



# **DORMITORY STATUTE**

## for the dormitories of STUWO AG

### **1. Information regarding the dormitory operator, purpose of dedication and principles for the dormitory administration**

STUWO AG is a non-profit building association and student dormitory operator. The governing bodies of the company and its employees are tasked with managing the dormitories.

The administration works on the grounds of cost-covering management based on the principles of economy, efficiency and expediency.

Operating as the owner and operator of student dormitories, STUWO AG meets the requirements of the Student Dormitory Act (StudHG).

By signing the contract, all residents in STUWO AG dormitories acknowledge these dormitory statutes, agree to them and abide by their contents, which are legally binding in the currently valid version.

In case of violations of the StudHG or the obligation arising from the usage contract, the dormitory administration may issue a reminder to the dormitory resident. The written reminder states the facts of the violation. If the resident continues the behaviour afterwards, he or she can be terminated for gross violations. At the request of the resident, the dormitory representatives is to be consulted. In case of terminations in accordance with Section 12 Paragraph 1 Items 2, 3 and 6 StudHG, a hearing must be held with the chairman of the home representative body or, if he is unable to do so, his deputy.

### **2. Rules for using the dormitories / Rights and duties of the residents**

#### **Ground rules for using the dormitories**

Instructions by the company organs and dormitory administration must be followed. In case of gross violations in the dormitory or in public - among others in case of repeated drunkenness and disturbance of the peace - the dormitory administration reserves the right of termination by the end of the next calendar month. Notices by STUWO and the dormitory administration on the in-house notice board are binding. Information in this regard can be transmitted as well in other forms, e.g. electronically.

**Move-ins, moves, move-outs** are generally carried out on weekdays during office hours. If the last day of the month falls on a weekend or a public holiday, the last working day of the month will be considered as moving or move-out day. If the first day of the month falls on a weekend or a holiday, the first working day of the new month is considered the move-in day. When moving in, moving or moving out, appointments with the dormitory administration must be made in advance. In exceptional cases, a self-check-in by means of a key safe is possible outside the aforementioned move-in times in some dormitories. In the case of internal moves, a cleaning fee must be paid for the additional comprehensive cleaning of the old room.

Each resident receives a **locking medium** (key, chip, transponder or other) upon moving in, which remains property of the dormitory. The production of additional locking media (duplicates) is prohibited. Residents must report the loss of keys immediately to the dormitory administration. The resident must pay for any damage caused by the loss. Handing the key over to third parties - especially persons not familiar with the dormitory - is strictly prohibited and constitutes grounds for termination. The resident is liable for all damages resulting from unrightfully handing over the key.

All residents must participate in creating an atmosphere in the dormitory that is conducive to both the individual resident's studies and the community feeling. Between 10:00 p.m. and 7:00 a.m., **quietness at night** must be respected (room volume). After 10:00 p.m., loud conversations in the courtyard, on balconies and terraces shall be avoided to prevent disturbing surrounding neighbours. Unannounced parties are prohibited throughout the dormitory. Parties are gatherings of several residents and/or people from outside the dorm that go beyond the normal scope of a social gathering, characterized by noise emissions (music/singing/roaring, etc.), excessive consumption of alcohol, etc. which lead to disruption of other residents. The dormitory administration reserves the right to issue a temporary dormitory ban to the offending persons if quietness at night is disturbed or parties are not announced beforehand.

Receiving people from outside the dormitory is possible during the day from 8:00 a.m. to 8:00 p.m. (**day guests**). Other residents must not be disturbed by this. For visitors as well as overnight guests in two-bed rooms or two- and multi-room apartments, the consent of the roommate is required. Each resident is responsible for his/her visit and their behaviour and compliance with the night hours, fire safety regulations and liability for any caused damage to furnishings. Overnight guests may only stay in the dormitory for a maximum of three nights (see registration law as amended) after prior registration with the dormitory administration. The guest has to be registered in writing before their arrival either via the guest list in the administration office, via a letter in the mailbox of the dormitory administration, or via e-mail to the respective dormitory administration.

The **inventory** provided (for a list, see the move-in protocol) must be treated with the utmost care. Actions that cause more than the usual wear and tear must be avoided. Each resident is liable for any damage caused by him/her. Both/all residents are jointly and severally liable for any culpably caused damage to or in the common anteroom, bathroom and, if available, the kitchen of a two-room or multi-room apartment if the causer cannot be identified. The removal of objects and alterations of furniture in the dormitory is not permitted.

The use of one's own furniture is permitted, but it must not obstruct escape routes or impair cleaning and repair work. The decision as to whether such an obstruction exists is made by the dormitory administration. When designing the personal living space with posters, pictures, wall stickers, etc., neither walls nor the inventory provided may be damaged or soiled.

STUWO AG assumes **no liability** for damages resulting from belongings brought into the dormitory by the residents as long as these damages were not caused by STUWO AG or its representatives on wilful intent or gross negligence.

When leaving the apartment and during longer absences, the room and apartment doors as well as balcony and terrace doors must be locked. No liability is assumed for lost objects! The room maintenance staff is also required to lock rooms found unlocked after cleaning.

Each resident is obligated to immediately report any signs of damage or damages that occurred before moving-in to the dormitory administration. Each resident is liable for wear and tear that exceeds normal levels (e.g. heavily soiled and/or damaged walls). Each resident is also liable for consequential damages caused by a culpable delay in reporting damage (e.g. pest infestation). The purchase of appropriate household insurance or the extension of existing household insurance by parents for the resident is recommended.

In the event of necessary cleaning or repair works, the dormitory administration and housekeeping have the right to enter the rooms after prior notification of at least 48 hours in advance in accordance with paragraph 6 StudHG (right of access). A prior notification is not required if a room must be entered to avert imminent danger. In addition, the apartments must be made accessible to the room maintenance staff for cleaning. Otherwise, the relevant provisions of the StudHG for the announcement of cleaning and repair work by the dormitory operator shall be followed.

## **Dormitory representation**

- » **Elections:** In accordance with § 7 StudHG, the residents must elect a dormitory representation and a chairperson from all residents if possible during the first three months of the academic year for a maximum period of two years. Re-election is permitted. Until the chairman/chairwoman announces the newly elected dormitory representatives (elections are in the end of October), the previous dormitory representatives are considered to be authorized to represent the dormitory.
- » **Announcement of meetings:** In principle, notices and invitations shall be sent to the dormitory representation and its chairperson(s) in writing or electronically. The dormitory administration shall announce the meeting as a rule two weeks prior to the meeting. The non-appearance of the dormitory representation at a meeting means that they waive all rights to be heard and influence decisions within a scheduled meeting.

- » **Tasks of the dormitory representation:** One of the dormitory administration's main tasks is to represent the interests of the residents vis-à-vis the dormitory operator and to contribute to a prosperous cooperation between the dormitory administration and residents. The dorm representation has to decide on dorm representation regulations, which in particular regulate the points listed in Section 7 Paragraph 3 StudHG. The dormitory statutes are to be issued in agreement with the dormitory representation. If the dormitory representation does not agree to the dormitory statutes or the amendment of the dormitory statutes, a mediator (§ 18 StudHG) must be consulted. If no agreement is reached despite mediation, the dormitory operator can issue the dormitory statutes without the agreement of the dormitory representation.

### **3. Regulation for the allocation of soon-to-be vacant and vacant housing options StHG - § 15 (2) Z 4**

#### **Admission**

The STUWO AG dormitories are generally open to students who are attending an Austrian university, college or academy, or who are completing a course of study that requires a secondary school leaving certificate.

When allocating vacant housing options, contractual agreements and proposal rights of third parties (e.g. provincial governments) are fulfilled, taking into account the purpose of dedication. The following criteria are considered essential for the ranking of applications for a housing option:

- » Time of application
- » No place of residence in the municipality of the dormitory
- » Proof of successful studies in accordance with Student Assistance Act
- » Priority of students with disabilities and first-year students
- » Social criteria

#### **Application for a housing option**

Applications for possible vacancies can be submitted at any time. The application process is handled via the online application tool on the homepage of STUWO AG at [www.stuwo.at](http://www.stuwo.at).

#### **Notification of admission, usage fee and advance payment**

Acceptances or refusals are sent electronically as soon as vacancies are known. In case of an acceptance, the representative of the dormitory (resident manager) will send the necessary documents including the SEPA direct debit mandate and/or an electronic payment link for the usage fee.

The usage fee for the first month and the deposit are to be transferred within 3 working days after conclusion of contract. The reservation of a vacancy is only placed after the payment of the total amount has been made.

With the confirmation of a housing option, the resident is entitled to the agreed room category, but not to a specific room.

In principle, admission is granted for diploma programs, bachelor's or master's programs, whereby doctoral programs are not considered initial studies after the completion of diploma or master's programs.

## **License agreement**

Upon admission and renewal, a written license agreement is concluded between the dormitory operator and the resident. Essential parts of the contract are the dormitory statutes, the declaration of consent to the processing of personal data for the purpose of service provision by STUWO AG, information about the room category, the amount of the fee, an arbitration clause and the duration of the contract.

## **Extension**

The contract can be extended for another year at the written request of the resident - until August 31 or September 30 of the following year - depending on the end of the term stated in the contract (extension of contract). The request for an extension must be submitted by the end of March of each year using the contract extension form. In dormitories that are or have been subsidized by the government, the student is only entitled to an extension if he or she meets social criteria and can prove that his or her studies are progressing favourably. These criteria are met in any case if the student receives student allowances according to the Study Subsidies Act (Studienförderungsgesetz idgF).

In cases of dormitories subsidised by the federal government (provided that the subsidy serves social purposes), the dormitory administration is obligated to check the student's progress in the previous academic year before extending the contract, since the allocation of housing options in such student dormitories is made with special consideration of social needs. This is without prejudice to possible allocation criteria from the granting of subsidies by the respective federal state.

If the dormitory operator needs to verify a student's success in the previous academic year, proof of favourable study success is to be provided prior to each application for an extension of the contract. The deadline for proof of study success will be announced by the dormitory administration in due time. Recognition of a longer study duration than that provided for in the relevant regulations of the Board of Professors concerning the individual studies is possible in the case of extraordinary personal circumstances. In the case of several simultaneous studies, only one can be used to assess the success of the study, which the student must indicate as such.

## **4. Indication of personal living rooms and common rooms**

Living spaces are all rooms that are assigned to the residents for living. Common rooms are all rooms that are available to the residents for common use and are marked as such.

The student dormitories of STUWO AG are equipped with one-, two- and multi-room apartments and double rooms with a shower and toilet, kitchenette or kitchen (or common kitchens per floor) and anteroom as well as with common rooms and gyms, etc.

## **5. References to rights and obligations laid down for the operation of the dormitories in other legal regulations and general safety and order regulations for common rooms and the holding of religious, cultural, sporting, social and other events**

All people present in the dormitory, including residents and all persons not related to the dormitory (guests) shall comply with the applicable legal provisions (federal and provincial laws, federal and provincial ordinances, etc.). The following provisions shall apply to the dormitory:

- » ABGB
- » Registration law
- » Fire protection and building regulations
- » Event law

Each resident must comply with the police registration law, registering within three working days of moving into the dormitory.

We also want to draw attention to the INTERNET usage regulations.

Residents' events are only permitted as in-house events. For each in-house event, the approval of the dormitory administration must be obtained and a responsible person must be notified in writing.

Residents and persons from outside the dormitories are not permitted to carry out commercial activities or activities aimed at generating income in the dormitories or the existing infrastructure.

The **fire safety regulations** must be observed! For unlawfully or arbitrarily triggered false alarms (fire or house alarms), the person responsible will be fully charged with the deployment costs incurred (for fire department, police, etc.). STUWO AG advises every resident to inform himself/herself about precautionary fire safety measures and escape routes.

For fire safety reasons, no objects (such as suitcases, furniture, etc.) may be placed in the corridors and staircases. In particular, this especially applies to laundry racks in the corridors. The drying of laundry in the apartments, especially on the radiators in the room and in the bathroom, is prohibited due to the additional moisture (risk of mold!). Drying laundry is only allowed in the laundry room.

STUWO AG and its residents are committed to using energy and water in a resource-saving manner.

Only CE-compliant **electrical appliances** tested according to OVE guidelines may be used. The use of heating and air conditioning devices and other devices with high-energy consumption is only permitted with prior approval of the dormitory administration. In the common rooms, only the electrical devices set up by STUWO AG may be operated. The charging of batteries for electrical means of transportation is only permitted for personal use and must be carried out in the especially indicated areas. Furthermore, it is prohibited to station e-scooters in the living areas.

According to the Tobacco Act 2004, **smoking is strictly prohibited** in the dormitories of STUWO AG. Smoking is only permitted in designated smoking areas. Drug use and trafficking is strictly prohibited and will result in immediate termination of the contract. Any suspicion of trafficking in illicit substances or drugs will be reported to the police.

For safety reasons, the use of the **wellness areas** (especially sauna, saunarium and steam bath) in the dormitory is only permitted for two persons or more (sauna regulations). Operating and opening hours as well as guidelines for usage are to be taken from the corresponding notices or information sheets and are to be observed.

**Bicycles** may only be parked in the bicycle storage rooms in the dormitories. In some STUWO dormitories, the code issued by the dormitory administration and the markings provided must be used for this purpose (see information sheet). Damages to floors or walls caused by incorrectly parked bicycles will be charged to the owner.

Driving sports equipment (e.g. e-scooters, scooters, bicycles, etc.) is not allowed in the dormitories of STUWO AG.

Living together in harmony requires that everyone pay attention to order and cleanliness in the dormitory. Special attention must be paid to cleanliness in the kitchens, sanitary areas, corridors and common rooms.

**Food** must be kept in closed containers! If there is a pest infestation as a result of improper storage of food, the costs of pest control will be charged or invoiced to the person responsible. Furthermore, the consumption and storage of food and beverages in the laundry room, fitness room, bicycle storage room, sauna and music rehearsal room is prohibited.

The communal kitchens are to be kept in a clean and hygienic condition by the residents on the respective floors. After using the kitchen equipment (such as stove, oven, microwave, but especially sink and tables as well as cooking and eating utensils), residents are obliged to clean it themselves. Any damage that occurs must be reported to the dormitory administration immediately.

Keeping animals such as cats or dogs is not permitted in the STUWO AG dormitories. If you would like to move in with your pet, this is possible at the STUWO dorm Dückegasse (1220 Vienna, Dückegasse 3) - the respective pet regulations as well as the Austrian Animal Welfare Act apply in this dormitory.

Bringing and carrying weapons in the dormitories is strictly prohibited.

In order to ensure proper delivery of mail and parcels, residents are requested to provide their complete postal address, including their room number without exception and to keep it up to date. The dormitory administration can provide postal service employees with a list of residents' names and room numbers to enable delivery. Employees of STUWO AG are not permitted to accept mail or packages for residents.

## **6. Determination of the beginning and the end of the general 12-month contract period (dormitory year) in accordance with § 5a para. 1 and the respective end of the semester in accordance with § 12 para. 3**

### **Beginning, duration and termination of the license agreement**

In principle, admission takes place from September 1 to August 31 of the following year (dormitory year). During the academic year, short-term admission is possible until the following August 31 in application of the provisions of § 9 para. 1 StudHG (Student Residence Act). In addition, according to § 5a para. 3 StudHG, it is possible to conclude a license agreement during the current academic year. STUWO AG hereby informs that according to § 5a para. 2 StudHG contracts with first-year students can also be concluded for a period of 24 months if this is expressly requested by the student.

The resident can terminate the current contract prematurely in writing (either by e-mail or by letter, which is to be sent either to the respective dormitory administration or to the company headquarters of the dormitory operator using the available termination forms) respecting a three-month notice period. If there is an agreement on the extension or first-time establishment of a contract, this can be terminated at the earliest on the last day of the month following the date of the start of the contract or the contract extension, taking into account the three-month notice period.

In any case, every resident has the right to terminate the contract without giving reasons until November 30 for the winter term and until April 30 for the summer term. The educational institution defines the end of the winter term or the summer term. Generally the winter term ends on February 28 or 29 and the summer term on September 30.

## **7. Payment modalities for the user fee and deposit, including determination of cashless payment transactions**

The user fee is determined in accordance with the principle of cost recovery as stipulated in the Student Dormitory Act. The user fee is collected by STUWO AG between the 1st and the 15th of each month by way of direct debit via the SEPA direct debit procedure. The payment of the user fee is always made in this way.

Each resident has to pay a deposit. This deposit serves to cover damages and liabilities attributable to the resident. If the deposit is not used by STUWO AG, it will be automatically refunded after the termination of the contract. The deposit is limited to twice the usage fee.