

# USAGE CONTRACT

gem. § 5 StHG, gebührenfrei gem. §5 Abs.1STHG BGBl. 1986/291

Contracting parties:

'Studentenhilfsverein in Wien' (Student Support Organisation in Vienna) – Studentenheim Auge Gottes (Auge Gottes Student Halls) – represented by the manager, and

Resident: **NAME**, born on **DATE**

Home address: **POSTCODE**

## **I. Contract subject**

The subject of the contract is an accommodation place at the Studentenheim Auge Gottes (of the 'Studentenhilfsverein in Wien'). In principle, accommodation is allocated without any entitlement to a specific room. If it is not possible to assign the applicant with their desired room, another room will be assigned. The furniture must not be altered or removed. It must be left in the room at the original location in the room.

## **II. Legal basis**

Rules which are not stipulated in the usage contract are also to be adhered to, including the Studentenheimgesetz, the residence statutes, the house rules, the fire safety regulations, the fire protection plan of the halls of residence, and other relevant laws and regulations (e.g. the law to register your address with the local authorities).

## **III. Contract duration**

1. The contractual period begins on **01.10.2019** and ends on **30.09.2020**. Anyone who proves academic success and regularly pays their rent can register in May to renew their contract. Renewals are carried out for a further academic year (§11 STHG).
2. 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 is required. If a cancellation is made 29 - 1 day before moving in, 2 months worth of rent will be required.
3. Students in their first year of study cannot terminate their contract unless they provide evidence of extraordinary circumstances worthy of consideration. Beyond the first year, residents may only terminate their contract on the 28th of February or the 30th of August.
4. Residents must give 2 months notice. This means that the notice of contract termination must be given at least 2 months before the end of the contractual relationship. Notice of termination must be given in person or by letter or e-mail to the office. If not provided, rent for the next month must be paid in full. The accommodation must vacated no later than 9AM two working days (excluding weekends) before the last day of the notice period. This means that if the last day of the notice period is a Sunday, then the room must be vacated by the Thursday beforehand. If the last day of the notice period is a public holiday then the room must be vacated two business days (Monday to Friday) before that holiday.
5. If the room is not vacated and if the keys are not returned before the end of the notice period, a compensation fee of € 80 will be charged for each day beyond this. This will cover the costs of a hotel room for the new tenant. The compensation will be offset against the deposit.

6. The usage contract may be terminated by the Studentenhilfsverein in Wien before the contract expires provided that the conditions specified in § 12 STHG apply. A late rental payment represents a gross breach of the obligations of the usage contract and may therefore lead to termination.
7. A final cleaning fee of € 42 is due for every room change as well as when a resident moves out. This fee will be deducted from the deposit.

#### **IV. Usage fees (rent)**

1. The usage fees from the **1st of October** to the **30th of September** are listed on our homepage and are an integral part of this contract. The Studentenhilfsverein will determine the usage fees for the following year before the end of each academic year.
2. The usage fees (rent) will be debited from the account of the student via SEPA direct debit between the 1st and 5th of each month.
3. Payment is only possible with a SEPA direct debit from an Austrian account or a euro account in a country that has signed a SEPA Agreement with the EU.

#### **V. Terms of payment**

1. The "SEPA direct debit mandate (authorization)" form will be sent to the resident or can be downloaded from our website. It must be forwarded to the manager before moving in.
2. If the direct debit is rejected due to insufficient funds in the account of the resident, or the person who pays the usage fees, bank fees will be charged.
3. If the debit is rejected, we will notify the person responsible for the payment via email and request payment. We also charge reminder fees:
 

|              |                   |      |
|--------------|-------------------|------|
| 1st reminder | 5th of the month  | € 10 |
| 2nd reminder | 15th of the month | € 15 |
| 3rd reminder | 25th of the month | € 20 |
4. The first debit will amount to the anticipated room allocation. Any differences will be taken into account the following month.
5. If a student is assigned accommodation, they will be charged for the usage fees (rent) for the full month regardless of when they move in or out.

#### **VI. Deposit**

The resident is obliged to pay the deposit required by the halls of residence. The deposit is **€ 800** as of 1.12.2018. See the residence statutes for the provisions related to the deposit. The deposit will be used to cover any damage in the room and other costs according to the residence statutes. The remainder of the deposit will be repaid 62 days after moving out of the halls of residence.

If the balance on the deposit account is less than two months rent, the deposit must be replenished.

#### **VII. Maintenance contribution**

All residents are required to pay a maintenance contribution, as mandated by management. The maintenance contribution currently amounts to €180. See the residence statutes for the relevant provisions.

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.).

The maintenance contribution must be repaid in full after 36 months in the halls of residence. If this is not complied with, the maintenance contributions will be deducted from the deposit.

**VIII. Notifications of defects and damage**

Residents are obliged to immediately report defects and damage in their room, otherwise they are liable for these damages. An email with a description of the defect and a photo is appropriate.

**IX. Clearing the accommodation**

When moving out, all private items are to be removed from the premises.

Any items that are left behind will be transferred to ownership of the halls of residence without compensation. Management can charge a fee to be deducted from the deposit for the removal and/or destruction of any objects left behind. This especially applies to special and/or electrical waste for which disposal fees apply.

**X. Data processing**

The halls resident agrees that all personally identifiable data disclosed to management can be recorded and processed. By signing the usage contract, the resident agrees to our data privacy policy in accordance with the GDPR available on our website.

**XI. Arbitration clause**

The arbitration committee under § 18 STHG will be responsible for the resolution of disputes arising from the usage contract (with the exception of terminations as well as disagreements relating to the vacation of the halls and the amount of the usage fees).

**XII. Exclusion of liability**

The resident declares that they do not derive any legal consequences from the interruption of the water supply, defects in the community facilities, obstruction of the lift and gas, light and sewage systems, as well as work on the premises and the like. The Studentenhilfsverein in Wien is not liable for slight negligence.

**XIII. Written waiver to rescind**

Amendments, supplements or additions to this contract must be made in writing in order to be valid.

The departure from the written form itself is subject to the above requirement.

The resident refuses to contest this contract due to error, malice, loss of business or any other reason.

Halls of residence manager:



Günther Reiter

Resident:

Vienna, 01.04.2019