

USAGE CONTRACT - GUEST RESIDENTS

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

Guest 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 at the original location in the room.

II. Legal basis

Rules which are not stipulated in the usage contract must also 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 etc.).

III. Contract duration

1. Usage begins on **00.00.2019** and ends on **00.00.2020**. The contractual period is a minimum of 1 month and a maximum of 6 months. Guest residents must pay rent for the whole month irrespective of when they move in or out.
2. If a guest resident withdraws from their allocated accommodation space more than 60 days before the beginning of the contract, the deposit and the maintenance fee 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. Guest residents cannot terminate their contract early.
4. Guest 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 will 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. The final cleaning fee (€ 42) is due when a resident changes to a different room, as well as when a resident moves out. This fee will be deducted from the deposit.

IV. Usage fees (rent)

1. The usage fees (rent) 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) is always the same (and includes maintenance fees) irrespective of which room is occupied.

V. Terms of payment

1. The usage fees (rent) will be debited to the account of the guest resident via a standing order on the 3rd of every month. A confirmation of the standing order must be sent to the manager as a PDF before moving in.
2. If the rent is not transferred on time, we will notify the person responsible for payment by 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
3. If a guest resident is allocated accommodation, they will be charged for the usage fees (rent) for the full month regardless of whether they have moved in or not.

VI. Deposit

The guest 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.

In regards to guests with residency outside of Austria: the deposit can be refunded upon departure if each month's rent has already been paid by standing order or bank transfer.

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

VII. Maintenance contribution

The guest does not pay maintenance contributions.

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 are 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 the halls of residence representatives 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 guest 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 guest resident refuses to contest this contract due to error, malice, loss of business or any other reason.

Halls of residence manager:



Günther Reiter

Guest resident:

Vienna, 00.00.2019