

GENERAL RENTAL CONDITIONS

of the Studentenwerk Halle, public-law institution

in the version dated 2021-04-28



Studentenwerk Halle

... für Dich da ...

1. Eligibility for residence

1.1 The guidelines of the Studentenwerk Halle on the application and allocation procedure for dormitory spaces regulate the eligibility of students.

1.2 Students who have already had a previous rental relationship terminated by the Studentenwerk due to a breach of contractual obligations or who have outstanding rental or other financial liabilities toward the Studentenwerk are not eligible for housing.

1.3 In order to prove eligibility for housing, the tenant must submit a valid enrollment certificate immediately, but no later than four weeks after moving in, and submit a valid enrollment certificate without being asked for it each subsequent semester, at the latest, by 31.10. (winter semester) or by 30.04. (summer semester).

2. Deposit

2.1 Before moving in, the tenant must pay a deposit of three months' base rent rounded to a full 10.00 EUR and up to a maximum of 350.00 EUR by transfer to the account specified by the Studentenwerk or by paying in cash.

2.2 In accordance with § 551 Para. 3, Sentence 5 BGB, the deposit does not bear interest. The parts of the deposit that have not been offset must be transferred to the tenant's specified account immediately after the end of the tenancy, but no later than six months. In the case of a transfer to a foreign account, the Studentenwerk is entitled to deduct the transfer costs incurred from the payment amount.

2.3 After three years have lapsed following the due date, the deposit will be forfeited in favor of the Studentenwerk if repayment is not possible for reasons for which the tenant is responsible, such as failure to provide current contact details or bank details.

2.4 The tenant is not entitled to offset the agreed rent against the deposit upon termination of the tenancy.

3. Moving in/relocation

3.1 Unless otherwise agreed between the Studentenwerk and the tenant, the keys for the rental property will be handed over between Monday to Friday from 8:00 am to 3:00 pm.

There is no entitlement to the handover of keys on Saturdays, Sundays and public holidays. Individual key collection outside of these times or via authorized third parties must be agreed upon in advance with the property management.

3.2 When the keys are handed over, the condition and completeness of the rental property as well as the number of keys handed over are documented in a handover protocol to be signed by the Studentenwerk and the tenant. For all changes to and in the rental property after the handover of the keys, the tenant must prove that these are only due to general usage.

3.3 The tenant is not entitled to replace the locking cylinder installed by the Studentenwerk with his/her own. If a key is lost, the Studentenwerk may demand reimbursement of the costs for installing one or more new locking cylinders (locking system), provided that the replacement is necessary to exclude misuse or to protect other tenants (e.g., shared accommodations).

3.4 Moving to another room in a dormitory is only possible after a substantiated application has been made with the approval of the Studentenwerk and after a new rental agreement has been concluded. There is no legal entitlement to this. An approved move is only possible if the previous room has been handed over in a damage-free condition. The deposit paid will be automatically settled in the event of a damage-free handover. An administrative fee of

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25.00 EUR is due for each move. The administrative fee must be indicated on the move application and is due with the first rental payment of the newly concluded rental agreement.

4. Rental period/duration

4.1 The rental period begins on the date agreed in the rental agreement. It ends with a time limit at the end of the semester (31.03. and 30.09. of a calendar year). Unaffected by this, however, the tenancy is automatically extended by another semester, in principle up to a maximum of six semesters, unless one of the contracting parties terminates the rental agreement two months prior to the expiry of the tenancy.

After the end of the standard period of residence, the Tenant may apply for the rental agreement to be extended a maximum of twice and for one semester at a time. There is no legal entitlement to this.

4.2 If the tenant continues to use the rental property after the end of the rental period, the rental relationship is not considered to be extended. § 545 HGB (Commercial Code) is expressly excluded.

5. Rent/payment of rent

5.1 The tenant pays a rent consisting of the base rent, the flat-rate for operating costs, a flat-rate for furniture and/or a surcharge for third-party provision. The list of the flat-rate operating costs is comprised of the current version of the Operating Costs Ordinance as well as the costs for electricity, cable/TV and data network (internet).

5.2 If, contrary to Section 1.3, the tenant does not present a valid enrollment certificate or does not present it in a timely manner, he/she must pay a surcharge of 25.00 EUR per month.

5.3 In principle, the full monthly rent is due for payment. As an exception, only half of the monthly rent

is due for payment if it has been agreed in writing between the parties that the moving in will only take place after the 15th calendar day of a month.

5.4 Before moving in, the tenant pays the first monthly rent as an advance payment and sets up a corresponding account for debiting the further monthly rents and provides the Studentenwerk with a SEPA direct debit mandate. In general, all further rents will be withdrawn from the tenant's account in favor of the Studentenwerk in the course of the SEPA direct debit procedure. The tenant must ensure that there is sufficient coverage at all times on the rental debit account specified by him/her.

The first SEPA direct debit is due on the 10th banking day with each subsequent direct debit on the 6th banking day of the current month. Insofar as the tenant does not provide the Studentenwerk with a direct debit authorization, the base rent shown in the rental agreement increases by 5.00 EUR per month due to the administrative work involved. A separate notification regarding this is not required.

5.5 If, for reasons for which the tenant is responsible, a direct debit cannot be executed or if the rent is not paid or if the rent is not paid on time, a fee of 3.00 EUR will be charged for each payment reminder, insofar as the amount to be dunned exceeds 10.00 EUR.

5.6 The obligation to pay the full rent continues to exist until the end of the rental agreement and remains so even in the case of an early move-out or an early return of the rental property.

6. Rent adjustment

6.1 If the base rents, operating costs and flat-rate for furniture change, the Studentenwerk may adjust the corresponding rental components by means of a unilateral declaration within the framework of the statutory provisions.

The Studentenwerk must inform the tenant of the

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changes in writing. Insofar as the tenant information is made known to the tenant no later than 10 weeks before the end of the rental period, the new rental components come into effect at the beginning of the next semester (01.04 Summer semester or 01.10 Winter semester of each calendar year).

The tenant has no special right of termination in the event of a rent increase. According to § 549 Para. 3 BGB, the special right of termination according to § 561 BGB does not apply to living spaces in student dormitories.

7. Obligations of the Tenant

7.1 The tenant is obliged to immediately report all personal data changes during the rental period to the housing agency in text form, in particular, but not limited to:

- *Change of name,*
- *Information regarding a child who lives in the dormitory,*
- *Change of primary residence address as well as the correspondence address,*
- *Change of banking details,*
- *Change of contact details (e-mail-address, telephone number)*

7.2 The tenant may exclusively use the rental property for residential purposes. Use, including the data network, for commercial purposes is not permitted.

7.3 The rental property, including the rooms and facilities to be commonly used, as well as the associated inventory and other accessories, must be treated with the necessary care. The property manager must be notified immediately of any arising damage, identified defects or operational disruptions.

7.4 Structural changes as well as installations and conversions of any kind by the tenant are not permitted unless this is otherwise agreed in writing bet-

ween the parties.

7.5 The quiet time from 11:00 pm to 6:00 am must be strictly observed. All noise pollution is to be avoided.

7.6 Keeping animals in the dormitory is generally not permitted.

7.7 Motor vehicles, motorcycles or bicycles may only be parked in the designated parking spaces. For reasons of preventive fire protection, the designated escape and rescue routes must be kept clear and must not be obstructed. Bicycles parked illegally will be removed immediately without notice and stored in a locked room. In the event of loss or damage, the Studentenwerk is only liable in the event of willful intent or gross negligence. Costs for the replacement of a necessarily destroyed bicycle lock will not be reimbursed.

7.8 The tenant must observe the notices and announcements/notifications published by the Studentenwerk by e-mail. He/she must ensure that his/her postal mailbox for mail delivery is emptied at regular intervals or that an authorized representative takes over the emptying or forwarding during his/her absence. The incoming mail to the mailbox for the address that is provided to the Studentenwerk must also be checked at least once a week.

7.9 The installation and operation of private appliances such as washing machines, dryers and dishwashers in the living areas is not permitted.

7.10 If the rented room is part of a shared accommodation with commonly used spaces, the cleaning of these common spaces is the responsibility of each individual tenant of the shared accommodation unless otherwise agreed. If the cleaning is inadequate, the Studentenwerk may, after an unsuccessful warning, have these rooms cleaned itself or by specialist companies. The tenants of the shared accommoda-

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tion are jointly and severally responsible for the costs incurred.

7.11 Smoking is prohibited in stairwells, hallways and common facilities/spaces and kitchens.

7.12 The tenant is obliged to comply with the fire protection regulations and the conditions of use for the data connection as well as the existing house rules of the Studentenwerk and to notify the property manager immediately of any violations.

7.13 In the living area used by the tenant alone, it is the tenant's responsibility to purchase replacement light bulbs.

7.14 In order to combat disease-causing Legionella in the hot water heating systems, the hot water is thermally heated during the night from Tuesday to Wednesday between 3:00 and 7:00. In order to avoid injuries, particularly scalding, the tenant must ensure that hot water is drawn off with the appropriate care and with the addition of cold water.

8. Maintenance/Remedy of defects

8.1 The tenant must tolerate maintenance measures and the elimination of damage and defects as well as structural changes. The Studentenwerk must inform the tenants of these within a reasonable period of time before the beginning of the measures.

8.2 Insofar as is necessary, the tenant is obliged to move into another room offered by the Studentenwerk for the duration of the construction work.

9. Subleasing

9.1 The rented living space may not be subleased.

9.2 The tenant is entitled to receive visitors. However, only a temporary stay of a maximum of 14 days within a semester is considered as a visit. In the

case of shared accommodations, the consent of the roommates is required. If the other tenants are disturbed by a visitor, the Studentenwerk is entitled to expel the visitor from the dormitory on the basis of its house rules.

9.3 The Studentenwerk is entitled to terminate the rental agreement without notice if the tenant consigns the rental property to a third party despite a written warning.

10. Rights of the Studentenwerk

10.1 The Studentenwerk and its agents are entitled to enter the rental property on workdays, during normal business hours and with advance notification, particularly for the purposes of checking the condition, conducting necessary maintenance and repair or pest control work as well as reading measuring devices insofar as the tenant does not expressly object to the access following the notification.

10.2 The Studentenwerk is authorized to access the common areas of the respective shared accommodations. The tenant expressly agrees to this and that the Studentenwerk may keep a duplicate key, secured from any unauthorized access, in a safe/lockbox.

10.3 If the tenant refuses or prevents access to the rental property despite prior written information or information posted on the notice board, the Studentenwerk may enter the rental property in the presence of a third party after an extension of time has expired.

10.4 In the event of imminent danger, in particular to avert danger to life and health of people and to avert significant damage to property, the Studentenwerk or its representatives are permitted to enter at any time without prior notice.

10.5 If the Studentenwerk determines after the end of the tenancy that the tenant has left behind items

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brought into the rental property, the Studentenwerk may newly assign the rental property and clear out the items brought in by the former tenant. Items with a recognizable individual value of 100.00 EUR or more will be placed into storage. The Studentenwerk is not liable during the maximum storage period of one year. The former tenant agrees that the items will be destroyed after the storage period has expired.

10.6 The Studentenwerk is entitled to have vehicles towed away at the expense of the vehicle owner in the event of imminent danger or in the event of hindrance to supply or disposal if these vehicles have been parked or left in areas of the Studentenwerk that are not designated as parking spaces.

11. Liability

11.1 The lessor's strict liability for initial material defects in the rental object is excluded. The statutory regulation on initial legal defects remains unaffected.

11.2 Otherwise, claims for damages by the tenant, including those arising from unauthorized actions, may only be asserted insofar as they are based on:

- a) intent or gross negligence of the lessor or their vicarious agents, or
- b) the negligent violation of a material contractual obligation by the lessor or their vicarious agents, or
- c) a negligent breach of duty of the lessor or their vicarious agents leading to injury to life, limb or health or sexual self-determination, or
- d) the absence of a guaranteed feature of the rental object, or
- e) a mandatory statutory liability of the lessor or their vicarious agents.

11.3 The lessor is not liable for moisture damage to the items brought in by the tenant or third parties unless this is caused by intent or gross negligence. The burden of proof that the lessor has not acted with intent or gross negligence remains with the lessor.

11.4 If the electricity, gas or water supply or the drainage is interrupted by a circumstance for which the lessor is not responsible or if floods or other disasters occur, the tenant has no claims for compensation against the lessor.

11.5 The above exclusions and limitations of liability do not apply if an insurance policy taken out for the benefit of the lessor is obliged to pay.

11.6 The tenant is liable for all damage or defects that have arisen as a result of culpable breach of the obligations incumbent on him/her under the tenancy. He/she is also liable for damage caused by visitors or guests of him/her as the tenant.

11.7 If the cause of damage in shared accommodations and double apartments cannot be determined, the tenants of these shared accommodations or double apartments are jointly and severally liable for damage to the rental property.

12. Moving out

12.1 No later than four weeks before the end of the tenancy, the tenant must make an appointment with the property manager for the preliminary acceptance of the rental property. The preliminary acceptance serves for a joint inspection of the rental property with the aim of giving the tenant the opportunity to have identified defects and damage remedied or eliminated at his/her own expense by a suitable specialist company or in a professional manner by the end of the rental period/return of the rental property at the latest.

If such an agreement for the preliminary acceptance of the rental property does not occur, the defects and

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damage identified by the Studentenwerk when the rental property is returned will be remedied after the moving out and at the expense of the Tenant by means of replacement itself or by a contracted specialist company. For the period in which the rental property cannot be rented as a result of the elimination of defects unduly caused by the Tenant, the Studentenwerk is entitled to compensation from the tenant in the amount of the total monthly rent.

12.2 The moving out is based on the requirements for moving in named under Section 3.1.

12.3 When moving out, the condition and completeness of the rental property as well as the number of keys returned are documented in a handover protocol to be signed by the Studentenwerk and the tenant.

13. Termination of the tenancy

13.1 The rental relationship ends according to Section 4.

13.2 The tenant may terminate the tenancy prior to the expiry of the contractually agreed rental period by observing a notice period of one month and submitting the certificates or contracts mentioned under Sections 13.2.1 to 13.2.4 at the end of the month if there is good cause for this. In addition to the reasons specified in the civil law, good cause for termination on the Tenant's side only exists due to conditional discontinuation if:

13.2.1 a current de-registration certificate is presented, or

13.2.2 a verifiable leave of absence from the studies has occurred, or

13.2.3 an internship that is necessary for university or technical college studies and has been confirmed by the relevant study institution is undertaken

outside the study location beyond a distance of at least 30 km, or

13.2.4 a demonstrably necessary move from the place of study beyond a distance of at least 30 km is necessary for the preparation of a thesis.

After receipt of the notice of termination together with the required recognized documents, the rental agreement will be terminated by mutual agreement and under observance of the one month notice period.

13.3 The lessor's termination is regulated in § 573c BGB and § 543 BGB.

13.4 As a general rule, the Studentenwerk may only declare termination of the tenancy without notice after an unsuccessful warning and upon presentation of good cause. In addition to the reasons specified in the civil law, there is also good cause for the Studentenwerk to terminate the tenancy without notice if:

13.4.1 it is not proven that an eligibility for residence exists or has lapsed, or

13.4.2 the deposit is not paid, is not paid in full or is not paid on time, or

13.4.3 a moving out from the rental property is actually required due to maintenance measures to be conducted, or

13.4.4 there is a rent arrears of at least 2 or more monthly rents, or

13.4.5 use of the rental property in violation of the rental agreement (including the data network belonging to the rental property) is ascertained, or

13.4.6 the rental property is not treated with the necessary care and carefully cleaned, or

13.4.7 after an unsuccessful warning, an unautho-

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rized subleasing is illegally continued.

14. Data protection

14.1 The tenant is aware that the Studentenwerk stores the personal data and the social status of the tenant. This data may be transmitted to third parties (e.g., investigating authorities, offices, etc.) within the scope of the intended purpose, taking into account the respective data protection regulations.

15. Final provisions

15.1 The General Rental Conditions in the version dated 2021-04-28 will become effective on 2021-10-01. And with this, the General Rental Conditions as amended on 2013-12-20 will no longer be effective.

15.2 If and to the extent that one or more provisions of these General Rental Conditions violate a mandatory statutory provision, the corresponding statutory provisions will take their place. The same applies in the event that there are regulatory gaps in these General Rental Conditions.