

RESIDENCE STATUES

gem. § 15 STHG

All residents at the Auge Gottes Student Halls are bound to the residence statutes, including residents who previously moved in having agreed to earlier versions of the residence statutes and rules.

The "Studentenhilfsverein in Wien" (Student Support Organisation in Vienna) is an organisation in accordance with the Vereinsgesetz 1951, BGBl. 233 idgF.

A. Purpose and function

1. The organisation is not associated with any political party. It is non-profit and aims to support Austrian university students in Vienna.
2. One of the organisation's purposes is to support the education of the residents.
3. The social circumstances of applicants are taken into account during the process of allocating accommodation. This is applicable before and during their stay at the halls of residence. Furthermore, there must be no open financial obligations to the Studentenhilfsverein.

These prerequisites must be validated by documentation.

The prerequisites, however, do not apply to those who are scholarship or grant holders (Stipendiaten) from Austria who have been directed by the Austrian Auslandsstudentendienst (foreign exchange service).

When allocating accommodation, management will firstly fulfil contractual obligations with various bodies and reserve the right to award twenty accommodation spaces.

B. Principles of administration of the halls of residence

1. The halls of residence is managed and administered by the board and employees of the Studentenhilfsverein.
2. The Studentenhilfsverein determines and announces who manages the halls of residence.
3. Sound business principles apply to the administration of the halls of residence.
4. **Usage fees:**
Usage fees must be paid throughout the academic year, which lasts from the 1st of October to the 30th of September of each year, including all holidays. The halls of residence stays open year-round.
The usage fees are due on the 1st of the month and is debited to the account of the payee or parent via a SEPA direct debit between the 1st and 5th of each month.
5. **Rules regarding deliveries made to representatives or the chairman**
Regarding hearings of resident representatives, the chairman (or substitute) must be sent a summons no later than one week before the deadline mentioned in the summons.

It is the responsibility of the chairman (or substitute) to inform other resident representatives. The right to a hearing is fulfilled when, after a proper summons has been issued, the representative is present at the exact time and place stated in the summons. If the representative does not show up to the hearing, the hearing will proceed regardless.

Invitations to the hearing can only be made to the resident representatives or the chairman between the 1st of July and 30th of September if the Studentenhilfsverein covers the cost of travel from within Austria.

6. Resident representatives

It is up to the residents to choose representatives according to the following categories:

- Two representatives must reside on the first floor
- One representative must reside on the second floor
- One representative must reside on the third floor
- One representative must reside on the fourth floor
- One representative must reside on the fifth floor

This system of categorisation should ensure that each resident representative fairly represents the residents of the floor they both live on.

After votes are cast on who should assume the roles of resident representatives, the representatives shall announce the names and addresses of the elected individuals to both management and residents. If management is not made aware of the newly elected representatives, the former representatives shall still be deemed to represent the residents.

C. Principles for living in the halls of residence

1. Rest and order

The nightly rest period is from 10pm to 6am. Please avoid any noise that could disturb the sleep, rest or living quality of other residents.

2. Efficiency

Residents are required to take the utmost care when using the facilities of the halls of residence. Residents must also make the most of using heat, hot water, gas, electrical energy etc.

The doors of each room may not be decorated or labelled in any way.

Pictures, posters and the like may only be hung up via the provided picture rails in the rooms.

Windows should be closed when leaving the room. If not, the resident is liable for broken glass in his room due to negligence.

3. Directives of the Studentenhilfsverein and management

Residents are obliged to comply with instructions and directives made by the Studentenhilfsverein (chairman, board members) and the management of the halls of residence. As such, they, including staff, are granted access to the rooms.

4. Fire safety regulations

The fire safety regulations (BSO) are an integral part of the usage contract. These apply to the whole of the residence. There are fire protection mechanisms throughout the building.

Corridors must always be kept free as they are possible escape routes.

5. Rubbish separation

Rubbish has been separated by residents for many years. Please minimise the amount of packaging brought into the halls of residence.

There are special rubbish containers in the courtyard for separating rubbish, including paper, plastic, aluminum and white and stained glass. The bins in the rooms and kitchens should only contain the remaining household rubbish. These bins are emptied by the maids.

At the corner of Sobieskigasse/Ayrenhoffgasse is another set of rubbish separation containers.

6. The allocation of single rooms

As a general rule, the applicant must specify their preference for a single room in order to be placed on the waiting list.

5. Keys

The key which each resident receives to unlock their room also unlocks the entrances and all other rooms in the building that residents are permitted to enter.

Any other use of the room key will damage the affected lock or the key itself.

Keys given to residents remain the property of the halls of residence.

It is prohibited to leave keys with non-residents. It is of great inconvenience to have keys copied.

Any loss of keys must be immediately reported to management by the resident.

The primary use of the room key is to keep the door locked.

6. Deposit

There is no interest accumulation on mandatory deposits by students. Deposits are handled by management. The deposit amounts to € 800 as of October 2018. Any future changes to the amount of deposit necessary will be announced beforehand.

If a student withdraws from their allocated accommodation space more than 60 days before the beginning of the contract, the deposit and the maintenance contribution will be reimbursed but a fee (€ 50) will be charged for administrative costs.

If a cancellation is made 59 - 30 days before moving in, 1 month worth of rent will be required as compensation.

If a cancellation is made 29 - 1 day before moving in, 2 months worth of rent will be required as compensation.

The deposit will remain with the halls of residence throughout the duration of the resident's stay. Deposits will be refunded after the resident has properly moved out of the halls of residence. The deposit serves as financial security against any potential damage caused to the room. After the resident has moved out, the deposit will be used to cover any rent arrears if no damages are found.

7. Maintenance contributions

The maintenance contribution is used to cover damage that cannot be attributed to anyone.

All residents are required to pay the maintenance contribution, as mandated by management. The maintenance contribution currently amounts to €180. This contribution is calculated on the basis of 36 months and, should a resident move out before 36 months has elapsed, the maintenance contribution will be refunded proportionally, as long as there are no financial claims from management (open usage fees etc.).

After 36 months of residency has elapsed, the same original maintenance contribution will need to be paid again. If this is not paid in full then these maintenance contributions will be deducted proportionately (€ 5 per month) from the deposit.

8. Registering residency (Meldepflicht)

There is a legal obligation upon all residents to register their new address with the local authorities (Meldebehörde).

New residents should also personally introduce themselves to the manager of the halls within two weeks of moving in.

9. Cleaning

In accordance with § 6 (1) Z 2 des STHG, cleaning shall be carried out from Monday to Friday between the hours of 7:30am to 4pm.

In special circumstances cleaning may also occur outside of these times.

The control of this work is carried out from Monday to Friday between of 8am to 6pm.

10. Renovations and repairs

During any renovations or repair work, the resident will be provided with another accommodation space as necessary. If management deems any possible renovations or repair work as necessary and it was not possible to notify the resident of such work in advance, or if there is an imminent risk, the accommodation must be cleared within 24 hours.

11. Visitors

a) Visitors are not allowed to stay overnight or longer.

b) Any resident who welcomes a visitor takes full responsibility for their behaviour.

12. Changes to the accommodation and electrical devices

It is not permitted to remove objects situated in the halls of residence. The fixtures and walls must not be altered or damaged.

Pictures and posters may only be hung up via the designated picture rails in the rooms. Nothing should be affixed to papered surfaces.

Doors must not be decorated or labelled.

Changing the furniture in the rooms is not permitted. Private property of the residents may not interfere with cleaning or repair work.

Furnishings and their installation in the room or building requires the consent of management.

The halls of residence does not assume any liability for belongings brought by residents onto the premises.

Weapons may not be brought onto the premises.

Any other changes to the accommodation, especially in regards to furniture, are not permitted.

Only electronic devices that are ÖVE certified can be used. These devices must be kept in a reliable condition.

Devices for preparing meals and drinks will be made available by management in the kitchens. The following electronic devices must NOT be used in the rooms: freezers, hot plates and all types of heating devices.

For safety reasons, the sockets above the baths may only be used for shavers or bathroom equipment (hairdryer, toothbrush, etc.).

Any damage caused by defective electronic devices lie with the individual who installed it for use.

Dishes may only be washed in the kitchens as drains in the bathrooms are not suitable.

Damage and defects must be reported to the reception or the office immediately. Replacements, such as new light bulbs, can be exchanged for the old ones via the porter.

13. Events in the halls of residence

Events in the halls of residence which contradict the goals of management can be prohibited. Residents must consult management before planning any event.

Events, and the resident responsible, must be reported in writing at least eight days beforehand.

This person responsible must provide proof of insurance or pay a deposit to management.

14. Postal deliveries

Postal deliveries in the halls of residence are in accordance with § 18 of postal regulations.

Deliveries sent by cash on delivery will not be accepted.

Money will not be collected via a postal order.

Each resident waives the right to assert claims against employees of the halls of residence or residents in connection with the handling of postal deliveries. The halls of residence does not accept any liability for the handling and transfer of postal items (in accordance with postal regulations) by employees or residents.

When a resident moves out of the halls of residence, they must give the post office a forwarding address. Otherwise, incoming mail will be returned.

15. Staff at the halls of residence

Employees may not be used for personal services within the premises.

16. Entering other rooms

Residents may only enter rooms other than their own if they are granted consent by the occupant.

17. Use of communal facilities

Communal facilities are areas which are not personal rooms. Communal facilities are used at your own risk.

18. Notifying defects and damage

Every resident is obliged to report any signs of damage to the rooms or its fixtures immediately to the manager or cleaning ladies. A resident who fails to file such a claim cannot later claim that any damage was caused by previous occupants.

Each resident is liable for the damage they cause.

19. Animals

No animals are allowed inside the premises.

20. Vehicles

Bicycles may only be parked in specially designated areas. The halls of residence assumes no liability.

Motor vehicles may not be parked on the property. Performing service or repair work on motor vehicles is also not possible.

Unauthorized parked vehicles and anything else will be removed at the expense of the owner. The halls of residence reserves the right to assert further compensation claims.

21. Announcements

All announcements made by management are binding and are pronounced on notice boards in the halls of residence, the Facebook group or through email.

Other announcements must be approved by the manager or a representative nominated by him.

22. Obtaining an income

Residents and non-residents are not permitted to perform activities in the halls of residence aimed at generating income. This excludes tutoring.

The address of the halls of residence may not be used as a trading address.

23. Exemption of warranty and liability

The halls of residence is only liable for events in which they themselves organise.

Poor or loss of performance, noise or other disruptions in connection with repair or improvement work do not entitle the resident to claim compensation or seek remuneration.

Restrictions on the quality of living or the usability of rooms must be promptly reported to the office.

Facilities in the halls of residence by residents and non-residents are used at their own risk.

24. Declarations

Declarations that are binding on the halls of residence can only be made by the board of the Studentenhilfsverein or management.

D. Principles for the allocation of accommodation

Accommodation is only allocated to those apply to the halls of residence. The purpose and function of the halls of residence will be taken into account when selecting suitable applicants. The application process is only possible via the website.

Resident representatives are given a hearing and proposal right.

Short-term guest accommodation may be allocated to applicants who have not met all of the requirements. Applications can be submitted at any time.

The deadline for renewing regular contracts ends on the 1st of May each year.

Applications must be submitted via the website of the halls of residence. Admission as a normal resident is only possible on the 1st of October. Admission at any other time is only possible as a guest resident according to § 9 STHG.

E. Regulations that must be adhered at the halls of residence in addition to other legal obligations

- a) Residency must be registered with the local authorities (Meldegesetz)
- b) The provisions of the fire protection regulations on the notice board
- c) Special instructions on the fire alarm system and provisions for correct behaviour in the event of a fire
- d) Regulations on home security and locking doors
- e) Regulations regarding holding an event (the halls of residence does not permit dance events, film screenings and the like)

- f) Provisions on advertising
- g) The obligation to notify of radio and television devices

F. Concluding remarks

Significant and/or repeated violations of the residence statutes may result in the withdrawal of accommodation or an accommodation allocation.

The above directives and agreements, which are based on years of experience and optimisation, are approved by the halls of residence representatives. They are necessary both in the interest of residents as well as the halls of residence.

It should be pointed out, for the sake of completeness, that the cohabitation of so many people in a house would be inconceivable without binding rules for all.

Any failure to comply with provisions governing the cohabitation of residents will result in a reduction of living quality.

All financial burdens (other than C. 17.) which the halls of residence accrue due to non-compliance with the residence statutes will ultimately negatively impact residents' contributions.

Cohabitation in the halls of residence will be as you choose to shape it.

G. Arbitration committee

An arbitration committee in accordance with § 18 STHG can be arranged via a request.

Vienna, April 2019