

General Terms and Conditions of Lease

§ 1

Rented object

1. The landlord shall rent the accommodation as specified in the rental agreement in a dormitory of the Studentenwerk Giessen for the specific purpose of university studies in accordance with § 2.
2. The landlord reserves the right to assign a different accommodation on compelling grounds without giving prior notice within the period stipulated in § 2 section 1 of the rental agreement.
The following reasons are compelling reasons:
 - Urgent repair measures
 - Maintenance and structural alterations
 - Changes of eligibility requirements of the student units previously rented.
3. The tenant is entitled to use both the lease unit as specified in the rental agreement as well as the communal rooms according to their specific function, starting with the first working day from 2 pm after the beginning of the agreement.
4. In case of change of room or move to another hall of residence of the Studentenwerk, the Studentenwerk Giessen will charge an extra fee of 200 Euros.

§ 2

Tenancy period and right of residence

1. The tenancy period is determined in §§ 1 and 2 of the tenancy agreement.
A temporary limited extension of the lease period specified in § 2 of the rental agreement may be granted upon request by one of the Residence Hall Tutors.
2. The right of residence is defined by the regulations for the allocation of accommodation for the dormitories of the Studentenwerk Giessen in force at the date of concluding the rental agreement.
3. In the event that not all dormitories are occupied by entitled tenants, and no applications pursuant to § 2 section 2 are available, the Studentenwerk Giessen shall be entitled to conclude a special temporary rental agreement, limited to one semester, with students of other institutions.
4. Any tenant being entitled to live in one of the dormitories of the Studentenwerk Giessen, is obligated to prove his residence entitlement by submitting a valid certificate of enrollment at the start of the semester.
5. The tenant shall notify the landlord in case his or her right of residence has expired and thereafter move out of the Residence Hall by respecting the time periods set in §§ 5 and 20, section 4 of this rental agreement.

§3

Rent and deposit

1. The total monthly rent specified in the rental agreement shall include the monthly basic rent as well as the allocated operation costs and utilities. Operating costs and utilities are based on the actual cost situation.

This calculation is based on operating costs and consumption allocations of previous years in the dormitories.

2. In case of planning rent increases, or increases of operating costs, the landlord is entitled to take all the Halls of Residence or groups of the same economic unit operated by him or her as the basis of his or her calculation.

3. Before moving in, the tenant shall pay a deposit. The amount of the deposit is specified in § 2 section 5 of the rental agreement should not exceed 2.5 times of the total monthly rent.

Tenant's deposit may be used for the following purposes:

- a) damages caused by the tenant
- b) missing inventory parts or lost keys
- c) any other claims of the landlord

The deposit of the parts of the deposit, which have not been absorbed during the rental period shall be transferred to a bank account to be specified by the tenant and shall be returned within 10 weeks. If any claims as defined by § 3 a to c should arise during the acceptance after final inspection of the premises, the aforementioned period shall not apply. The security deposit shall not bear interest.

4. At termination of the lease, the tenant shall not be entitled to charge the contractually agreed rent against the deposit on his or her own initiative.

§ 4

Payment of the rent / delay in payment

1. The monthly rent is due on the first day of the month. It shall be paid by the third working day for each current month.

2. The landlord is entitled to debit the monthly rent from the tenant's account by using a SEPA direct debit scheme for transfers.

The tenant's account shall be debited not earlier than on the second working day of the current month. Furthermore, the parties hereby agree that with this debit agreement a written pre-notification is not applicable with the written direct debit agreement, for the parties know about the first transaction. Tenant shall ensure sufficient cover of the account.

3. If on the third working date no payment has been recorded on the landlord's account, the tenant is in late payment. In case of unpaid or returned debit, tenant has to contribute immediately to clarify this question. Tenant shall receive a written notice per letter or email and tenant shall immediately contribute to clarify this question. Any costs incurring by the bank institutes for the landlord which are not attributable to the fault of the Studentenwerk Giessen, shall be passed on to the tenant.

§ 5

Termination by the tenant

1. The tenant shall have the right to terminate the lease by the third working day of a calendar month at the latest (it applies the receiving date at the Studentenwerk Giessen) to take effect at the end of the following month after next by written declaration signed in the original.

§ 6

Termination by the landlord

1. The Studentenwerk is entitled to a right of termination of the rental agreement, as soon as his/her right of residency (in subsidized housing) no longer exists (§ 2, section 4).

2. The landlord may terminate the rental agreement without notice, in particular if the following conditions apply.

The following grounds may be:

- a) significant non-contractual use of the rented premises after previous warning by the landlord,
- b) rent arrears of more than two months' rent,
- c) no proof of residence authorization pursuant to § 2 section 4
- d) serious or continuing breaches of the House Rules and the General Lease Terms and Conditions,

e) significant negligent breach of duty of care by the tenant after previous warning by the landlord (inadequate cleaning of his/her room, mess state of the shared areas).

§ 7

Moving within the dormitories

1. Exchange of rooms or moving to another Hall of Residence location in accordance with § 1 section 4 is possible after written request and upon conclusion of a new rental agreement.

2. The tenant is obligated to make an appointment for a preliminary inspection with the landlord 14 days before his/her moving out.

The inspection of the rented premises using a written inspection protocol shall be conducted in mutual consent on the day of the tenant's move. Any defects pursuant to § 3 section 3 will be noted in the inspection protocol and the tenant will be charged accordingly.

3. The move shall take place on the first working day following the expiration of the old contract by 10.00 am. and for the start of the new contract from 2.00 pm on.

§ 8

Surrender of use

1. Any surrender of use to a third party shall not be admissible without the express approval of the landlord.

§ 9

Parking of motor vehicles and bicycles

1. The tenant shall be obligated to park his/her motor vehicle only in the especially designated parking spaces. Any vehicles that are parked outside of the parking spaces provided or contrary to traffic regulations will be towed at the owner's expense.

2. Motor vehicles and motor vehicle parts of any kind shall not be parked or stored within areas or buildings designated for residential purposes, or which are designated for the permanent use of people with the exception of the cellars.

3. Tenants shall not park their vehicles that are continuously not used or which are not police registered on the premises of the Studentenwerk's Halls of Residence. Vehicles that are parked there despite of the ban will be removed at the expense of the vehicle owners.

4. Tenants shall not carry out repairs of their vehicles on the landlord's premises and the immediate surroundings.

5. Landlord shall be entitled to demand an additional rental agreement to be concluded for using the available parking spaces or additional rent for the parking space to be paid, even after the start of the lease. As long as existing parking spaces can be used for free, this is a voluntary additional service provided by the lessor, and not part of the service guaranteed in the rental agreement.

6. Caretakers or house managers shall be entitled to record vehicle type and number of the vehicles used by the tenants in order to ensure that only tenants of the dormitories use parking spaces.

7. Tenants shall park their bicycles only in the provided spaces. Caretakers will compulsorily and without formal notice remove any bicycles parked in corridors, landings or in entrance areas (escape and rescue routes).

§ 10 Liability for damages

1. The inventory must not be exchanged between the different rooms. When moving in, the tenant recognises the accuracy of the inventory directory with his or her signature on the moving-in record.
2. Damage to and in the rented rooms must be reported to the landlord or its representatives in writing without delay. The tenant shall be liable for any damage and loss concerning the inventory and building that are found at the latest when he or she moves out, except if he or she has not culpably caused these. The tenant shall be liable in the same manner for any damage culpably caused by his or her family members, visitors, guests, suppliers, etc.
3. The replacement of luminaires and filter inserts for extractor hoods shall be at the tenant's expense. When the tenant moves out, new filter inserts in the same size and luminaires of the same wattage must be handed over. The luminaires and filter inserts will be issued and installed by the caretaker subject to a fee.
4. The tenant agrees to determination of possible damages by the Studentenwerk alone if the tenant does not schedule an appointment for joint inspection of the room with the student residence administration no later than two weeks before moving out.
5. The tenant accepts that the principle of joint liability for damage and loss applies to jointly used objects and facilities.

§ 11 Constructional changes by the tenant

1. The tenant must not perform any constructional changes.
2. Upon termination of the tenancy, the original condition of the rented rooms must be restored.
3. The installation of shelves, wallboards, clothes hooks, etc. using wall dowels shall only be permitted with the approval of the building management and in coordination with the caretaker.
4. Upon previous coordination with the landlord, the tenant may independently renovate the apartment at his or her expense. This renovation shall not include painting of the radiators, pipes, windows and doors or the use of varnishes.

§ 12 Constructional changes by the landlord

1. Upon advance announcement, the landlord may perform improvements and constructional changes that serve to preserve the building or rented rooms or to prevent threatening dangers or to remove damage, without the tenant's consent. As far as performance of the work is not reasonable for the tenant, another living space may be assigned to him or her as well (§ 1 section 2).
2. The tenant must tolerate access to the affected rooms for the duration of the work. Execution of the work must not be impaired or delayed by him/her.
3. The landlord has the obligation to perform the servicing, restoration or other constructional changes speedily and without any longer interruptions. The stress for the tenant must be kept as low as possible.
4. If such constructional changes are performed by third companies charged by the landlord, access to the rented rooms shall be permitted on working days, starting at 07.00 am.

§ 13

Diligence obligations of the tenant

1. The tenant shall be obligated to treat the rented rooms and the inventory introduced by the landlord with care, to service it and to clean it regularly.
2. The tenant shall be obligated to ensure sparing consumption of electricity, gas, water and heating.
3. The tenant shall be obligated to report any damage or interferences to the landlord or its representative without delay.
4. Any mobile electrical devices, etc., introduced by the tenant shall be kept in a technically impeccable condition. Any damage caused by defective devices shall be borne by the tenant.
5. Domestic waste and other wastes shall only be disposed of at the corresponding container locations of the residential facilities. Raw materials shall be sorted.
6. After absences of more than four weeks, every tenant must drain the stagnating water from the drinking water line in order to counter the possible development of legionella.
7. The tenant shall ensure sufficient ventilation in order to prevent the formation of mould.

§ 14

Personal property introduced by the tenant

Any personal property introduced by the tenant shall only be placed in the rooms provided for this purpose by the landlord.

§ 15

Disclaimer

1. The landlord shall be liable for injuries and property damage to the tenant and his or her visitors and any objects introduced by the tenant only in case of intent or gross negligence of the landlord and its servants.
2. The private property introduced into the rented room is not insured. The tenant shall ensure the conclusion of the corresponding insurances.

Note

It is recommended that every resident protect any objects introduced by the tenant from damage or loss by a household inventory insurance of the tenant or the tenant's parents.

§ 16

Keys

1. The landlord shall provide the tenant with one key/key set needed for proper use of the rented object.
The tenant commits to informing the landlord without delay if any key provided to him or her is lost. The procurement of replacement keys is only permitted to the landlord.
2. The tenant shall bear the costs for procurement of a replacement key.
3. The landlord shall further have the right to have the affected lock replaced at the tenant's expense if a key is lost.
4. Upon request, a second key can be provided against payment of a fee to the Studentenwerk Giessen.

5. The tenant shall not have the right to replace the lock installed by the landlord with one of his or her own.
6. When moving out, the tenant shall return any keys / locking card provided to him/her to landlord or the person charged by it within the meaning of § 20 section 2.
7. If a key / locking card from a main locking system is lost, the tenant shall bear the costs for replacement with a new locking system / partial locking system in order to avoid unauthorised use and to preserve the safety of the personal or communal property.

§ 17 Other obligations

1. The tenant shall support the employees of the Studentenwerk in meeting their official tasks and shall be obligated to avoid any interference for any other residents or neighbours, specifically during the time 10 pm to 6 am.
2. Pets are generally forbidden. This will lead to termination of the contract.
3. The tenant must not keep weapons of any kind in the student residence.
4. The tenant must strictly comply with all building-inspectorate and fire protection provisions. In particular, the storage of easily flammable materials and toxic substances in buildings or on the premises of the student residence in which the tenant lives is forbidden.

Smoking is generally forbidden in communally used rooms of the student residence (in part. hallways, stairwells, kitchens).

5. The rooms accessible to the general public in the student residence in which the tenant lives (communal kitchens, communal laundry rooms, hobby rooms, accesses, hallways, stairwells, etc.) shall be treated with care and shall always be kept clean. Signs, posters and other objects must only be put up on the areas intended for this.
6. The installation of outdoor aerials, satellite facilities and posters on the outer facade and the windows is not permitted.
7. According to the German registration act, the tenant is obligated to report to the registration authority within one week of moving in or out.
8. The tenant shall be obligated to ensure that any information from the landlord concerning the rented object can reach him/her quickly in case of extended absence.
9. In the interest of a smooth flow of information, it is mandatory that the tenant reports any changes to his or her main place of residence or home address and to his or her personal data to the landlord without delay.
10. Tenants who live in residential facilities of the Studentenwerk Giessen in which the Studentenwerk Giessen or the universities offer access to the university network or internet are not allowed to operate any private wired and wireless data networks.
11. Use of the internet connection at the location Giessen is subject to the usage rules for the information processing systems of the Justus-Liebig-University (university data centre).
12. Use of the internet connection at the location Friedberg is subject to the usage rules for the DFN communication services.
13. Use of the internet connection at the site Fulda is subject to the usage rules for the computers and networks at the University of Fulda.

§ 18

Landlord's access to the rented rooms

1. The privacy of the tenant shall generally be observed.
2. The landlord or its representative may enter the rented rooms upon advance announcement on working days in the time from 8 am to 4 pm in order to perform repairs or to inspect their condition. The condition should not be inspected during the time free of lectures. If access to the rented rooms is needed to perform repair measures during the period free of lectures, the landlord shall be obligated to inform the tenant about this in writing in time.
3. To prevent danger to life or health of a person and to prevent considerable property damage, access must be granted and enabled for the landlord or its representatives at all times.

§ 19

Inventory

1. The equipment of the room shall be listed in the inventory directory. The inventory directory must be signed at the latest after one week after commencement of the tenancy and returned to the landlord with the moving-in record.
2. Any inventory damaged or lost due to the fault of the tenant or his or her family members, visitors or guests shall be reimbursed by the tenant in the amount of the actual restoration or reacquisition of value.

§ 20

End of the tenancy /eviction claim

1. At the end of the tenancy, a meeting for preliminary inspection of the rented object must be scheduled with the caretaker/manager (at least 14 days before moving out). Any necessary cleaning, repair or improvement measures will be recorded during this meeting and shall be remedied by the tenant before he or she moves out if it is the culpability of the tenant.
2. The rented rooms shall be returned to the landlord or the person charged by the landlord in a thoroughly cleaned condition ready for further renting, with complete inventory and all keys, at the end of the tenancy. When moving out, the tenant shall inspect the premises together with the building staff, complete the moving-out record intended for this, have it signed by both parties and hand it over. The tenant must remove any personal objects he or she introduced from the rented rooms and the other rooms used. Otherwise, the landlord shall have the right to have the rented rooms opened and cleaned at the tenant's expense. The tenant shall assume the costs that arise from disposal of any introduced objects.
3. The tenant shall be liable for all costs that the landlord incurs due to delayed moving out, in particular also for any accommodation expenses for the tenant newly determined by the landlord.
4. Upon termination of the tenancy, the tenant shall clear the rental object by 2 pm on the last working day before the end of the contract. Moving out shall not be possible on Saturdays, Sundays and holidays. If the tenant does not meet this obligation, the contracting parties agree that direct possession of the rental object shall pass to the landlord at the end of the tenancy and that the landlord has the right, subject to the tenant's waiver of the objection of forbidden unauthorised action, to occupy the rented object again three days after issuing an unsuccessful demand that the rooms be cleared, and to keep the objects introduced by the former tenant in custody.

The former tenant hereby expressly declares that he or she transfers possession and title in the objects kept in custody to the landlord after the end of one year.

§ 21
Other agreements

1. Other agreements shall only be valid if they are made in writing and signed by the tenant and the landlord.
2. Please note that the Studentenwerk will store personal data that are needed for legal compliance with the tasks of residential administration and rent settlement.
3. The tenant is provided with the house rules upon conclusion of the rent agreement, which shall be part of the rent agreement.
4. Any invalidity of one or several provisions of this contract shall not affect the validity of the remaining parts of the contract. If any provision is void, it shall be replaced by the corresponding statutory provision.
5. Earlier agreements reached between the parties shall be revoked by this contract.

§ 22
Duty of notification according to the German Consumer Dispute Resolution Act

Studentenwerk Giessen is neither willing nor obligated to participate in a dispute settlement procedure before a consumer-enforcement agency pursuant to the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz).

However, as specified in the legislation of the Consumer Dispute Resolution Act, we have to inform you about the responsible body for settling consumer disputes.

General Office for Consumer Dispute Arbitration of the Centre for Arbitration, Strassburger Str. 8, 77694 Kehl, Internet: www.verbraucher-schlichter.de

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