident is responsible for processing and storing waste of this type and must take it to the dedicated glass container, container park, etc. Residents should dispose of bulky household waste, etc., at the municipal container park, the opening hours for which can be found on the municipal website.

Under no circumstance should waste be fly-tipped or abandoned (at the waste collection point). The cost of improperly processing, sorting or fly-tipping waste will be charged and a fine will be imposed (EUR 150.00).

3.2. The following waste fractions can be sorted: paper and cardboard, PMD, non-recyclable/veg, fruit and garden waste (at the waste collection point in the cellar and in the dedicated containers).



3.3. Waste must be taken to the container in the basement and not left in the corridor. It is also strictly forbidden to leave household waste elsewhere in the basement, entrance hall or before the garage door.

ARTICLE 4 – SLEEP, NOISE NUISANCE & WORKS

4.1. Residents must ensure that they do not disturb their neighbours, day or night. Noise nuisance is not permissible under any circumstance, at any time of day. No noise whatsoever should disturb the peace and quiet between 10pm and 9am, and silence should be maintained in the corridors.

4.2. Room parties, get togethers, etc., are not permitted in any areas and are strictly forbidden. Residents are not permitted play music through sub woofers. Residents will take every care to reduce noise nuisance when listening to the radio or television, playing musical instruments and using electrical devices, and no noise whatsoever is permitted in the common areas.

4.3. Each resident is responsible for his/her visitors(s), and all visitors are automatically subject to the provisions set out in these rules of internal procedure.

4.4. During official exam periods silence should also be maintained in the daytime hours.

4.5. It is generally forbidden to carry out any works between 8pm and 8am which are likely to disturb the other residents, with the exception of essential emergency works.

ARTICLE 5 – GENERAL SMOKING BAN

5.1. A general smoking ban applies in all rooms and all common areas. The designated smoking areas are on the first floor kitchen terrace and outside the building's rear, front and side entrances.

5.2. Cigarette stubs should be disposed of in the designated ash trays and bins.

ARTICLE 6 – CLEANLINESS IN THE BUILDING, MAIL, NAME BOARD AND BELL BOARD

6.1. Every resident must ensure that the common areas are kept clean and tidy.

6.2. The name board by the intercom system and mailboxes is maintained by the caretaker and periodically re-arranged to maintain a uniform look.

It is forbidden to apply stickers, texts or markings of any kind to the mailboxes or other panels. The mail is sorted by BPost, and every room has its own mailbox. The mailbox number should always be included in the address, or BPost may return the mail to sender. Neither the Co-owners' Association, nor the caretaker can be held responsible for mail deliveries. The area around the mailboxes must also be kept clear to give the postman open access to the mailboxes. It is forbidden to leave advertising flyers/paper/waste in the mailbox area. They can be taken, neatly sorted, to the basement waste containers. It is generally forbidden to affix advertising signs, markings, posters and other objects on the glazed sections of doors, on balconies and in the common areas. Every resident is responsible for clearing excessive and/or unwanted advertising material away. It is forbidden to throw printed materials onto the floor.



6.3. It is forbidden to post messages and posters in the entrance hall without the prior written consent of the syndic. Nothing may left in the entrance hall or stairways (bicycles included).

ARTICLE 7 - THEFT PREVENTION, GENERAL SECURITY & KEYS

7.1. Residents are asked to close the entrance door behind them. Residents are also expected to close and lock the doors to their rooms, and to close all windows when leaving the room/studio, to prevent theft and water damage due to rain. The resident is liable for any damage as a result of ignoring this rule. Residents are also requested to exercise special care when using the intercom to open the door, and to only open it for people they know. Residents are strictly discouraged from leaving the keys to their room in common areas such as the kitchen or leaving them protruding from the lock to their room.

7.2. It is forbidden to lock the entrance door as this may hamper access for emergency services (fire service, police, doctor, etc.).

The landlord cannot be held liable for theft.

7.3. It is forbidden to bring flammable, explosive or malodorous substances into the building. It is also forbidden to use rubber gas tubes or flexible tubing; even in cases where this is tolerated, over time, it is not an acquired right.

7.4. Residents are requested to take special care with any keys they receive. It is forbidden to lend keys to others with a view to allowing them access to any part of the building whatsoever.

When keys are lost a new key will have to be cut by the syndic, as the building uses special security keys. The loss must be reported to the landlord immediately as new keys take several weeks to cut. If keys are not all returned with the “statement of condition on leaving” the costs of fitting a new lock are charged in the final settlement. A lost room key is equivalent to a new cylinder lock, which is charged at full price.

An extra key is charged at EUR 25,00/unit. New keys should be paid in cash, on receipt. It is forbidden to have your own keys made and/or to fit your own cylinder lock. It should be said, for a fuller picture, that the services of a locksmith could quickly run to EUR 150.00 - 250.00.

ARTICLE 8 – FIRE DETECTION, VENTILATION AND FIRE PREVENTION

8.1. All rooms and common areas are fitted with addressable optical smoke detectors.

To prevent a false alarm, in your bathroom the ventilators should always be open and your room ventilated daily. This can be done by opening the air vents above the window(s) by moving the lever to the tilt position.

The costs incurred through a false alarm can be between EUR 90,00 – 200,00. Residents are strictly discouraged from putting up decorations or coverings that would hamper the normal operation of the optical smoke detectors. Every September the optical smoke detectors in all rooms and common areas are checked, and you are expected to grant access to the room for this purpose. Residents will be given notice in good time. Residents are requested to take this into consideration.

8.2. For safety reasons the following are strictly forbidden:



- in the rooms and in all common areas: barbecue, tepanyaki, deep fryer, grill, cooking with chip fat in the pan, fondue/gourmet, candles, tealights, incense sticks, fireworks, gas burners, possession of slightly/highly flammable materials and/or hazardous substances (other than for household use), real Christmas trees;

- in the rooms: use of an oven, electric heater, toaster, preparation of foods.

8.3. Electrical appliances, cables and plugs must be technically sound and CE approved. Interventions due to defective or non-conformant appliances will be charged to the resident.

It is recommended that the plugs for electrical appliances be removed from sockets (if possible) during heavy electrical storms.

ARTICLE 9 – FIRE SAFETY, FIRE PROCEDURE AND FIRE EVACUATION

9.1. With a view to fire safety, it is strictly and at all times forbidden to leave objects unattended and/or place objects in the hallways, stairwells or evacuation routes. Such items will be cleared away without notice. The use of fire hoses, fire extinguishers, fire blankets, smoke vents and fire buttons is permitted only in an emergency. It is forbidden to tamper with the fire detection system, fire sirens and smoke alarms and anyone who does so will be fined. All costs incurred as the result of misusing devices/facilities, tampering, sabotage, wire-cutting, covering,.. and/or deliberate triggering of a fire alarm will be charged to the resident in full. An external intervention comes to EUR 125.00 – 225.00 (under reservation). These costs will be recovered from the resident/person responsible. This can be established by means of the addressable optical smoke detectors in the fire detection system.

9.2. Please see the annex for the fire procedure and emergency evacuation plan.

For good measure they are also set out below:

- 1) Press the fire alarm button to activate the fire alarm;
- 2) Notify the caretaker at the number 0487/32.78.17 and/or the emergency number 112;
- 3) Give the following information, slowly and clearly, and stay calm;
 - Your name and the address of the building (Mertens en Torfsstraat 27 – Antwerp);
 - The floor and location/room number
 - Reason for the call: what is on fire? How long? Is there any smoke?
- 4) Extinguish the fire, if possible, by means of an extinguisher, fire blanket or fire hose;
- 5) Close the windows and doors and stop all activities;
- 6) Switch appliances off (TV, heating, etc.);
- 7) Leave the lights on and notify neighbouring rooms;
- 8) Leave the building by the staircase(s) and (emergency) exits and cover your nose and mouth with a damp cloth if heavy smoke is present;
- 9) Never use the lift;
- 10) Assemble outside at the assembly point on the street-side of the side-entrance door;
- 11) Follow the instructions of the emergency services;
- 12) Always keep the access routes clear for the emergency services and fire engines;
- 13) Never go back into the building on your own;



14) Notify the emergency services of anyone left behind and/or wheelchair users and their escorts, and give their location;

15) Never leave the assembly point without checking out.

9.3. Every resident and his/her visitor(s) is required by law, to respond to the fire alarm as and when it sounds by leaving the building immediately by means of the stairs. Everyone must assemble on the street-side of the side-entrance door. If the fire is a false alarm, it will be announced by the caretaker or an official appointed by the firm Antwerp Security, who will then announce when it is safe re-enter the building.

9.4. A fire evacuation drill is held once a year to give residents the chance to run through the procedure, after which snacks and drinks are served. Residents are required by law to participate in the fire and evacuation procedure - if they are present in the building.

9.5. By way of information it is stated that the caretaker has taken a course on the use of small fire extinguishers at the Campus Vesta fire service training centre in Ranst with a view to reducing the risk/danger of a fire catching/spreading and extinguishing it with small extinguisher.

ARTICLE 10 – WINDOWS, DOORS, WALLS, CEILINGS AND FLOORS

10.1. We ask all residents to open and/or close doors and windows softly.

Furthermore, it is forbidden to fix or stick items to doors and windows. This applies in the (private) rooms and in all common areas. The caretaker will remove all items on doors and windows without notification, should they be applied.

Residents must clean the insides of the windows (at least) 3 times a year.

10.2. Decorative items may only be fixed to the walls on the magnetic strips.

The following are not permitted on the walls, ceilings and floors: painting, tacking, drilling, using drawing pins or nails to fix items in place. Residents are also asked fix items in place with a tape that does not leave an adhesive residue. It is also forbidden to drill holes in the shower cabin.

10.3. It is not permitted to alter, remove or damage the concept furniture in any way (drawing pins, holes, etc.). The resident is permitted to bring extra furniture of his/her own to decorate the room, provided that the room and building are not damaged when it is moved.

10.4. The resident will be liable for any costs associated with not following these rules and/or the repairs to remedy the damage.

10.5. Extra furniture and items present in the room and mentioned in the statement of condition are considered as part of the room/studio and must not be removed.

ARTICLE 11 – USE OF THE STUDENT ROOM

11.1. Residents are not permitted to allow another person, who is not a resident, to stay overnight or make use of the facilities in and around the building, and this rule applies to the private and common areas.

The tenant/resident is responsible for visitors and their actions.



11.2. It is strictly forbidden to smoke in the student room/studio or to engage in any other activity that could start a fire. The landlord accepts responsibility in none of the aforementioned cases, nor does he accept responsibility for third parties. Where a breach of the rules is established the costs will be charged, to compensate damage to the space through smoking or offset the costs of an intervention in response to the fire alarm. Residents are also asked to clean and ventilate their rooms regularly. A vacuum cleaner can be borrowed from the caretaker.

11.3. The room contains a fridge and a manual. The fridge must have adequate rear ventilation (10 cm from the wall) and must not be placed in direct sunlight. When moved it must be carried at an angle of less than 45°, and it should be left to settle for 24 hours before switching on again. At the end of the tenancy the fridge must be left empty and cleaned with a mild detergent.

11.4. With winter in mind, the resident will ensure that his/her living area is heated in the normal manner, even during a long absence.

11.5. It is forbidden to tamper with fittings in the room and /or common areas.

11.6. New bulbs can be purchased from the caretaker at EUR 4.00 each.

11.6. Residents are free to choose the colour and fabric of their curtains. We recommend, however, the use of fire retardant or fire resistant materials.

11.7. It should be noted that the landlord does not insure the residents' personal belongings. These are usually covered by the parents' home insurance, but the insurers should be notified in any case.

ARTICLE 12 - TOILET, BATHROOM AND PIPES

12.1. Residents must take care not to block the drains. The shower should be rinsed after use, and hair and other debris removed from the drain filter.

The resident is strictly forbidden to pour the following products into the toilet, sink and/or drains;

- Solids: feminine hygiene products, toilet blocks, contraceptives, other bodycare products (cotton pads, cotton buds, etc.), toilet rolls, body hair, wads of toilet paper, etc.

- Viscous/solidifying/stiffening products: fats, soups, glues, paints, cement, PUR products, plaster, oils, etc.;

- Caustic products: bleach, white spirit, etc.

The full costs associated with clearing blockages and/or repairing the damage caused by not following the above rules will be charged to the person responsible.

12.2. The room, toilet and bathroom should be cleaned once a week for reasons of hygiene.

ARTICLE 13 - KITCHEN AND DIRTY DISHES

13.1. Residents must clear away their own dishes in the shared kitchen and wash or place them in the dishwasher and let it run its cycle.

Dishwasher tablets will be provided for the dishwasher. Dirty dishes which are not cleared away will be placed in the black bin in the kitchen. On Fridays the contents of the black bin are taken to the waste collection point in the basement. Once a month, the abandoned dirty dishes are disposed of.



13.2. Residents are asked to tidy and/or clean the sink, hotplates, kitchen top, table, microwave, fridge, dishwasher and extractor hood immediately after cooking. They are also asked to clear away the dirty dishes and store the clean dishes in their room or locker (if present).

Residents are also asked to use the extractor when cooking and to switch off electrical appliances after use.

13.3. Make sure that leftovers (fats, soups, etc.) are never poured down the sink, as this causes blockages. The kitchen furniture and appliances must not in any circumstance be removed from the kitchen. Room parties, get togethers, etc., are not permitted in any areas. Residents are also urgently requested not to interfere with another person's possessions. Taking another person's possessions is not only theft, which is a criminal offence, but it is also highly egotistical.

13.4. From time to time the caretaker will clean the fridges and kitchen cupboards, and out-of-date products will be thrown away in the process.

ARTICLE 14 – INTERNET, TELEVISION AND ENERGY

14.1. The internet and everything associated with it was outsourced to an external contractor on 17/09/2013.

14.2. As of that date residents have connected in the manner of their choice by means of a UTP-compatible connector: router, wireless access point, etc.

14.3. In the event of technical issues and/or service disruptions the caretaker and/or syndic should be contacted. The syndic can be reached at the number 03/302.48.67, or by email at the address syndic@waw-kot.com (+see poster in building). The caretaker can be reached at the number 0487.32.78.17, or by email op conciërge@waw-kot.com.

If an intervention is required or a service engineer is called out, this will be charged to the user directly.

14.4. Only flat screen televisions and monitors are permitted in the rooms. TV or computer screens that use the traditional cathode-ray tube are not permitted in the rooms due to the heightened risk of fire and/or explosion. In September 2020 it will no longer be possible to connect cable television through Telenet, etc..

14.5. Residents are requested to ventilate their rooms regularly, to switch off unnecessary lighting and other power-consuming items, not to have excessively long showers and to use energy saving devices and bulbs in their rooms.

14.6. The tenant cannot apply for reduced rent or recompense for a temporary loss of water, electricity, heating, etc.

ARTICLE 15 - PETS

It is forbidden to bring animals in, no matter how small, or keep them in any of the rooms, common areas or on the grounds of the building.

ARTICLE 16 – WASHING & LAUNDRY ROOM



16.1. On the 3rd floor of the building there is a washing machine and dryer, which can be operated by inserting the correct coins or using the payment app.

16.2. It should be noted that it is forbidden to hang washing in areas visible from the outside, unless on a drying rack. All washing found hanging from a balcony will be removed without notice.

ARTICLE 17 – SUN SHADE, VENTILATORS & AIR-CONDITIONING

17.1. A sun shade may only be erected on the building with the consent of the owner and the Co-owners' Association.

17.2. A ventilator and/or air-conditioning unit is permissible as long as it is portable and is not a nuisance to other residents. However, the resident should be aware that this could imply a sharp rise in energy consumption.

A ventilator and/or air conditioning unit may only be fitted to the building with the consent of the owner and Co-owners' Association.

ARTICLE 18 - APPEARANCE OF THE BUILDING

18.1. The general appearance of the building must not be altered in any way without the prior written consent of the general meeting.

18.2. For safety reasons it is not permitted to place items on the window ledge outside the room(s). Items placed on the window ledge nonetheless will be removed without notice. The costs of repairing damage caused by not following these rules, or by falling objects, will be charged in full to the person responsible and the resident of the room concerned.

18.3. All items, with the exception of terrace furniture, a plant, an ash tray, a free-standing drying rack, will be removed without notice.

18.4. Antennae and satellite dishes are forbidden. If they are placed nonetheless, they will be removed without notice.

18.5. Any costs incurred to repair the damage caused by removing antennae or other items will be charged in full to the resident of the room concerned.

ARTICLE 19 – ROOFS AND GREEN ROOF

19.1. Every roof entrance is an unauthorised area for residents and owners. In all circumstances, anyone who has access to a roof terrace will be required to refrain from any action or activity likely to cause damage to the roof.

19.2. The owners of private lots with a terrace have right of way over the roof. There is a right of way over the terraces for the private lots in the building and the common areas, for the purpose of carrying out maintenance work on the roof or other common areas of the building. These rights of way must be respected and tolerated by the residents.



ARTICLE 20 –INVENTORY AND METER READINGS

20.1. An inventory will be drawn up twice a year to note any damage not due to normal wear and tear as well as the absence of moveable property. The cost of repairs and purchases will be charged to the resident in full.

20.2. The caretaker and Co-owners' Association are the sole parties authorised to take the meter readings as they know the meter locations and have access to them.

ARTICLE 21 - REMOVALS, LETS AND SALES

21.1. The only way to move large and/or heavy objects upstairs is by means of a ladder lift. When carrying items, especially during removals, every precaution must be taken to prevent damage to the doorstep, entrance halls, access points and staircases. Every removal must be reported to the syndic/caretaker.

21.2. Posters stating 'to let' or 'for sale' can only be put up on the inside of the mailbox area, or on the 9 little windows, in other words. All other posters will be removed.

ARTICLE 22 – RIGHT OF ACCESS TO ROOM

In the cases below the caretaker and syndic (and his agent) shall always have the right to enter the room: when the fire alarm has been sounded, to test the optical smoke alarms, during a fire drill, for the 6-monthly hygiene and fire safety check, to bleed the radiators, to access the roof (terrace +3) and in a case of force majeure (leaks, unpleasant odours, smoke, etc.). Wherever possible the resident will be given notice of entry.

ARTICLE 23 - QUITTING THE ACCOMMODATION UNIT & RENTAL VIEWINGS

23.1. The tenant must leave the accommodation unit in the same condition as when he/she entered it. On leaving the accommodation unit no personal possessions may be left behind. If the accommodation unit is in need of another clean before the new tenant can move in, the cost of cleaning will be deducted from the deposit.

23.2. The resident must allow the owner, or the owner's agent, access to the room to arrange viewings for prospective tenants. Viewings must cause the least inconvenience possible to the resident.

ARTICLE 24 – CARETAKER

24.1. The caretaker works normal office hours from Monday to Friday. He/she also lives in the building, on the ground floor, on the lift-side. See 'caretaker' sticker on the room door.

24.2. Residents are asked to report immediately any issues in the common areas, no matter how small, to the caretaker at concierge@waw-kot.com. Complaints and comments about scheduled repairs must be made



to the caretaker and/or landlord immediately, so they can be handled promptly. Where the resident/tenant is found to be at fault, the costs are payable by the tenant.

If an issue is not reported, the ensuing damage could result in heavy costs. Most faults are easily rectified with a minor intervention. If possible, further steps will be taken to resolve an issue.

24.3. The common areas are cleaned by the caretaker (once a week).

24.4. The caretaker has a First Aid kit to treat minor injuries. In the case of serious injury or other emergency call the emergency number 112.

24.5. The caretaker will carry out hygiene and fire safety checks in all rooms twice a year (October and April). These checks will be announced in advance.

ARTICLE 25 – GENERAL PROVISIONS

25.1. The owners - landlords must notify their tenants of the basic deed, the co-ownership regulations and the rules of internal procedure, and bring the tenancy agreements in line with the provisions they contain.

25.2. The name of the resident and the rental date must be passed on to the syndic in advance.

25.3. Co-owners and residents of the building live in the building, and they are required to “take the proper care”. It is advisable to notify the syndic of any long-term absence or holiday and give the name of a contact who can grant access to the room or apartment if necessary or provide a key for the syndic.

25.4. If the room/studio is uninhabitable for reasons of force majeure (water damage, fire) the tenant will not be entitled to damages for the period of uninhabitability.

25.5. The laws and regulations on Co-ownership apply in this building.

25.6. Periodical residents’ meetings are held for each floor to respond to queries and discuss issues as and when they arise. These meetings take place in October, January and April. They are communicated to the residents beforehand.

25.7. All complaints, queries or comments of concern to the community must be sent in writing (by letter or email) to the syndic/ Co-owners’ Association at the address: WAW.RME@gmail.com.

25.8. The Co-owners’ Association reserves the right to alter these rules of internal procedure in response to new developments and/or potential disputes between the building’s tenants, residents and/or owners.

ARTICLE 26 – FINES - SANCTIONS

If these rules of internal procedure are broken, in cases of theft, vandalism, racism, disturbance of the peace (resulting from but not limited to misuse of alcohol, misuse of drugs, drug dealing), inappropriate behaviour or misuse of the fire and safety equipment, the residents may face sanctions.

These sanctions include warnings, full or partial withdrawal of the deposit, payment of fines, payment of a bill of costs, temporary exclusion from the residence (suspension) or definitive exclusion from the residence (termination of tenancy). The person concerned is entitled to a hearing and has the right to offer a defence.

The person concerned will get a maximum of 3 warnings. The tenancy is automatically withdrawn after the final warning. The association reserves the right to notify the parents and/or the educational



institution. Where a serious breach of the rules is concerned, the tenancy may be terminated with immediate effect.

As set out in the present rules of internal procedure, fines may be imposed for breaches of the rules. These fines are fixed at EUR 150.00 per breach.



SECTION II : STATUTORY PROVISIONS

A. Rules on procedure, powers and the calling of the General Meeting

ARTICLE 27 – PROCEDURES OF THE GENERAL MEETING

27.1. Every owner of a lot is a member of the general meeting and may take part in the deliberations. He/she may be assisted by one person on condition that he/she gives the syndic notice thereof by registered letter at least four working days prior to the date of the general meeting. This person may not lead or monopolise the discussion during the general meeting.

27.2. In the case of a distribution of property rights on a private lot or in the case that a private lot is encumbered with a right of lease, building and planting, usufruct, use or occupation, the right to participate in the deliberations of the general meeting will be suspended until such time as the interested parties have appointed an agent to represent them. If one of the interested parties and his legal or statutory representative are unable to participate in the appointment of an agent, the other interested parties may legitimately appoint an agent. The latter will be invited to the general meeting, exercise the right to take part in the deliberations and take possession of all documents issued by the co-owners' association. The interested parties will notify the syndic of their agent's identity in writing.

27.3. The general meeting is called annually by the syndic in the month of September, at 1700 hours, at the place set out in the invitation. In all cases this annual meeting must decide the approval of the accounts and the syndic's policy, the provisions set aside for the operating capital and works to be carried out in the year to come.

The general meeting is also called as and when an urgent decision is required in the interests of co-ownership.

27.4. The syndic will also call a general meeting at the request of one or more co-owners representing at least one fifth of the shares in the common areas. The request is sent by registered letter to the syndic, who will issue an invitation to the co-owners within thirty days of receiving it. If the syndic does not respond to this request, any co-owner who signed the request may call a general meeting himself/herself.

27.5. If there is no syndic, then the co-owners' association or, where none exists, the chair of the last general meeting or, where none exists, one of the co-owners who holds at least one fifth of the shares in the common areas, may call a general meeting to appoint a syndic.

ARTICLE 28 – CALLING THE GENERAL MEETING

28.1. The call must state the place at which, and the date and time at which, the meeting will take place, as well as the agenda of points to be put forward for discussion. The syndic lists on the agenda all written proposals received from the co-owners or the co-owners' association, at least three weeks prior to the first day of the period, as specified in these internal rules of procedure, in which the ordinary general meeting is to take place.

The call sets out, in accordance with the rules, the place at which the documents containing the points on the agenda can be viewed.



28.2. The call is issued by registered letter unless the addressees have individually and expressly agreed in writing to receive the call by a different channel of communication. Calls issued by the syndic to the last known address at the time of sending are considered valid.

28.3. Urgent cases aside, the call must be issued at least fifteen days before the date of the meeting.

28.4. The administrative costs of the call to the general meeting are borne by the Co-owners' Association.

28.5. At any time one or more co-owners, or the Co-owners' Association, where one exists, may notify the syndic of the points they wish to list on the agenda of the annual meeting. The syndic will take these points into consideration in accordance with the above. If these points cannot be listed on the agenda for the meeting, given the date on which the syndic received the request, they shall be listed on the agenda for the subsequent general meeting.

ARTICLE 29 – CHAIRPERSON AND SECRETARY OF THE GENERAL MEETING

29.1. The general meeting is chaired by a co-owner. The chairperson 'leads' the meeting in terms of form, procedure, proceedings and order, while the syndic takes care of the practical tasks.

29.2. In the absence of a candidate, or if the general meeting is unable to appoint a chair after two rounds of votes, the chair of the meeting shall be the co-owner present in person with the largest number of shares in the common areas, and, where several co-owners hold the same number of shares, the eldest of these in years.

29.3. The syndic cannot ever serve as the chair of the general meeting. The syndic will take the role of secretary unless the general meeting opposes this by absolute majority. The chair will officially appoint a teller, who need not be a member of the general meeting.

29.4. In addition to appointing a chair it will be necessary to appoint a secretary for the meeting. The general meeting may decide the majority required to appoint the syndic as secretary. In the absence of a candidate, or if the general meeting is unable to appoint a secretary after two rounds of votes, the secretary of the meeting shall be the co-owner present in person with the largest number of shares in the common areas, and, where several co-owners hold the same number of shares, the eldest of these in years.

ARTICLE 30 – GENERAL MEETING ATTENDANCE REQUIREMENT

The general meeting may only lawfully deliberate if at the beginning of the general meeting more than half of the co-owners are present or represented, and on condition that they hold at least half of the shares in the common areas.

Nonetheless, the general meeting may also lawfully deliberate if the co-owners present or represented at the beginning of the general meeting represent more than three quarters of the shares in the common areas.



If neither quorum is met, a second general meeting will be called on expiry of a term of at least fifteen days, and this meeting will deliberate, irrespective of the number of members present or represented and the number of co-ownership shares they hold.

ARTICLE 31 – PROXIES AT THE GENERAL MEETING

31.1. Every co-owner has the right to representation by a proxy, who may or may not be a member of the general meeting. A proxy for the co-owners' association, a person in its employ or a person providing services for the association within the framework of any other agreement, may not participate personally or by proxy in the deliberations or voting over the task assigned to them.

31.2. The letter of proxy will state the name of the proxy. The letter of proxy may be general or specific and applies for one general meeting only, unless a general or specific notarial power of attorney has been drawn up. Unless specified otherwise, a proxy granted for a general meeting also applies for a subsequent general meeting that is held because the first general meeting did not achieve the quorum.

31.3. No one may participate in the vote, not even as mandator or proxy, on a larger number of votes than the total votes available to the other co-owners present or represented.

31.4. No one may accept more than three proxies. A proxy may hold more than three proxies, however, if the total votes available to him and those of his mandators amount to no more than 10 % of the total number of votes available to all co-ownership lots.

31.5. The syndic cannot act as proxy for a co-owner at the general meeting, notwithstanding his right, if he is a co-owner, to participate in the deliberations of the meeting in that capacity.

31.6. When the syndic is required to call a second general meeting due to insufficient owners present/quorums at the first meeting, the costs of this second meeting will be billed to those absent owners who omitted to send proxies.

ARTICLE 32 – VOTING AT THE GENERAL MEETING

32.1. Every co-owner has a number of votes corresponding to his share in the common areas. A proxy for the co-owners' association, a person in its employ or a person providing services for the association within the framework of any other agreement, may not participate personally or by proxy in the deliberations or voting over the task assigned to them.

32.2. When the co-ownership regulations identify the expenses of a common area of the building or group of buildings as the sole responsibility of certain co-owners, only those co-owners will participate in the vote, on the proviso that these decisions do not compromise the shared management of the co-ownership. Each will cast a number of votes proportional to his share in the aforementioned costs.

32.3. The decisions of the general meeting are taken on the strength of a simple majority of votes cast by the co-owners present or represented at the time of the vote, unless a qualified majority is required by law.

32.4. When counting the majority, abstentions, protest votes and invalid votes are not counted as votes cast.



ARTICLE 33 – POWERS AND MAJORITIES OF THE GENERAL MEETING

33.1. The general meeting decides:

1° on a majority of **two thirds of the votes**:

- a) any amendment of the articles of association, provided this concerns only the occupation, use and management of the common areas, notwithstanding article 577-4, § 1/1;
- b) all works concerning the common areas, with the exception of works required by law and actions to preserve the property and provisional management action, which can be decided by a simple majority of votes cast by the co-owners present or represented, notwithstanding article 577-8, § 4,4°;
- c) [...] is abolished
- d) the figure above, at which works and contracts will have to be tendered, with the exception of these referred to in article 577-8, § 4, 4°;
- e) subject to special justification, works on certain private areas, which, for economic or technical reasons, are to be carried out by the co-owners' association.

Such decisions do not in any way alter the division of costs for these works between the co-owners.

2° on a majority of **four fifths of the votes**:

- a) any other amendment of the articles of association, including changes to the distribution of co-ownership charges;
- b) the change of intended use for real estate or a part thereof;
- c) the redevelopment of real estate or repair of damaged areas in the case of partial destruction;
- d) any acquisition of new real estate intended for common use;
- e) all acts of disposal relating to common real estate, including changes of property usage rights to the common areas in favour of one co-owner, provided that this is motivated by the legitimate interest of the co-owners' association, and where appropriate against payment of a fee proportionate to the damage this is likely to cause;
- f) the amendment of the articles of association according to article 577-3, paragraph four;
- g) the division of a lot or the entire or partial joining of two or more lots.
- h) the demolition or total redevelopment of the building for reasons of hygiene or security or when the cost of altering the building to satisfy the legal requirements would be prohibitive. A co-owner may relinquish his lot in favour of the other co-owners if its value is lower than his prospective share in the total cost of the works, against recompense, where relevant, by mutual agreement or as established by the court. Where none of the reasons above exist, the decision for demolition or total redevelopment will be taken by unanimous vote, in accordance with the provisions set out in paragraph 3;

33.2. Co-owners decide by **unanimous vote** all changes to the distribution of the shares in co-ownership, by issuing the report set out in article 577-4, § 1, paragraph two.

33.3. Should the general meeting decide, however, by a qualified majority required under the law, to proceed with works, with the division or joining of lots or with acts of disposal, it may, on the strength of this qualified majority, decide an amendment to the division of shares in the co-ownership in cases where this is necessary.



33.4. When the formation of subassociations is decided on the strength of the majority required by law, the amendment of the shares in co-ownership necessitated by this amendment may be decided by the general meeting on the same majority.

33.5. When the law prescribes the unanimity of the co-owners' votes and this is not achieved in the general meeting through the presence of one or more co-owners, a new general meeting will be called after a term of at least thirteen days, in which the decision concerned can be taken on a unanimous vote of the co-owners present or represented.

ARTICLE 34 – MINUTES OF THE GENERAL MEETING

34.1. The syndic takes the minutes of the decisions taken by the general meeting and states the majorities achieved and the names of the co-owners that voted against or abstained.

These minutes are read out at the end of the session and signed by the chair of the general meeting, by the secretary appointed at the beginning of the meeting and by all co-owners and proxies present at that time.

34.2. Within thirty days of the general meeting the syndic records the decisions in the register referred to in article 577-10, § 3, and, within the same term, sends them to the holders of rights to a lot, who, where relevant and by virtue of article 577-6, § 1, paragraph two, have a right to vote at the general meeting, and to the other syndics. Should any party not receive the minutes within the term set, he/she must notify the syndic.

ARTICLE 35 – COMPETITION

35.1. At the general meeting the following figure has been established in relation to works and contracts, being the figure above which tenders must be invited, with the exception of the actions referred to in article 577-8, § 4, 4° of the Civil Code (i.e. protective measures and provisional management action):
EUR 3000 - decision of the General Meeting dated 28/09/2020

35.2. For works and contracts above this figure the syndic will produce cost estimates based on specifications prepared in advance.

ARTICLE 36 – ASSISTANCE AT THE GENERAL MEETING

A co-owner may call on the assistance of one person, provided he/she notifies the syndic by registered letter at least four working days prior to the date of the general meeting. This person may not lead or monopolise the discussion during the general meeting.

B. Rules governing the syndic

ARTICLE 37 – THE SYNDIC



1. Appointment of the syndic and publication

37.1. The syndic is appointed by the general meeting, or, where none exists, by the court at the request of any co-owner or any interested third party. If a syndic is appointed under the rules of internal procedure, his/her tenure reaches an end at the first general meeting.

37.2. The rules governing the relationship between the syndic and the co-owners' association are set out in a written agreement. That agreement lists the standard duties as well as the additional duties and associated pay. An unstated duty cannot give rise to payment, other than by decision of the general meeting.

37.3. The tenure of the syndic may be no longer than three years, but is renewable by explicit decision of the general meeting. No recompense will be given if the syndic's tenure is not renewed. Subject to the express decision of the general meeting, he may not enter into any obligations for a term that exceeds the length of his tenure.

37.4. An extract from the deed by which the syndic was nominated or appointed must be affixed, within eight days of the date on which his tenure commences, and at a place from which it is permanently visible, in the entrance to the building that houses the seat of the co-owners' association.

Aside from the nomination or appointment date, this extract will state the surname, first names, profession and address of the syndic, or if the role is filled by a company, the legal form, name, registered office and company number, if the enterprise is registered with the Crossroads Bank for Enterprises. The extract must also contain all other information that would allow an interested party to contact the syndic without delay, such as the location at which the rules of internal procedure and the decisions of the general meeting can be consulted.

The syndic is responsible for displaying this extract.

In conformance with article 577-8, §2/1 of the Civil Code, the appointment/nomination of the syndic must also be published through the Crossroads Bank for Enterprises.

37.5. The co-owners' association or its syndic must apply for registration with the enterprise counter of their choice by the latest on the working day prior to the syndic's commencement date. An exception is permissible in the event that the decision to appoint or nominate was taken less than eight working days before his tenure commences. In such a case the registration must take place within eight working days of the decision to appoint or nominate. In addition to an application for registration, every alteration or deletion of information must be submitted to the chosen enterprise counter, stating the date on which the alteration or deletion takes effect. This information must be submitted in accordance with the registration application procedure.

37.6. For every application, alteration or deletion the co-owners' association will pay a registration fee. This fee is index linked.

2. Duties of the syndic



37.7. Notwithstanding the powers conferred upon him/her under the rules of internal procedure, it shall be the duty of the syndic to:

- 1) execute or cause to be executed the decisions taken by the general meeting;
- 2) put all preservative measures in place and take all provisional managerial action;
- 3) manage the capital of the co-owners' association; in as far as possible this capital will in its entirety be placed in a variety of accounts, including a mandatory separate account for the working capital and a separate account for the reserve capital; all of these accounts must be in the name of the co-owners' association;
- 4) represent the co-owners' association in law and in the management of the common expenses; unless otherwise provided by law, registered correspondence, under pain of nullity, will be addressed to the home address, or where none exists, the place of residence or registered office of the syndic and the seat of the co-owners' association.
- 5) to produce the list of debts referred to in article 577- 11, § 2, within thirty days of receiving the request from the notary;
- 6) share with every person who lives in the building under a personal or property right but is not entitled to vote at the general meeting, the date of the meetings to enable them to forward written questions or comments in relation to the common areas. These will be put before the meeting as received. The notice will be affixed at a visible location in the common areas of the building.
- 7) pass on, should his/her tenure come to an end for any reason, within a term of thirty days of his/her tenure reaching an end, the complete building management dossier to his successor or, in the absence thereof, the chair of the last general meeting, to include the accounts and assets that were under his management, every claim, a history of the account from which the claims were settled, as well as documents evidencing the purpose of every sum that does not appear in the co-ownership's financial accounts;
- 8) take out professional indemnity insurance to cover the performance of his duties, and to produce evidence of said insurance; if tenure is granted to a co-owner, this insurance will be funded by the co-owners' association;
- 9) enable the co-owners to reference all non-private documents or information pertaining to the co-ownership;
- 10) make the documents referred to in point 9 available through an online forum. If tenure was granted to a co-owner, the subscription will be funded by the co-owners' association.
- 11) where appropriate, store the post-intervention dossier in the manner prescribed by the Crown;
- 12) produce, in support of the competition referred to in article 577-7, § 1, 1°, d), multiple cost estimates based on specifications drawn up in advance for works in excess of EUR 3000;
- 13) produce an evaluation report for the ordinary general meeting in reference to regular supply contracts;
- 14) ask the general meeting for consent in advance to all contracts between the co-owners' association and the syndic, his/her appointees, close relatives, blood relatives or relations up to three times removed, as well as those of his/her spouse, up to three times removed; this applies equally to contracts between the co-owners' association and any company owned by the aforementioned and to any capital in which they hold a share, any company in which they hold directorships or supervisory roles, as well as any



company in which they serve as a salaried employee or to which they are appointed; if the syndic is a legal entity, it may not, without specific authorisation through a decision of the general meeting, enter into any agreement on account of the co-owners' association with any company that holds a direct or indirect share in its capital;

15) maintain the list and personal information on the parties authorised to take part in the deliberations of the general meeting, and supply the co-owners, when so requested, as well as the notary, should he/she ask under a transfer of deeds in accordance with article 1, paragraph one of the Mortgage Act of 16 December 1851 at the competent Patrimonial Documentation office, with the name, address, areas and references for the lots held by other co-owners;

16) keep clear, accurate and detailed accounts for the co-owners' association in accordance with the standardised minimum accounts established by the Crown.

17) prepare the current expenses budget for maintenance, operation and management of the common areas of the building, as well as an extraordinary expenses budget; these forecasts are put to the vote before the co-owners' association; they are listed on the agenda of any general meeting that is called to vote on these budgets. Wherever necessary, the syndic places the issue of extraordinary works planned for the years to come on the agenda of the general meeting.

37.8. The syndic is solely responsible for managing his own work; he may not delegate his powers other than with the consent of the general meeting, and then only for a limited period or for very specific purposes. The syndic may appoint a temporary replacement if he takes annual leave or is temporarily indisposed due to illness. The syndic will notify all co-owners and residents of this temporary replacement. However, the syndic is responsible for his replacement's policy decisions. In the event that legal action is brought either against the co-owners' association or by the co-owners' association through the syndic, the latter must notify the co-owners by letter within eight days. The general meeting may dismiss the syndic at any time. In such a case the general meeting will notify the new syndic of his duty to inform all third parties with whom the previous syndic had signed contracts on the co-ownership's behalf of the previous syndic's dismissal. It may also, where it sees fit, add a temporary syndic for a fixed period or specific purposes. If the syndic is indisposed or derelict in his/her duties the court may, for a period of its choosing, appoint a new syndic if so requested by any co-owner. In such a case the syndic must be called into the proceedings. If the syndic is absent or derelict in his/her duties any co-owner may act, but only in a caretaking capacity, or under the judicial authorisation set out in article 577-9 paragraphs 3 and 4 of the Civil Code.

37.9. The tenure of the syndic reaches an end:

- a) on expiry of his tenure;
- b) as the result of dismissal by the general meeting;
- c) as the result of his resignation;
- d) as a result of the death, incapacity or apparent inability of the syndic or, if the syndic is a legal entity, the winding up or bankruptcy of that legal entity;
- e) as the result of the winding up of the co-owners' association.

3. Early termination of the syndic's contract



37.9. The General Meeting may dismiss the syndic at any time subject to the terms of his/her contract. In principle the co-owners' association may dismiss the syndic at no cost, without reason and without notice, unless stipulated otherwise in the syndic contract.

4. Obligations of the syndic at end of tenure

37.10. When the syndic's tenure reaches an end and he/she is succeeded, he/she must within 15 days and at the latest when so requested by his/her successor, without entitlement to withhold documents or assets of any kind, transfer to his/her successor, or in their absence, the chair of the last general meeting, all documents relating to the building, the accounts and assets under his/her management, every claim, a history of the account from which the claims were settled, as well as documents evidencing the purpose of every sum that does not appear in the co-ownership's financial accounts. The documents will be transferred at the office of the previous syndic in return for a detailed receipt signed by his/her successor.

5. Conflicts of interest

A co-owner's association may not have a syndic who is both a member of the co-ownership board and an auditor.

C. Rules governing the auditor

ARTICLE 38 – AUDITOR

38.1. Each year the general meeting will appoint an auditor who is charged with the task of checking the association's record keeping and accounts. The auditor brings his/her report before the general meeting.

The auditor supports the syndic and supervises his management of the finances and accounts. Only one auditor may be appointed; he/she has a term of office of 1 year. The remuneration for the role is fixed at the beginning of the term of office. The auditor may inspect the documents and papers of the Co-owners' Association at any time; he may ask the syndic for any such information or clarifications as he sees necessary for the purpose of verification; he may ask the syndic to obtain written evidence from third parties in support of the Co-owners' Association's debits or credits. If there are any queries or uncertainties the auditor may ask for the missing information or for clarification from the syndic, who will undertake to supply the necessary information for the auditor in good time (at least prior to the general meeting to which the accounts are put). The auditor writes a report of his findings and, if necessary, reports them verbally to the co-owners at the general meeting.

The auditor may attend every general meeting and take the floor. He/she writes an auditor's report on the syndic's management of the finances and accounts and presents and explains this to the general meeting, which decides whether to discharge him from his duties by simple majority of the votes present or represented. The auditor may call a general meeting if he/she finds that syndic has been derelict in his/her duties.



38.2.

- *Every year the auditor may arrange to visit the syndic's office with a view to inspecting the accounting documents (invoices, expenses, bank statements, accounting documents, etc.).*

2) The role is unremunerated

3) The auditor is a co-owner.

The role may be combined with that of member of the co-ownership board.

D. Rules governing the co-ownership board

ARTICLE 39 – THE CO-OWNERSHIP BOARD

39.1. The general meeting has made it mandatory to set up a co-ownership board in every building or group of buildings that has at least twenty lots, excepting the basements, garages and parking spaces. For buildings or groups of buildings with fewer than twenty lots, excepting basements, garages and parking spaces, the general meeting may decide to set up a co-ownership board on a simple majority vote.

39.2. This co-ownership board, which is made of co-owners exclusively, has the task of ensuring that the syndic performs his/her duties as required, notwithstanding article 577-8/2. To that end the Co-ownership Board may make arrangements with the syndic to view and copy all papers or documents relating to the latter's management or the co-ownership. It may be assigned other tasks or delegated other powers, as and when decided by the general meeting by a two thirds majority of votes, without harming the legitimate powers of the syndic, the general meeting or the auditor. Tasks assigned or powers delegated by the general meeting may only relate to explicitly stated operations and are valid for just one year. The co-ownership board supplies the co-owners with a detailed, six-monthly report on the performance of its tasks. At the general meeting the co-ownership board supplies the co-owners with a detailed annual report on the performance of its tasks.

39.2. The co-ownership board is made up of at least 3 members.

39.3. The general meeting decides by simple majority the appointment of each individual member of the co-ownership board. The position of member of the co-ownership board runs until the subsequent ordinary general meeting and is renewable.

The position is unremunerated and must be held by a co-owner.

The Co-ownership Board meets two to three times a year as a general rule.

ARTICLE 40 – CO-OWNERS' RIGHT TO ACCESS DOCUMENTS

40.1. The syndic must create the opportunity for co-owners to access all non-private documents as well as information relating to the co-ownership.

Access to these documents will be given at the seat of the co-owners' association or the office at which the syndic is based.

For organisational reasons the co-owner must first make an appointment to see the syndic or dossier manager.



40.2. A great deal of information is also supplied digitally/through online platforms. To gain access in the latter case the co-owner need only request the login details. The syndic's website : www.syndicisonline.com. At present it is not yet possible to view digital invoices. The accounts can be viewed free of charge before, during and after the (E)GM.

Furthermore, the current syndic is a co-owner and does not work from an office. An appointment can be arranged in the actual building, at the current hourly rate.



SECTION III : PRIVACY POLICY OF THE COA

1.

This privacy policy explains how the COA handles the personal data of the co-owners and/or the tenants in the private areas (hereinafter “Personal Data”).

The Co-owner's Association is conformant with:

(i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - better known as the ‘GDPR’);

(ii) The Act on the protection of natural persons with regard to the processing of personal data of 30 July 2018 and (iii) the advice and recommendations of the Belgian Data Protection Authority.

2.

The Co-owners’ Association only processes the Personal Data supplied to it by the co-owners (and/or tenants).

3.

The Personal Data is processed by the Co-owners’ Association with a view to managing the common areas (which includes the call to the general meeting), and enabling urgent third-party interventions in the interests of the COA, the co-owners and/or the tenants.

The basis for this processing is the co-ownership provisions set out in the Civil Code (including articles 577-6 §2 and §3, 577-8, 8°, 11° and 16°, and 577-10 §1/1 §1 C.C.).

An additional basis for this processing is the consent obtained from the co-owners (through agreement to the Rules of Internal Procedure) as well as that obtained from the tenants (through agreement to the tenancy agreement in which reference is made the rules of internal procedure).

4.

The Personal Data are shared with the syndic of the Co-owner's Association. The Personal Data are also shared with third parties in the event that urgent interventions are required in the interests of the COA, the co-owners and/or the tenants.

5.

The Personal Data are stored for the duration of the co-ownership and/or tenancy, and up to 10 years after the co-ownership and/or tenancy reaches an end.



6.

The COA agrees to respect the confidentiality of the Personal Data and to put safety measures in place to prevent any potential loss, misuse or falsification of the Personal Data.

7.

Every co-owner and/or tenant shall have free access to the Personal Data which the Co-owners' Association holds in relation to him/her. The Co-owners' Association will rectify any incorrect data when requested to do so.

Every co-owner and/or tenant has the right to erase the Personal Data which the Co-owners' Association processes exclusively on the basis of consent (where no legitimate basis exists).

Further, every co-owner and/or tenant has the right to restrict the processing of some Personal Data, or to object to some processing.

Every co-owner and/or tenant has the right to obtain his/her Personal Data and transfer it to a new Co-owners' Association.

8.

Queries or comments about the privacy policy of the Co-owners' Association can be addressed to the Co-owners' Association at the email address: syndic@waw-kot.com (+ see poster in building).

Complaints about the privacy policy of the Co-owners' Association can be addressed to the Data Protection Authority [Gegevensbeschermingsautoriteit] (www.gegevensbeschermingsautoriteit.be).