

House Rules/Dormitory Charter Laaer-Berg-Strasse



Preamble

The house rules are part of the contract of use and enclosed in said contract.

Within the scope of the dormitory charter, the dormitory representation is to enact the house rules after consultation with the dormitory owner. The house rules must include the regulations that regulate the smooth cohabitation of dormitory residents and the use of the student dormitory. The enacted house rules are valid for an unlimited period of time. Any changes to the house rules enter into force on any following 1st of July; in case of a joint decision by dormitory representation and dormitory management an earlier effective date is possible.

I. General utilization of the dormitory

1. Noise: The dormitory resident and his/her visitors are to refrain from any form of noise disturbance that goes beyond the local customary level. Between 10.00 p.m. and 6.00 a.m., therefore, any noise within and outside of the dormitory is to be omitted. In the dormitory rooms, conversations, music, and the emission of any other noise source are only permitted at low volume (room volume level). Violations such as noise disturbance in the rooms are attributed to the causers. In case more than two violations against this regulation of the house rules occur despite explicit warnings by the dormitory management, the dormitory management may exercise its right to terminate the contract of use.
2. Smoking (of all tobacco products, electronic cigarettes, vapes, water pipes, etc.) is prohibited in all apartments/dormitory rooms without exception. Smoking areas are located in lobbies 3 and 6 on the upper floor (Gasometer) or alternatively in the arcades at location Erdberg and at the house entrances at location Heim-Vorteil and GreenHouse. In case of a violation against the no-smoking-rule at the dormitory, the dormitory room must be renovated at the expense of the polluter (repainting, mattress cleaning etc.).
3. 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 to avoid any behaviour that accelerates wear.
4. The removal of furnishings in the rooms or the apartment is not allowed. Bringing in additional items and making other modifications requires the written approval of the dormitory management. The provided furniture, especially tables and chairs, may not be used outdoors.
5. To avoid mold formation, drying laundry in the rooms or apartment is prohibited. The use of the tumble dryers provided in the laundry rooms is free of charge.
6. Waste materials must be disposed of separately in the designated containers provided in the garbage room (paper, glass, plastic bottles, residual waste).
7. When leaving the housing space, windows and doors are to be closed carefully, all lights 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.

8. When using own electrical equipment, please observe the CE quality mark. Only electrical equipment approved by CE may be used, and its use is only allowed under operationally safe conditions.
9. Cooking is prohibited in the rooms. Every apartment is provided with a designated kitchen for this purpose. Storing leftover food and/or already opened food packages or containers in the rooms is not allowed (consider the risk of attracting vermin!). Using storage containers avoids this risk.
10. The WBV-GPA assumes no liability for objects that the resident brings into the dormitory.
11. Every resident is obligated to report any signs of damage or damages already incurred in the rooms or the inventory they use immediately to the dormitory management. If a resident refrains from such a damage report he/she may not invoke that the damage already existed prior to their moving into the room.
12. Every resident is liable for any damage they may cause. For damages incurred in double rooms, both residents are liable in equal proportions if the causer cannot be determined. For damages in the common areas of the residential community (kitchen, bathroom, toilet, storeroom, corridors) all residents are liable in equal proportions, if the causer can not be determined.
13. The use of radios and television sets does not require approval since the WBV-GPA holds a general license.
14. The only animals that may be kept in the dormitory are cage-housed animals (except for birds, snakes, and reptiles). The keeping of animals requires the written consents of any roommates. The keeping of small animals (such as hamsters etc.) in appropriate containers is allowed in principle given that proper care and species-appropriate keeping are ensured. The dormitory management, however, reserves the right to prohibit the keeping of animals if it compromises the assignment of a dormitory place or if damages to the dormitory place are caused or impending. It is prohibited to keep birds, snakes, and reptiles without exception!
15. 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.
16. The keys handed over to the dormitory resident shall remain the property of the WBV-GPA. The keys must be kept safe and with care. Passing on keys to third parties is strictly prohibited! The resident must report any key loss to the dormitory management immediately and present a notice of loss. Residents are not allowed to have copies of keys made. In case of key loss, the resident will, if applicable, be charged the corresponding amount for replacing the locking system including all keys and replacement keys for the whole shared apartment. This is necessary to deny dishonest finders access to the dormitory rooms.
17. The residential premises and inventory provided by the WBV-GPA must be kept in a clean and tidy condition as far as this is feasible under appropriate use. Upon moving out, the dormitory resident must

leave his/her room or place in orderly condition and any private objects must be removed. In case the dormitory resident does not take care of this task him- or herself or does not properly execute it, the WBV- GPA will arrange for clearing out the room(s) and the causer will be charged the resulting costs.

II. 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 only spend two consecutive nights per week (sleepover) in the dormitory provided that the respective roommates do not have any legitimate objections. The residence management must be informed about any visitor with no exception personally or via e-mail. A sleepover is defined as any stay at the dormitory in the period between 10 p.m. and 6 a.m. Concerning the use of the common areas of the shared apartment it is necessary to obtain the cohabitants' consent. Leaving the apartment to third parties without permission, especially subletting, but even the mere offering on platforms like AIRBNB, operating a business e.g. online shop, or similar, result in an immediate termination of the contract and thus 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 (1). When hosting visitors, the hosting resident is responsible for the observance of night noise regulations between 10 p.m. and 6.00 a.m.
3. The hosting of visitors requires the consent of any flat mates in the shared apartment (as for double rooms the consent of any roommate/s is required).
4. The dormitory resident hosting visitors is obligated to inform visitors about the regulations established in the house rules and ensures that the visit does not entail any violations against those rules. The dormitory management reserves the right to take legal steps in case visitors display improper conduct towards roommates, the dormitory management, and dormitory employees or in case visitors cause damages, if the hosting resident does not take responsibility of his or her own free will.
5. Visitors of residents may only use those common facilities laid down in section IV. of the house rules.

III. Renovations and repair/insurance

1. During renovations and repairs, the resident may temporarily be provided with another dormitory room depending on availability if the execution of the work necessitates this. In this case, the resident is obliged to vacate the current dormitory place within the imparted period. 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 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 room(s) or the shared apartment.

2. The WBV-GPA 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.

IV. Common facilities

1. Common rooms are all rooms that are available to all dormitory residents for shared use. Residents use those common areas at their own risk.

In the interest of all dormitory residents, common rooms must be treated with utmost care which is why visitors are excluded from using the fitness rooms, saunas, and laundry rooms.

2. The dormitory management must be notified of events at least three working days in advance and simultaneously, one dormitory resident must be nominated as the responsible person in charge. Events that are in no way linked to the student dormitory (e.g. events of other institutions or persons) or 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.

V. Community Kitchen

1. The residents are obliged to comply to the dormitory rules that are displayed in the community kitchen.
2. After using the kitchen, the student is obliged to leave the kitchen in a clean and tidy condition. This includes wiping down countertops, removing food scraps, and cleaning the stove, oven, and any other used appliances. Spills or drips on the floor must be cleaned up immediately to ensure safety and hygiene.
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4. All kitchen appliances, utensils, and other equipment must be treated with care. Any damage or defects must be reported to the dormitory management immediately.
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7. The resident agrees to dispose of waste properly. Garbage bins must be emptied after using the kitchen, and the waste must be taken to the designated collection points in the garbage room.
8. It is not permitted to store food in the communal kitchen on a permanent basis. After each cooking session, all brought-in food must be taken away.
9. The student is liable for any damage caused by improper use of kitchen equipment or failure to comply with the rules. Such damage must be repaired or replaced at the student's own expense.
10. The Dormitory Operator assumes no liability for the safety of food, utensils, or any other personal belongings stored in the communal kitchen by the student.

VI. General remarks

1. Dormitory residents and all external persons must observe the current Austrian legislation. 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, fire protection codes and the Austrian Veranstaltungsgesetz (events act).
2. Employees of the dormitory owner may not be employed for personal services.
3. The resident must always act in a proper manner towards representatives and employees of the dormitory owner. Improper conduct like abusive language and spreading of untruths about the dormitory owner or management on social media or else, let alone physical assaults against persons entrusted with the dormitory management (this includes employees of the cleaning company and utilities management) shall result in the immediate revocation of the dormitory place.
4. The dormitory resident must observe orders issued by representatives of the dormitory owner if 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 dormitory operations via e-mail or personally.
6. The house rules are binding for all dormitory residents.
7. 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 dormitory fee will be deducted from the deposit before refunding. The dormitory owner is obligated to utilize the one-off handling fee for specific purposes such as dormitory maintenance or covering the wantage.

Termination of the contract of use and eviction of the place of residence

1. The use of the place of residence ends on the last working day of the contract period (contract point II.); 12:00 pm.
2. Until this day, the private furniture must be removed from the room before. If this is neglected by the resident or only partially carried out, the home institution will charge for the actual costs of the actual expenses and a flat administration fee for the restoration of the original condition.

Termination

The residence administration reserves the right to terminate the licence agreement, especially in the following cases:

- Breaches of the residence regulations or the respective residence statute (e.g. loan of keys to third parties, keeping pets, carrying and storing stabbing weapons or firearms, as well as consuming illegal drugs);
- Putting other residents at risk;
- Gross offences against the residence community or repeated breaches of the directions given by the residence administration.