

(translation only - no legal validity)

## Residence rules and regulations

(valid from 01 March 2021 for an undetermined period)

for all student residences operated by base – homes for students GmbH, Gymnasiumstrasse 85, 1190 Vienna, hereinafter referred to as “Viennabase”. Where personal designations are mentioned in the following text, they refer to all genders equally, and the term “students” is used to represent all residents in the student residence.

The residence rules and regulations are part of the contract of use, pursuant to art. 5/3 StudHG (Austrian Student Residences Act) in its valid version, and can be found on the base website.

### A. Specific purpose of use

1. base operates the student residences
  - a) Viennabase11, Medwedweg 3, 1110 Vienna
  - b) Viennabase19, Gymnasiumstrasse 85, 1190 Vienna
  - c) Viennabase22, Adelheid-Popp-Gasse 24, 1220 Vienna
  - d) Viennabasedonau, Kaisermühlenstrasse 14, 1220 Vienna

and was established to support the education of socially disadvantaged students. base is 95% owned by WSE Wiener Standortentwicklung GmbH, Messeplatz 1, 1020 Vienna and 5% owned by Wien Holding GmbH, Universitätsstrasse 11, 1010 Vienna. Viennabase is a not-for-profit organisation and prohibits any intention to earn profits. Its purpose is to socially support students at Austrian universities, colleges and similar institutes by providing living spaces, taking into account the principle of cost recovery.

### B. Principles of managing residences

1. The student residences operated by base are establishments belonging to base and are operated and managed by its employees.
2. The principles of cost-effectiveness and economy are applied to the management approach.
3. Pursuant to art. 7 StudHG, in the valid version, students have the option to set up residence representation and elect their leader for a maximum period of 2 (two) years. Until the announcement of the newly elected residence representation by the residence spokesperson, the previous residence representation shall be the authorised representative. One of the main tasks of the residence representation is to represent the interests of residents against Viennabase and other residents and to contribute to productive collaboration between the residence management and the residents (art. 8 StudHG).
4. With regard to the consultation right of the residence representation, the leader of the residence representation or his/her deputy shall give notice of this by sending an invitation, at the latest, one week before the date given in the invitation. It is the responsibility of the leader of the residence representation or his/her deputy to provide information to the members of the residence representation. The consultation right is satisfied if the Viennabase

representatives are present at the time and place given in the invite, following an invitation in due form. If the residence representatives do not appear, this must be justified and shall not impede the continuation of the process.

### C. Principles of using residences

1. Residents are obliged to observe the **rules and regulations of the residence**, as well as the provisions given in the **contract of use**, to be considerate of all other residents and to obey the instructions of the residence management.
2. Residents are obliged to treat the allocated living space and common areas **gently** and **with care**, to be **extremely mindful** when using the student residences' facilities and to be **extremely prudent** when using heating, water and electricity and to avoid anything that would result in extraordinary wear and tear. Windows and doors must be locked with care when absent for more than two days. Students should regularly air the rooms to prevent a build-up of mould. Using handtowels and other fabrics to block doors so as to [increase room temperature] etc. is prohibited (danger of mould build-up caused by condensation).
3. **Shared kitchens** and all **common areas**, e.g. corridors, outdoor areas, etc. are to be kept in a clean, hygienic condition by residents. Residents are obliged to clean appliances themselves after every use.
4. In the event of **damage** in the living space that is caused by the residents or a third party for whom he/she is responsible, the residents in the living space is liable, in accordance with the contract of use. In the event of damage to the common rooms and all common areas, the person responsible is liable. Damage caused to the rooms and/or in the general areas must be reported immediately to management. The residents are also liable for all secondary damage that occurs due to a consciously delayed damage report.
5. **Heating appliances/electric devices**: Additional heating appliances must not be used. The installation and use of additional cooking plates, ovens, fridges, washing machines or air-conditioning units is prohibited. Removing electric devices is also prohibited. The maximum connection value for operating other electrical devices in rooms is set at 600 watt per residents. Only devices that are certified according to ÖVE (Austrian association for electrotechnology) may be used. They must always be kept in a condition in which they are safe for use. Open flame/naked lights are strictly forbidden throughout the entire building. In the event of a violation of this, the repair costs shall be charged to the residents.
6. Removing **fixtures** belonging to base is prohibited. Adding other items and making other modifications requires the written consent of the residence management, without exception. Furniture (e.g. table, chairs, etc.) may not be used outside. Nothing may be mounted on the walls (in rooms, as well as hallways and common areas), even with sellotape, only pin boards may be used for this purpose. In the event of a violation of this, the repair costs shall be charged to the residents.
7. **Quiet hours** are from 10 p.m. to 6 a.m., and residents are to be considerate of others also outside these hours. Playing music in the rooms is not allowed.
8. **Gathering** outside of rooms and on the student residence premises is prohibited without exception during quiet hours. Regardless of this, residents are to be respectful of others also outside quiet hours and to consider their welfare.
9. **Keys** that are given to residents remain the property of the residence agency. If keys are lost, this must be reported immediately to the residence management. Providing these to third parties and making copies is expressly forbidden and shall entitle base to extraordinary termination of the contract of use.
10. **Doors** must always be **locked** to prevent unauthorised access.
11. Any **transfer** or **use** of rooms or other facilities belonging to the residence to third parties (whether for payment or for free) facilitated by a residents is expressly **forbidden** and shall entitle base to terminate the contract of use under extraordinary circumstances.

12. **Visitors** are to be informed of the residence rules and regulations and visits must only take place with the agreement of roommates or flatmates. It is not permitted to have someone stay overnight (**ban on overnight stays**) or live there (**ban on transfer**). Visitors are not permitted to use the sports facilities, music room, laundry, shared kitchens and similar amenities. Residents who have guests are responsible for their conduct during the visit and are liable for damage caused by visitors.
13. Residents should take note of the **statutory requirement** to report to the registration office within **three days** of moving into the accommodation (Austrian Reporting Act 1991 - MeldeG). The resident is responsible for reporting. Those who do not fulfil the applicable reporting requirement are committing an administrative offence.
14. When **renovation and repair works** are taking place, students can be placed in another accommodation, as required. If the residence management considers it necessary, the resident's previous residence is to be cleared within three days.
15. **Cleaning work** in the common areas, including preparation and checking this work, will be carried out from Monday to Thursday, from 7 a.m. to 4 p.m. and Friday from 7 a.m. to 2:30 p.m. Students are to dispose of rubbish (bottles, including boxes, cans, packing material, etc.) in the provided areas (garbage room) and clear up any messes caused (e.g. spilled food and drink, cigarette butts/ashes, etc.).
16. **Cleaning rooms:** All residents are obliged to clean their rooms themselves. The cleaning staff are authorised to carry out inspections of rooms at any time. If a (extremely) dirty room is found during the inspection, the resident will be instructed to clean the room. If the cleaning staff find that the room has not been cleaned on their next inspection, it will be cleaned with costs.
17. **Rubbish bags:** There are enough communal bins provided in the garbage rooms. Rubbish is to be disposed of **in the communal bins**, without exception. Dumping rubbish in the common areas or next to the communal bins is prohibited. The garbage room is to be kept free of waste so as to ensure that the bins can be transported to the collection vehicle without obstruction.
18. **Instructions** from base staff and external staff are to be followed. The residence agency or parties instructed by it are entitled to inspect the living space to check the condition of maintenance and cleanliness or inventory after providing timely notification of this (24 hours in advance) electronically. In exigent circumstances (necessary repairs, identified cause of damage, investigating whether the right person is living in the room, etc.), access is permitted, or to be permitted, at any time of day or night without prior notification. Necessary repairs are to be reported immediately.
19. base staff and external staff **cannot** be employed **privately** by residents.
20. At the **end** of the contract of use, living spaces are to be **returned** to base in an **orderly condition** as they were when handed over, taking into account usual wear and tear, and cleared of all personal effects.
21. The living space is considered formally returned on **handing back the keys**.
22. The **fire safety regulation** is to be observed (available on the base website). Due to the fire alarms (smoke detectors) installed throughout (including in common areas and personal rooms), there is a **blanket ban on smoking** across the entire building – with the exception of any specifically designated smoking areas. Costs incurred because of fire alarms triggered through violation of this rule will be charged to the person responsible in the full amount. Temporarily storing items in the corridors and common areas is prohibited without exception for fire safety reasons. Items deposited in violation of this rule will be immediately removed, at the cost of the resident.
23. **Keeping pets** is expressly **forbidden**.

24. Students and those not living in the residence are not permitted to carry out activities with a **goal of earning an income** (e.g. establishing a beauty salon, etc.).
25. Important **dates** and **information** about the residence will be sent by **e-mail** and are mandatory for all residents. Inform the residence agency immediately of a change in e-mail address.
26. base assumes no liability for items that the resident brings into the residence or for items that are lost.
27. Within the last week before the end of the contract of use, base is to be granted free entry to the rooms for the purpose of assessing faults and a smooth further booking.
28. Viennabase recommends taking out household insurance for your own home for the duration of the user contract.

#### **D. Policy on allocating living spaces that are free or will become free**

1. Spaces that are free, or will become free, will be allocated in accordance with the eligibility criteria pursuant to art. 3 and art. 5 of the Student Support Act (*Studienförderungsgesetz*) (for first-year students, the *Matura* school leaving certificate can be used as proof of claim), depending on availability. Applications can be submitted at any time through the base website.
2. It is possible to allocate living spaces on a short-term basis to applicants who do not fulfil all requirements (guest contracts pursuant to art. 5b StudHG). Applications can be submitted at any time.
3. The residence agency will check the reason for requiring accommodation, e.g. pursuing studies, annually on extending contracts; the planned duration of studies will be taken from current government statistics.
4. It is not possible to claim a specific room (such as floor, orientation, no specific fixtures, room colour, room layout or similar aspects). The resident only has a claim to a category of room, based on price.

#### **E. Information on living spaces and shared facilities**

1. Living spaces are any rooms that are allocated as a residence to residents. base offers the following room/apartment categories: Studio Apartment, Studio Apartment maxi, Studio Apartment friends (2 single beds), Studio Apartment couple (1 double bed), 1 room apartment, 2 room apartment, single room ensuite with shared kitchen on each floor, single room in shared apartment for two, three or four students.
2. Common rooms are any rooms that are available to residents for shared use and are marked as such (e.g. shared kitchens on each floor and the common rooms, labelled by a bulletin board or the base website in every residence).

#### **F. Other legal provisions**

1. In addition to the Austrian Student Residences Act (StudHG), there are also rights and duties of the residence agency and residents that are taken from the following codes:
  - Austrian Reporting Act (*Meldegesetz*)
  - Online user regulation (available on the base website)
  - Contract of use
  - Fire safety regulation (available on the base website)
  - Austrian TV and Radio Licence Law (*Rundfunkgebührengesetz - RGG*): *In accordance with art. 3 (3) letter 6 RGG, all residents are exempt from the GIS (fee information service)*

*fee.*

## **G. Start/end**

1. The duration of accommodation generally lasts from 1 September to 31 August of the following year (student residence year).
2. Different from this is the contract of use concluded with first-year students for 24 months, if this is expressly requested by the student.
3. Varying from points 1 and 2 of this section, a contract of use can also be concluded during the ongoing student residence year. If this is the case, the contract ends with the end of the ongoing student residence year specified in point 1 and, in the case of point 2, at the end of the second student residence year.
4. Existing contracts will be extended by one (1) year, provided that the resident
  - a) has sent the signed declaration of consent for extension to base through electronic means by 15 of March, at the latest, and b) has completely fulfilled his/her payment obligations to base and c) there are no other important concerns against him/her (e.g. repeated violation of the rules and regulations of the residence). Once residents have exceeded the official expected study duration by half, they have no claim to extend the contract of use (art. 5a/7 StudHG).
5. For prematurely ending the contract of use (art. 12, para. 3, penultimate and last clause StudHG), the cancellation has to be announced via online-platform available on the website.

## **H. Withdrawing from the contract of use**

1. If the resident withdraws from the contract more than 60 days before the start of the contract, the resident will be refunded the deposit minus the booking fee.
2. If the resident withdraws from the contract between 60 and 30 days before the start of the contract, base retains the booking fee and one monthly accommodation fee. The remaining deposit will be refunded.
3. If the resident withdraws from the contract between 30 days and one day before the start of the contract, the entire deposit remains with base.
4. Notification of withdrawing from the contract must be sent to base in writing.

## **I. Payment modalities**

1. The application will only be processed after payment of an application fee. The amount of this fee is shown in the application process.
2. The contractual relationship comes into effect either through the payment (transfer to the Viennabase account) of the deposit stated in the contract of use (initial contract), the booking fee stated in the offer (subsequent contract/extension) or the moving fee (change of room). The amount of the deposit is always twice the monthly accommodation fee - subsequent claim of a possible difference amount due to contract amendment possible. The individual amount of the booking fee and moving fee is stated in the respective offer and is due immediately.
3. The monthly accommodation fee is collected by SEPA direct debit from the student's account on the 5th of the month at the latest. If there is no SEPA mandate or if the direct debit (chargeback charges are to be borne by the resident) was unsuccessful, any outstanding debts are to be transferred independently to the Viennabase account. Occupation of the room is only possible after payment of the first monthly accommodation fee.
4. The resident expressly agrees that the final cleaning fee and any outstanding claims will be deducted from the deposit.

## **J. Arbitration process**

1. Potential disputes from the contract of use and in the event of a disagreement with the residence rules and regulations will be settled by the arbitration process pursuant to art. 18 StudHG, after consultation with a mutually appointed mediator or, in the absence of a mutually appointed mediator, the ombudsman for students. The term of office for residence representation established by students is set at one (1) student residence year.

## **K. Changes to the residence rules and regulations**

1. The residence rules and regulations shall be in force for an undetermined period of time. All possible changes to the residence rules and regulations require the agreement of the residence representation. In the event of disagreement, proceedings shall be initiated pursuant to art. 15 (1) StudHG. If base and the residence representation do not reach an agreement by an earlier point, changes shall come into effect at the start of the student residence year after next. base is to notify residents of changes to the residence rules and regulations in due time before extending contracts.

## **L. Final provisions**

1. Violations of the residence rules and regulations shall entitle base to terminate the usage relationship.