

(Translation only - no legal validity)

## **Residence rules and regulations**

(Dated 01.09.2023 and valid until further notice)

These rules and regulations shall apply to all residences operated by base - homes for students GmbH, FN 85216v, Gymnasiumstraße 85, 1190 Vienna (hereinafter also referred to as “Viennabase”). When personal terms are used in the following document they refer to all genders in the same way, the term Student or Resident stands for all residents.

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

### **A. Specific purpose of use**

1. Viennabase operates the following 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 it was established to support the education of socially disadvantaged students. Viennabase is 95% owned by WSE Wiener Standortentwicklung GmbH, Messeplatz 1, 1020 Vienna and 5% owned by Wien Holding GmbH, Universitätsstrasse 11, 1010 Vienna. We are a non-profit organisation and we exclude any intention to make a profit. Our purpose is to socially support students enrolled in Austrian universities, colleges and similar institutes by providing living spaces while taking into account the principle of cost recovery.

### **B. Principles for the accommodation management**

1. Our student residence are establishments belonging to us and are operated and managed by our employees.
2. The principles of cost-effectiveness and parsimony are applied to the management approach.
3. In accordance with article 7 of StudHG, students have the opportunity to establish residence representation and choose their leader for a maximum 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 as well as to contribute to productive collaboration between the residence management and the residents (art. 8 StudHG).
4. The leader of the residence representation or their deputy must notify the public of their right to consultation by extending an invitation at least one week prior to the date specified in said notice. The head of the residence representation, or their designee, is responsible for informing the members of the residence representation. If the representatives are present at the time and location specified in the invitation, the consultation right is met. The absence of the residence representatives must be justified and cannot stop the procedure from moving further.

### C. Care of the building and contents

1. Residents are obliged to observe the **rules and regulations of residence**, as well as the provisions given in the **accommodation contract**, to be considerate of all other residents and to obey the instructions of the residence management.
2. It is compulsory for residents to treat the allocated living space and common areas **with care**, to be **extremely mindful** when using the student residences' facilities and to be **especially 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. You should regularly air your room to prevent a build-up of mould and it is prohibited to use handtowels or other fabrics to block doors so as to increase the room temperature (due to danger of mould build-up caused by condensation).
3. You are required to keep **shared kitchens** and **all common areas** (corridors, kitchen counters, outdoor spaces, shelves etc.) clean and hygienic. Appliances must be cleaned by residents themselves after every use. Especially in communal kitchens, the refrigerators and freezers are to be defrosted regularly by the residents themselves and kept in a clean condition. Food in the fridges must be labelled with the respective room number by the resident and disposed of independently if necessary. Viennabase reserves the right to dispose of unlabelled and perishable food without replacement. All common rooms are to be locked by the resident after leaving. The resident is liable for all damages that occur during the use of and in common areas or that occur due to the rooms not being locked.
4. The resident is accountable under the terms of the rental agreement for any **damage** you or a third party you are responsible for cause to the living space. The person responsible is liable for any damage to the shared rooms and other communal facilities. Any damage to the rooms or common areas must be reported immediately to management. All subsequent damage caused on by a consciously delayed damage report is the responsibility of the residents. The resident acknowledges that the repair of damage by the house technicians can take place without an appointment and without the presence of the resident. Damage repairs take place during normal service hours.
5. **Heating appliances/ air conditioners/ electronic devices/ travel adapters:** Additional electronic devices such as hotplates, ovens, washing machines, heaters and travel adapters etc. may not be used. The installation or use of additional refrigerators or air-conditioning units is only possible in exceptional cases with the prior written consent of the accommodation management and for an additional charge. If the management finds out about air-conditioning or heating devices that have not been reported, a corresponding fee will be charged retroactively for the entire cooling or heating period. Removing electronic 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 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.) cannot be used outside. Nothing may be put on the walls (in rooms, as well as hallways and common areas), not even with adhesive tape and only pin boards may be used for this purpose. If this is broken, the residents will be responsible for the repair costs.
7. **Quiet hours** are from 10 p.m. to 6 a.m., and residents must be considerate of others also outside these hours. Playing music in the rooms is not allowed.

8. During quiet hours, **gathering** outside the rooms and on the grounds of the student house is strictly forbidden. Outside of quiet hours, residents are expected to show consideration for others.
9. **Keys and chips** 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 accommodation contract. The resident is also liable for any consequential damage caused by duplicates in circulation.
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 resident is expressly **forbidden** and shall entitle base to terminate the contract under extraordinary circumstances. The resident shall also be responsible for all consequential damage caused by letting the rooms to other people.
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 in a resident's room (**ban on transfer**). Visitors are not allowed to use the sports facilities, music room, laundry room, 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. **Persons not belonging** to the accommodation are **not to be granted access** to the premises of the student residence.
14. Residents should take note of the **statutory requirement** and 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.
15. 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.
16. **Cleaning work** in the common areas, including the preparatory work beforehand and control of this work afterwards will be carried out from Monday through Thursday from 7 a.m. to 4 p.m. and on Friday from 7 a.m. to 2:30 p.m. Students are expected to clean up and dispose of rubbish (including bottles, boxes, cans, packing material, etc.) in the designated places (garbage room).
17. **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. If the cleaning of the rooms is part of the accommodation fees, the cleaning staff must be granted access to the room (according to the cleaning schedule). If the administration learns that a room is (heavily) soiled beyond a normal level, Viennabase reserves the right to charge for cleaning if the room is not cleaned within a specified period of time. The costs for cleaning are borne by the resident. In this case, the cleaning staff is entitled to carry out inspections of the rooms at any time.
18. **Rubbish:** The garbage room is equipped with **communal garbage bins**. Without exception, rubbish must be disposed of in the communal bins. Glass, metal and plastic waste must be deposited at the respective waste material collection point in the appropriate bin. It is not permitted to dispose of rubbish in common areas or next to communal bins. To ensure that the bins can be transferred to the collection vehicle without impediment, the rubbish room must be kept clear of garbage bags.
19. **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. The resident is also responsible for all consequential damages resulting from the failure to report necessary repairs.
20. Base staff and external staff **cannot** be employed **privately** by residents.
  21. At the **end** of the accommodation contract, 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. The post box is also to be left empty. There is no entitlement to any postal deliveries after leaving the accommodation. Access to the contents of the post box is no longer possible after the key has been returned.
  22. The living space is considered formally returned on **handing back the keys**. Viennabase reserves the right to charge the resident for subsequent costs in the event of late return of the key.
  23. 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 and activation by non-fire conditions (e.g. cooking fumes, dust, manipulation etc.) will be charged to the person responsible in the full amount. The costs for fire alarms and false alarms triggered in common areas that cannot be attributed to an individual person are charged to all residents of the respective floor or building section on a pro rata basis.  
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.
  24. The **keeping of animals** is only permitted for students of Veterinary Medicine and only with the prior written consent of the administration. The pet regulations and the protection of species must be expressly observed. The resident acknowledges that keeping animals is only possible in certain room categories.
  25. 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.).
  26. Important **dates** and **information** about the residence will be sent by **e-mail** or via the **mybase-platform** and are mandatory for all residents. Inform the residence agency immediately of a change in e-mail address.
  27. Base disclaims any responsibility for any belongings brought into or lost at the residence.
  28. Within the last week before the end of the accommodation contract, base is to be granted free entry to the rooms for the purpose of assessing faults and to ensure a smooth settlement for the new resident.
  29. Viennabase recommends taking out household insurance for your own home for the duration of the period of stay.

#### **D. Policy on the allocation of vacant and available rooms**

1. Rooms that are available, or will become available, 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. According to § 11 StudHG, places are allocated with special consideration of social need.

Recipients of Austrian school allowance, study allowance or similar in the respective applicable version are admitted before other students if they apply for the next academic year by March 15 of the current academic year.

3. 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.
4. 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.
5. 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), 2 room apartment big, 2 room apartment small, 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)
  - Accommodation contract
  - 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. Period of Stay**

1. The duration of accommodation generally lasts from 1 September to 31 August of the following year (student residence year) when these fall on business days.
2. Different from this is the accommodation contract 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, an accommodation contract 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 15th of March at the latest, b) has completely fulfilled their payment obligations to base and c) there are no other important concerns against them (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 accommodation contract (art. 5a/7 StudHG).
5. For prematurely ending the contract (art. 12, para. 3, second to last and last clause StudHG), the cancellation has to be announced via your mybase-platform available on the website.
  6. Guest contracts are always concluded only at the end of the current academic year.

#### **H. Withdrawing from the accommodation contract**

1. If the resident withdraws from the contract more than 60 days before the start of the contract, they will be refunded with the deposit minus the booking fee/processing 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/processing 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 methods**

1. The application will only be processed after payment of an application fee. The amount of this fee is shown in the application process. The registration fee is non-refundable.
2. The contractual relationship comes into effect either through the payment (transfer to the Viennabase account) of the deposit stated in the accommodation contract (initial contract), the booking fee/processing 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 and the subsequent claim of a possible difference amount due to contract amendment is possible. If there is a difference in the deposit, it must be paid immediately by the resident. The provisions of art. 16b, para. 1 to 3 of the Austrian Tenancy Act (Mietrechtsgesetz, MRG), Federal Law Gazette I No. 520/1981, as amended, shall apply to the assessment and return of the deposit. If there is a student residence representation, any interest accrued on the deposit shall be handed over annually to the student residence representation for exclusive use in the interests of the community of residents. If no residence representation has been established for the respective academic year, any interest on the deposit will be booked as a reserve for any future residence representation.
3. The individual amount of the booking fee/processing fee and moving fee is stated in the respective offer and is due immediately.
4. 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.
5. 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 accommodation contract 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 Viennabase and 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 accommodation 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 accommodation contract.