

House Rules/Dormitory Charter Erdbergstrasse



Preamble

The Dormitory Charter is, in accordance with §§ 5 and 6 of the Austrian Student Dormitory Act (Studentenheimgesetz), part of the contract of use and enclosed in the contract of use. The Dormitory Charter also includes those regulations that regulate the smooth cohabitation of dormitory residents and the use of the (student) dormitory. These regulations are valid for an indefinite period of time. Any possible changes enter into force with the beginning of a new study year, or earlier in case a joint decision is reached by dormitory representatives and the dormitory management. One student dormitory year is the period from October 1st to September 30th of the following year.

I. Purpose

The Wohnbauvereinigung für Privatangestellte, Gemeinnützige Ges.m.b.H., 1010 Vienna, Werdertorgasse 9 (herein after referred to as WBV) as the operator of student dormitories aims, by means of providing dormitory places, at supporting students who pursue their studies at

- **Universities / Colleges**
- **Universities of Applied Sciences**
- **Colleges of Education**
- **University Colleges of Teacher Education**
- **Academies for Social Work**
- **Medical-technical trainings**
- **“Kollegs” (post-secondary three-year trainings)**
- **Students following a doctoral program**
- **Students at academies / conservatories of music**

as well as students attending

- **German courses and**
- **Preparatory university trainings**

by providing those students with housing space and community facilities in line with the cost recovery principle.

II. Description of the dormitory/dormitories

As of August 2019, the following dormitory places are available to students in the respective buildings:

- **Gasometer B: 77 apartments with 253 dormitory places**
- **Erdbergstraße: 85 apartments with 270 dormitory places**

The locations Gasometer and Erdbergstraße offer one handicap-accessible apartment each.

All rooms are fully furnished, the shared kitchens and washrooms in the shared apartments are functionally furnished and equipped for the intended purpose. The dormitory places are provided with individual internet and cable tv connections. Consumption and operating costs are already included in the accommodation fees. The buildings are equipped with common areas such as rehearsal rooms, club rooms with shared kitchens, fitness rooms, saunas, cafés, laundry rooms and bicycle storage rooms.

III. Administration

The dormitories of the Wohnbauvereinigung für Privatangestellte, Gemeinnützige Gesellschaft mit beschränkter Haftung, 1010 Vienna, Werdertorgasse 9, are generally administered by the appointed dormitory management STUDENTENWOHNEN.AT, 1110 Vienna, Guglgasse 8/Rooms 31-32 as follows:

1. Admission

Admission to the dormitories is managed and executed by the dormitory management STUDENTENWOHNEN.AT according to the provisions of the Austrian Student Dormitory Act in its currently valid version. If allocation rights are granted through quota contracts, admission will be based on suggestions by the quota holders. The quota holders are obliged to check the applicants' right to a dormitory place beforehand.

2. Application

It is possible to file a non-binding application for admission on the website www.studentenwohnen.at at any time.

3. Admission criteria

The criteria for the admission to the student dormitories are

- a. successfully passed high school diploma or study legitimation
- b. social indigence, analogous to the Studienförderungsgesetz (Study Promotion Act)
- c. academic success according to the Student Dormitory Act regarding contract extensions
- d. distance from the place of study

For students following two academic studies, only one is considered for assessing academic success. Students who are in their first semester at the time of admission will be favored.

4. Time of admission

Admission is possible at the beginning of every month. For university entrants, the first contract of use can be concluded for the period of two years if desired.

5. Notification of admission, accommodation fees, advance payment

The notification of admission (offer of contract) for October 1st will be issued until the end of June depending on availability of dormitory places. If dormitory places open up during the current academic year, available places will be announced depending on when the availability of free places becomes known.

The offer of contract will be sent together with the contract of use as well as bank details for transferring the deposit, the one-off handling fee and the first accommodation fee. The applicant must accept the contract of use within the specified period by means of issuing a SEPA direct debit mandate. Applicants whose place of residence is not part of the EURO countries participating in SEPA as well as applicants who are not able to partake in electronic payment transactions may submit payments via bank transfer. At the same time, proof of payment of the deposit and the one-off handling fee must be provided not later than 8 weeks prior to the start of contract.

The right to use the dormitory place is dependent on the adducing proof of payment of the deposit and the first accommodation fee as well as the one-off handling fee.

The one-off handling fee is non-refundable if the applicant gives written notice within the agreed period of notice (two months) to terminate the use of the dormitory place without giving any reasons. If the dormitory place is cancelled within four weeks prior to the start of contract, the first accommodation fee will be deducted from the deposit before refunding the amount. The dormitory owner is obligated to utilize the one-off handling fee for specific purposes such as dormitory maintenance or covering wantage.

6. Allocation of single rooms

The allocation of single rooms is dependent on availability and based on the Austrian Student Dormitory Act (Studentenheimgesetz) as amended in consideration of the WBV-GPA's obligations through quota contracts.

7. Use during the summer months by external parties/Guest contracts

During the summer months of July, August and September, free rooms may be placed at the disposal of dormitory-external parties (summer guest contract). For this purpose, the WBV determines and charges an accommodation fee according to economic principles. The additional revenue yielded from allocating dormitory places to external parties during the summer months is spent according to §10 of the Austrian Student Dormitory Act.

If the allocation of a dormitory place to eligible parties according to §4 of the Austrian Student Dormitory Act is not possible, according to §5a of the Austrian Student Dormitory Act the WBV is entitled to temporarily allocate dormitory places to non-students for economic reasons, at the longest until the end of the student dormitory year. These residents enter into guest contracts. They may be charged higher accommodation fees.

8. Renewal of the contract of use

The contracts of use can be extended for another 12 months if the criteria specified below are met.

Each resident will be individually notified of the statutory period for the application that follows from the date of the individually concluded contract of use as part of the invitation to the contract extension via the personal resident account of the dormitory management software.

Residents must apply for the contract extension via the web portal of STUDENTENWOHNEN.AT by means of uploading a positive transcript of records (16 ECTS points or 8 credit hours per academic year) or in written form via e-mail to the dormitory management. The application for a contract extension can also be made personally in the office of the dormitory management if electronic transmission is not possible.

Applications are assessed by the dormitory management in accordance with legal guidelines, and applicants will be notified via e-mail or in written form.

If an application does not arrive in time, the dormitory management may allocate the dormitory place to another applicant.

Decisions concerning applications from residents with a summer contract will be based on the availability of free dormitory places.

In case of violation of the terms of the contract of use, the Dormitory Charter and/or the House Rules, the dormitory management may reject the contract extension.

9. Contract of use

Upon admission and extension, the dormitory operator and students must enter into a written contract of use. Key constituents of this contract of use are the Dormitory Charter, the dormitory representation rules to be determined by the elected dormitory representatives as well as details concerning the dormitory place, the amount of the fee as well as an arbitration clause.

10. Dormitory representation

According to §7b of the Austrian Student Dormitory Act, the residents of a student dormitory are to elect a dormitory representation and their chairperson(s) out of all officially enrolled dormitory residents within the first three months of a new academic year for a period of at least one year. The number of members of the dormitory representation is specified in the Student Dormitory Act. However, it must consist of at least three persons. The dormitory representation is responsible for representing the interests of the dormitory residents – insofar as this results from living in the student dormitory – vis-à-vis the dormitory owner and other dormitory residents. Rights and obligations of the dormitory representation are listed under §8 SthG.

VI. General rules for the usage of the dormitory and the dormitory place

1. Noise: The dormitory resident and his/her visitors are to refrain from any form of noise disturbance that goes beyond the locally customary level. Between 10.00 p.m. and 6.00 a.m., therefore, any noise within and outside of the dormitory is to be avoided. From 10 p.m. onwards, conversations, music and the emission of any other noise sources in the dormitory rooms are only permitted at low volume (room volume level). Violations such as noise disturbance in the rooms are attributed to the perpetrators. In case more than two violations against this regulation of the Dormitory Charter occur in spite of a warning by the dormitory management,

the dormitory management may exercise its right to terminate the contract of use.

2. Smoking (all tobacco products, e-cigarettes, vapes, water pipes etc.) is prohibited in the apartments/homes without exception. Smoking areas are located in the lobbies of the 3rd and 6th floor (Gasometer) and in the arcades of the Erdberg student dormitory. In case of a violation against the smoking ban at the dormitory, the dormitory place must be renovated at the expense of the polluter (repainting, mattress cleaning, etc.) before the dormitory place is reallocated.
3. The consumption and trading of illegal substances lead to the immediate termination of the contract and thus to the immediate loss of the dormitory place.
4. The dormitory resident is obligated to take utmost care in the use of the dormitory facilities and practice greatest economy in the consumption of heat, water, electricity, etc., and must avoid any behavior that accelerates wear.
5. The removal of furnishings from the rooms or the apartment is not allowed. Bringing in or installing additional objects and other modifications require the written approval of the dormitory management. The provided furniture, especially tables and chairs, may not be used outdoors.
6. To avoid mold formation, drying laundry in the rooms and apartments is prohibited. The use of tumble dryers in the laundry rooms does not entail any extra charge.
7. Waste materials must be disposed of separately in the designated containers in the garbage room (paper, glass, plastic bottles, residual waste).
8. Upon leaving the residential premises, windows and doors are to be closed carefully, the lighting must be switched off, and in case of a longer period of absence, electrically powered equipment must be disconnected from the power supply. During the cold season, windows may only be opened intermittently for airing when the heating is operating.
9. When using your own electrical equipment, please observe the CE safety certification mark.

Only CE-labelled electrical equipment may be used. All such equipment and appliances must be operated in operationally safe conditions at all times.
10. Cooking is prohibited in the rooms. Every accommodation unit is provided with a kitchen for this purpose. Storing food leftovers and/or opened food packages in the rooms is prohibited (in view of the risk of vermin infestation!). Using storage containers avoids this risk.
11. The WBV-GPA assumes no liability for objects that the resident brings into the dormitory.
12. Every resident is obliged to report any signs of damage or already incurred damages to the rooms they use or to the room inventory to the dormitory management immediately. A resident who fails to report damages may not claim that the damage already existed before their moving into the room.
13. Every resident is liable for any damage they cause. For damages incurred in double rooms, both residents are equally liable. For damages in the common areas of shared apartments (kitchen, bathroom, toilet, storage room, corridors), all residents are liable if the person who caused the damage cannot be determined.

14. The use of radios and television sets does not require approval since the WBV-GPA holds a general license.
15. The only animals that may be kept in the dormitory are cage-housed animals (with the exception of birds, snakes and reptiles in any case). The keeping of animals requires the written consent of the roommates. Keeping of small animals (such as hamsters, etc.) in appropriate containers is allowed in principle given proper care and species-appropriate keeping are ensured. However, the dormitory management reserves the right to prohibit the keeping of animals if it compromises the allocation of another dormitory place in the shared apartment (for instance, due to allergies of a dormitory applicant) or if damages to the dormitory place are caused or impending due to the keeping of the animal(s).
16. Bicycles must be parked in the designated bicycle storage room.

The WBV-GPA accepts no liability for parked bicycles. Bicycles that are parked in an unauthorized manner will be removed at the owner's expense.
17. All keys handed over to the dormitory resident remain the property of the WBV-GPA. The keys must be kept carefully. Passing on keys to third parties is strictly prohibited and may lead to the immediate dissolution of the contract and thus to the immediate loss of the home place! Any loss of keys by the resident must be reported to the dormitory management immediately and a notice of loss must be submitted. Residents are not allowed to have keys copied. In case of key loss, the resident will be charged the corresponding amount for replacing the locking system including all keys and replacement keys for the entire shared apartment. This is necessary to deny dishonest finders access to the dormitory place.
18. The residential premises and inventory provided by the WBV-GPA must be kept in a clean and tidy condition insofar as this is feasible under proper usage. Upon moving out, the dormitory resident must leave his/her room or place in an orderly condition and any private objects must be removed. In case the dormitory resident has not taken care of this or has not executed this properly, the WBV-GPA will arrange for this work to be carried out and the resulting costs will be charged to the person responsible.

V. Visitors

1. The length of any visit is limited according to the maximum permitted length of stay in accordance with the Austrian Registration Act. This means that visitors may spend a maximum of two consecutive nights (overnight stay) per week in the dormitory provided that the roommates do not have any legitimate objections. Furthermore, the dormitory management must be informed of the visit by e-mail or in person without exception. Any stay in the dormitory in the period between 10 p.m. and 6 a.m. is considered an overnight stay. Concerning the use of the common areas of the shared apartment it is necessary to obtain the cohabitants' agreement. Leaving the dormitory place to a third party without permission, and even more so renting out the dormitory place, but even merely offering the dormitory place via lodging marketplaces such as Airbnb, operating a business e.g. online shop, or similar, will lead to the immediate termination of the contract and thus to the immediate loss of the dormitory place.
2. The time during which visits may be received is determined in the House Rules under section II, item 1. When hosting visitors, the hosting resident is responsible for the visitors' observance of night noise regulations between 10 p.m. and 6.00 a.m.
3. As for double rooms, hosting visitors requires the consent of any roommate(s).

4. The dormitory resident who is hosting visitors is obligated to inform visitors about the regulations established in the House Rules and must make sure that the visitor does not cause any violations against those rules. The dormitory management reserves the right to take legal action in case of improper conduct by the visitors towards roommates, other dormitory residents, the dormitory management and employees of the companies commissioned by the dormitory management, or in case of damages caused by the visitor, if the hosting resident does not take responsibility of his or her own free will.
5. Visitors of students may only use those community facilities specified in section IV. of the House Rules.

VI. Renovations and repair/Insurance

1. For the time of renovations and repairs, if the execution of the work necessitates it, the resident will temporarily be provided with another dormitory place given that a free dormitory place is available. In this case, the resident is obliged to vacate the current dormitory place within the specified period of time. If no other dormitory place is available, the legal regulations concerning the adequate reduction of the accommodation fee apply for the duration of the impairment.
2. Generally speaking, the dormitory management must be granted access to the residential premises after prior notice in order to check for possible damages. In case of imminent danger (especially in case of water damages and other defects that potentially threaten life or inventory), the dormitory management or contracting parties commissioned by the management must be granted immediate access to the dormitory place or the shared apartment.
3. The dormitory operator strongly advises dormitory residents to insure any inventory and private belongings brought in by the resident, or, if possible, to expand the scope of coverage of the existing household insurance of the resident's parents or legal guardian.

VII. Community facilities

1. Common rooms are all those rooms that are available to all dormitory residents for shared use. Community facilities are, in particular, all entrances and exits to and from the dormitory place, the fitness room, the sauna, the laundry room, the bicycle storage room, the garbage room, the bar, the club area, the floor kitchens, the dormitory cinema and the music rehearsal rooms. Residents use those communal spaces at their own risk.

In the interest of all dormitory residents, common rooms must be treated with utmost care which is why visitors are not allowed to use the fitness rooms, saunas and laundry rooms.

2. Events must be announced to the dormitory management at least three working days in advance. At the same time, a dormitory resident must be nominated as the responsible party for the event. Events that are in no way linked to the student dormitory (e.g. events of other institutions or persons) or events that violate legal regulations or the House Rules and Dormitory Charter may be prohibited by the dormitory management. Both the causer as well as the nominated person in charge are liable for any damages.

VIII. Electing the dormitory representation / Duties of the dormitory representation

The election of a dormitory representation as well as the fulfillment of corresponding tasks and duties must be carried out in accordance with § 7 and § 8 of the Austrian Student Dormitory Act. The electoral procedure as well as the tasks and duties of the dormitory representation are regulated in the Student Dormitory Act.

IX. General remarks

1. Dormitory residents and all dormitory-external persons must comply with the applicable provisions of Austrian law. For instance, the resident him- or herself is responsible for the compliance with registration requirements, especially concerning section IV.1. Worthy of note are article VIII EGVG, the fire protection codes and the Austrian Events Act.
2. Employees (including employees of the cleaning company and the utilities management) of the dormitory owner may not be used for personal services.
3. The dormitory resident must behave in a proper manner towards representatives and employees of the dormitory owner at all times. Improper conduct like abusive language, spreading of untruths about the dormitory owner or management, let alone physical assaults against persons entrusted with the dormitory management (this includes employees of the cleaning company and the utilities management) shall result in the immediate termination of the dormitory place.
4. The dormitory resident must observe orders issued by representatives of the dormitory owner as long as they are not in conflict with legal regulations or this charter. In case of imminent danger, all orders must be obeyed.
5. Every dormitory resident receives information about the dormitory's operation via e-mail or personally.
6. The Dormitory Charter is binding for all dormitory residents.

X. Amendments of the Dormitory Charter

Any changes of the Dormitory Charter take effect from the beginning of the student dormitory year after the next.