

## General terms and conditions of use

### 1. Basis of contract

The contract of use ("Housing Contract") is based on the Studentenheimgesetz (StHG = Student Residence Law) published in the Bundesgesetzblatt (BGBl. = Federal Law Gazette) no. 291/1986 in the currently valid version unless any explicit different agreement has been made. In the following chapters both residents and guests will be referred to as "residents", as rights as well as duties mentioned in this contract apply to residents and guests alike. Certain rules that apply to guests only will be pointed out explicitly.

### 2. Types of contract

- a) Residents are regular occupants with a Housing Contract in accordance with § 5 StHG, BGBl. no. 291/1986 in the currently valid version.
- b) Guests are occupants with a short-term contract for a residence place in accordance with § 5a or § 9 (1) StHG.

### 3. Subject of contract

- a) Subject of the contract is the use of a student residence by residents in accordance with § 5 StHG or by guests in accordance with § 5a or § 9 (1) StHG.
- b) The Managing Society awards a place in the residence mentioned in the contract to the applicant to be used as stipulated in the contract. Any changes and adaptations of the living unit let for individual or shared use – including the common rooms of the residence – require the prior consent in writing of the Managing Society.

### 4. Term, renewal and end of contract

#### a) Term of contract

The contract will be concluded for one academic year.

#### b) Renewal of contract

After expiry of the term of contract mentioned in item 4.a) residents can apply for a year-by-year renewal as long as the course of study chosen by the resident is pursued seriously and purposefully in compliance with § 2 "Family Allowance Law" BGBl. no. 376/1967 in the currently valid version.

The deadlines for application for a renewal will be communicated to the residents in due time.

A renewal of the contract for guests (item 2.b.) will exclusively be dealt with on consideration of the availability of free places. On renewal of the contract the existing direct debit mandate must be maintained and the account must be endowed sufficiently so that the housing fee for October and the flat rate payment ("Damage cover") in compliance with the residence statute can be debited in the first week of September.

#### c) Expiry of contract

##### 1) Cancellation through resident

The resident may cancel the Housing Contract by the last day of the month at two months' notice. The cancellation must be received in writing (e-mail, facsimile) by the Student Service of Akademikerhilfe, 1080 Wien, Pfeilgasse 3a, or by the local residence manager by the last workday of a month. Contracts for a full academic year cannot be cancelled per July 31<sup>st</sup> or per August 31<sup>st</sup>.

That is why a cancellation for the summer months July – September must be received by April 30<sup>th</sup> every year; should the cancellation be received in May, June or July the Housing Contract will expire on September 30<sup>th</sup>. The burden of proof that the cancellation was received in time lies with the resident.

##### 2) Cancellation through Managing Society

The terms of § 12 StHG shall apply. Repeated negligence of the terms of payment (item 5 of this contract) will be agreed upon as cause of cancellation in accordance with § 12 Section 1 lit. 6 StHG. In case of outstanding fee debts Akademikerhilfe will start the procedure for termination of contract.

##### 3) Annulment of contract

The Managing Society is entitled to pronounce an instant annulment of the Housing Contract if a resident commits a punishable offence to the disadvantage of other residents, of the Managing Society or of its staff, if a resident violates the Residence Statute or/and if the resident's behaviour poses an imminent threat to the residence, to other occupants or to the staff of the Managing Society.

### 5. Housing fee

- a) The housing fee to be paid for the current academic year is defined in the list of housing fees on the website of the Managing Society [www.akademikerhilfe.at](http://www.akademikerhilfe.at). This list constitutes an integral part of the contract. The resident declares to have read and acknowledged the current fees by looking up the said website. The fee for every following academic year will be defined by the Managing Society before its beginning. The changed housing fees constitute an integral part of this contract.

They will be published by the Managing Society on the Akademikerhilfe website. Housing fees may also be raised within an academic year in accordance with § 13 (2) StHG.

- b) The housing fee will be levied by the Managing Society in advance on the 5<sup>th</sup> day of every month through direct debit mandate. Payment of the housing fee is only possible through direct debit mandate with a domestic (i.e. Austrian) bank account. Any bank charges will be at the resident's expense.
- c) The damage cover in compliance with item 6 of the Residence Statute will be collected once per academic year together with the housing fee in October.
- d) The bank account of the resident must always be endowed with a sufficient amount to allow the debiting. Otherwise reminder charges will be levied as defined in the list of housing fees.
- e) For the direct debit mandate of the housing fee the resident may use a bank account of a parent or another relative or another person.
- f) If a resident has been awarded a residence place the housing fee must be paid for a full month, irrespective of the date of moving in or moving out.

## **6. Payment of first Housing Fee**

- a) Residents in countries taking part SEPA (European payments area) and EURO ("permanent residence")  
Residents who are permanently registered in countries taking part SEPA (European payments area) and EURO must place a SEPA Direct Debit Mandate with their bank. The signed SEPA Mandate must be uploaded (scan or picture file) in the process of the online contract acceptance.  
The first payment listed in item 2.a of the Housing Contract will be debited in advance, at the latest within one month after acceptance of the Housing Contract. Residents are advised to endow their bank accounts accordingly.  
Starting with the second housing fee the amount will be debited on the 5<sup>th</sup> day of every month.
- b) Other Residents  
If the applicant has no residence in countries taking part SEPA (European payments area) may settle the first payment either by SEPA Direct Debit Mandate or by credit card in the process of the online contract acceptance.  
For the second and the following housing fees a SEPA Direct Debit mandate with a bank in Austria or Germany will be mandatory (see item 6.a). Please make sure to place this debit mandate in time so that the 2<sup>nd</sup> housing fee can already be debited on the 5<sup>th</sup> day of the following month.
- c) Fee differences depending on room allocation  
Eventual balances between the first debiting and the actual housing fee as per allocation will be considered at the debiting of the second housing fee. Such differences may be due to different housing fees for a changed room category or room size, for example.  
The term "Single" in the Housing Contract can mean Single Room, Single Apartment, Single in a Two-Bedroom Apartment or Single in a Shared Apartment.  
The final allocation of rooms will be made shortly before a resident moves in; it is only then that the decision will be made which type of "Single Room" will be allocated.

An applicant who has been awarded a place by Akademikerhilfe, but does not take up this place after debiting or payment of the first housing fee, will not receive a refund of the housing fee for one month, the damage cover (item 6 of the Residence Statute) and the administrative charge. These amounts will be forfeited to the Managing Society as handling fee. Any fees collected or paid for months in which the residence place was not used will be forfeited as well.

## **7. Caution money, deposits and additional charges**

- a) The resident is obliged to pay the deposits (caution money etc.) stipulated by the Managing Society. The amount of such payments will be announced on the website. The website constitutes an integral part of the Housing Contract. For reference see the Residence Statute.
- b) The following terms and conditions shall apply to housing fee deposits (security deposits): In the course of moving out from the residence the room will be checked for any damages caused by the former resident. If there are no damages the security deposit will be paid back within the following month. The security deposit does not accumulate interest. In case of damages the repair costs and eventual cleaning charges will be deducted. The former resident will be charged for damages exceeding the security deposit. Please consult our website to find out for which of our residences a cleaning charge will be due.
- c) The Managing Society is entitled to charge an extra fee from a resident or from all residents of a specific house for additional work such as cleaning due to excessive soiling and for damages whose cause cannot be identified.

## **8. Prohibition of compensation**

Counterclaims of the resident cannot be compensated with the housing fee or extra charges unless decided before a court or explicitly acknowledged by the Managing Society.

## **9. Summer accommodation**

Residents whose Housing Contract expires on June 30<sup>th</sup> may apply for a different place in the same residence or for a place in a different residence of Akademikerhilfe in the same university town during that period, i.e. from June 30<sup>th</sup>, 12.00 a.m. to September 30<sup>th</sup>, 10.00 a.m. However, this option does not create an entitlement for a residence place. The application for a summer reservation must be made together with the application for a renewal of the contract. The deadline for these applications will be communicated to the residents. The housing fee for this period is to be paid through direct debit mandate unless the resident receives a different instruction.

### **10. Moving out**

The residence place/room must be vacated by 10 a.m. of the last workday (Monday-Friday) before expiry of the contract. The resident is obliged to remove any property from the room and to turn it over to an authorized representative of the Managing Society in a clean state. The furniture must be arranged the way it was placed on moving in.

On moving out or changing room the room will undergo a thorough cleaning, which may entail a **cleaning charge**. The amount of this lump cleaning charge is published on the website. If the resident checks out without having entirely vacated and cleaned the room the authorized staff of Akademikerhilfe will – without respite – arrange the complete vacation and cleaning. The respective costs plus the administrative fee will be charged to the resident. Property that was left behind by the resident will be removed at once. The resident consents that any objects left behind will become the property of the Managing Society without compensation. However, for the keeping, the removal and the discarding of such objects the resident can be charged an appropriate amount of money.

Vacating the room and checking out requires the presence of a competent staff of the Managing Society. Both their names and the schedule of their availability will be posted in the residence and/or published on the website.

### **11. Report of damages and defects**

In accordance with the Residence Statute item 16 the resident is obliged to report any defects and damages immediately.

### **12. Liability and compensation**

- a) Damages within the living unit will be charged to the resident. In common rooms the person who has caused a damage will be held liable. If that person cannot be identified the repair costs will be shared by all residents.
- b) The Managing Society is not liable for property brought in by residents or their guests and by the Residence Representatives. Every resident is liable for all signs of use that exceed the normal wear and tear. Eventual repair costs will be charged to the resident.
- c) The resident declares that she/he will disclaim legal consequences in case of failure and/or shutting down of water supply, electricity, internet, heating and sewerage, in case of defects of the common facilities or in case of repair work in the building and the like.
- d) Leisure facilities on the premises such as gym halls, sports grounds etc. will be used at the resident's own risk. The Managing Society is not responsible for any injuries and their consequences caused by sports activities in the residence. The Managing Society is not responsible for events in the residence that are not organised by the society. In particular the Managing Society is not responsible for events organised by the Residence Representatives or by individual residents. The Managing Society can only be held liable in case of gross negligence or intent.

### **13. Force and validity of the Residence Statute, the residence rules and announcements published on the website of Akademikerhilfe**

The Residence Statute, the residence rules, and any announcements published on the website of Akademikerhilfe are integral parts of the Housing Contract. The Residence Statute is posted in the residence. The residence rules are available from the respective Residence Representatives.

### **14. Fire Safety Guidelines and Internet User Rules**

Both the Fire Safety Guidelines and the Internet User Rules are integral parts of the Housing Contract. They are published in their currently valid version on the Akademikerhilfe website.

### **15. Definition of "academic year"**

The academic year starts on October 1<sup>st</sup> and ends on September 30<sup>th</sup> of the following year.

### **16. Privacy policy**

The resident consents that all personal data transmitted to the Managing Society may be digitally collected, permanently stored and processed by the Managing Society for administrative reasons. The Managing Society is not permitted to pass on such data to a third party with the exception of investigations through authorized authorities.

### **17. Registration and De-registration with the authorities**

The resident is obliged to comply with the Austrian Registration Law in the currently valid version without being specifically reminded and acknowledges that the staff of the Managing Society are not obliged to act on the resident's behalf in that matter. However, the Managing Society and its staff are entitled to de-register a former resident if the Registration Law requires such a step.

### **18. Arbitration agreement**

With regard to the settlement of disputes concerning the Housing Contract both partners of the contract will submit to the decision of the competent arbitration committee in accordance with § 18 StHG. However, disputes concerning the cancellation or annulment of the Housing Contract, the moving out in accordance with the regulations and the amount of the housing fee are excluded from the above agreement.

### **19. Additional clauses and amendments of this contract**

Additional clauses and amendments of this contract will be regarded as enforced when published in writing only.

On behalf of Akademikerhilfe: Chairman:  
Mag. Dipl. Ing. Roderich Regler m.p.

Treasurer:  
Dr. Christoph Lehner m.p.

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Vienna, 10.11.2014