

HOUSE STATUTE

Student Center HAGENBERG of the OÖ. Studentenwerk

Association Address: A-4040 Linz, Julius-Raab-Straße 10

1. The Association

The student dormitory is the property of the OÖ. Studentenwerk- Association for the Professional Advancement of Future Generations in the OÖ. Economy- and is based in Linz. According to association laws, the OÖ. Studentenwerk is a constituted association. The association is nonpolitical, serves the public good, and forbids every intention of earning a profit.

2. Purpose

The purpose of the OÖ. Studentenwerk is the professional advancement of young students, especially the advancement of the academically inclined future generations from Upper Austria (OÖ.), according to the principles of a Christian ideology and the social market economy. This advancement is carried out through the allocation of grants to Upper Austrian students in need, as well as through the construction and maintenance of student dormitories, boarding schools, cafeterias and other establishments, and finally in the education that serves the purpose of the association.

3. Administration

The management of the dormitory and the supervision of the staff are overseen by the house administration, which is under the control of the management and appointed statutory organs of the association.

4. The Granting of a Dormitory Room

- a) According to article 4 of the student dormitory law (STHG), rooms can only be guaranteed to students who are Austrian citizens and who fulfill the dedicated purpose of the association. This also includes scholarship holders from abroad, refugees, as well as students from South Tirol. A legal claim on a room does not exist.
- b) The respective granting of a room occurs as a result of a written application, which is to be turned in to the Student Center Hagenberg, Softwarepark 23, 4232 Hagenberg, by June 25th for the winter semester and February 15th for the summer semester respectively.
- c) A room is assigned from September 15th to 12:00 PM on July 15th of the following year. For those who wish to remain in the dormitory for the rest of the year, a place can be made available upon request.
- d) Rooms are assigned based on the dedicated purpose of the OÖ. Studentenwerk with special consideration taken on the economic and social status and the individual student success (according to the student advancement law). As a matter of principle, the applications are processed in the order of receipt.
- e) As long as the maximum capacity of the student dormitory is not reached by students in need (according to the student advancement law), the remaining rooms can be distributed to other applicants.
- f) Within 8 days of receipt of the contract of use, the contract is to be returned, signed in duplicate, and the fee agreed upon in the contract paid by bank transfer.
- g) The granting of a room does not result in the entitlement to a particular room, even when the room has already been assigned, and throughout the school year the room can be taken as a result of required building renovations. The allocation of rooms occurs primarily through the house administration, and the assignment of the individual rooms under the instruction of the house representatives.

- h) A termination from the occupant is possible according to the respective agreements and regulations of the contract of use. The OÖ. Studentenwerk can terminate the contract of use according to Article 12 of the student dormitory law.

5. Proof of Study (Criteria according to the student advancement law and the family encumbrance adjustment law)

- a) The grade point average of the final school report or the proof of respectable academic studies at other academic institutions (such as a transcript) is applicable in the granting of a dormitory room.
- b) An academic transcript from the last completed academic year is to be provided for a continuation of a room grant.

6. Usage Fee

- a) The monthly usage fee is fixed for the respective academic year according to article 13 of the STHG, and it is considered to be agreed upon that an increase of the usage fee during this period of time can only result as a provision for a rise in cost of tariffs, taxes, fees, wages, and salaries during this time.
- b) In the case that an applicant is allocated a room, the usage fee for the full month is to be paid without consideration of how much time the occupant actually utilized the room.
- c) The monthly usage fee is due on the 15th of the respective month by bank transfer, namely September 15th with the final payment being on June 15th.
- d) Correspondingly, the regulations for motor vehicle parking are applicable.
- e) The legal representative (parents/guardian or co-signer of the contract, from here on referred to as the legal representative), together with the student dormitory occupant, is liable to pay the fee of use, the community insurance, the payment of liability as a security deposit, as well as for any reimbursements needed to pay for any additional damages to the property.

7. Registration

The signed visitor contract and passport are to be given to the concierge upon arrival at the student dormitory.

The official registration with the authorities is carried out by the administration. The registration form is to be filled out before the issuance of the room keys. Given that the residence is considered to be temporary for the purpose of study, according to registration law, **the room cannot be registered as the principal residence of the occupant.**

The occupant is to report to the dormitory administration within three days after arrival at which point the dormitory identification card will be issued.

8. The Room and Community Areas

- a) The dormitory rooms are considered to be the living areas with entryway, shower and wc, and possibly a small kitchen.
- b) Within the dormitory establishment, the community rooms including the furnished kitchens and lounges, as well as the music room, table tennis rooms and community laundry rooms in the basement are available for use.
- c) As a matter of principle, all community rooms within the dormitory are equally available to all occupants. Cooking is only allowed in the community kitchens and all perishable food must be kept within the kitchen. All community rooms are to be used in a clean and hygienic manner. Disorder and uncleanliness are to be taken care of immediately by the person who caused it.
- d) It is requested of every dormitory occupant that the community facilities and the assigned rooms are treated with care. As a result of the method of construction (drywall with carpeting), pictures, posters, etc. can only be hung on the walls with thin pins. (The person responsible for the damages is liable according to point 12 of the house statute.)

- e) Water, electricity, and heaters are to be used sparingly. In longer periods of absence the electrical appliances are to be completely turned off (no standby), the windows closed, and the lights turned off.
- f) As long as the dormitory occupant does not report any damages upon receipt of the room, it is assumed that the room and its furnishings have been received in good condition. At the end of the contractual agreement of use, the room and its furnishings are to be returned in the same good condition that it was found in.
- g) Exchanging furniture between the individual rooms is not allowed. The installation of private furniture within the dormitory as well as all changes made within the dormitory rooms needs the explicit approval of the dormitory administration.
- h) At the receipt and return of the dormitory room, a protocol on the condition and possible damages within the room is to be gone over together with an employee from the dormitory administration. In the case that damages are found that are not found on the allotment protocol, as well as in the case when the protocol compilation has been omitted, the occupant or occupants are to be found either individually or, if the case may be, partially liable for those damages.
- i) Entrance into other people's rooms is only allowed with the permission of the respective dormitory occupant (from here on referred to as the occupant) of that room.
- j) The rooms are cleaned by the housekeeping staff and therefore need to be accessible from Monday to Friday between 8 AM and 4 PM.
- k) The windows of the rooms are to be closed even during short absences, with the primary reason being to avoid breakage.
- l) Shaving appliances, radio and television appliances, as well as recorders can be plugged in and used in the rooms. Authorization from the post office is needed for the use of radio, television and radio transmitting appliances. The use of hot plates, fan heaters, irons, etc. is not allowed within the rooms. The use of electrical appliances must be aligned with the Austrian Electrotechnical Association (ÖVE) regulations. The occupant is liable for any damages caused by the electrical appliances referred to.

9. Miscellaneous Facilities

All miscellaneous facilities, such as the cafeteria, sport and recreational facilities, are available for the occupants to use within the specified opening hours and with the usage fees that have been determined by the administration. These facilities are run independently from the student dormitories and are therefore operated as independent financial establishments. This also applies to the guest facilities.

10. Keys

- a) Every occupant receives a key that unlocks both the individual dormitory room and the entrance to the building, which is closed after 10 PM.
- b) For reasons of convenience (loss, telephone inquiries, etc.), the keys should be turned in to the concierge without fail in the case that the occupant will be gone for more than 48 hours. The loss of the room keys is to be immediately reported to the dormitory administration and the cost for the replacement keys is to be paid in cash. The room keys may not be given to others since they are a part of the secure locking network.
- c) The concierge services are available 24 hours a day.

11. OÖ. Studentenwerk Liabilities

- a) The OÖ. Studentenwerk is liable to the occupants for damages that occur within the building only after legal determination has been made that the damages are at the fault of the student dormitory. Damage claims must be reported immediately and in written form to the administration.
- b) A liability for money, jewelry, and other articles of value exist only when they are given to the administration for safekeeping.

- c) The use of the sport and recreational rooms are at the occupants own risk.
- d) The OÖ. Studentenwerk is not liable in the case of damages that occur as a result of an act of nature beyond control or through failures due to power loss to the student dormitory. This especially applies to personal computer damages or loss of data.
- e) The use of the parking area of the OÖ. Studentenwerk is at the occupant's own risk under adherence to the parking rules. Illegally parked motor vehicles will be towed at the owner's expense.

12. Liability of the Dormitory Occupant and the Legal Representative

- a) Every occupant and his or her legal representative respectively are liable for all damages caused by the nonobservance of the house statute or, more generally, all damages deemed to be at the fault of the occupant.
- b) Within 14 days after the receipt of the contract of use, the housing insurance (due once per academic year at the time of moving in) and a payment of liability in the amount of a least once months rent is to be paid. This payment of liability serves the purpose of a deposit for damages caused to the facilities, as payment of liability for the room and post box key as well as for the repair of any other damages. As long as there are no outstanding payments to be made to the dormitory association, this payment will be immediately returned in full at the time of the final termination of the contract. A possible interest yield from the payment of liability from the current dormitory establishment may be applied. Furthermore, the OÖ. Studentenwerk can at any time demand additional security steps, for example a bank guarantee, debit order, etc.
- c) Every occupant is also liable for all wear that exceeds the normal degree of use, for example extremely smoky drapes, unclean carpeted floors etc. The repair of the damaged articles to the proper original condition is at the cost of the occupant.
- d) For damages in which the culprit cannot be identified, all occupants of the respective floor or the entire dormitory community are jointly liable.
- e) At the beginning of the academic year, the occupant is insured within the coverage of the community insurance for damages that are caused to the building and inventory. The premium is divided between the occupants and is due along with the payment of liability. As a matter of principle, deliberate and wantonly negligent damages to the property as well as bodily injury are excluded from this insurance.
- f) All cases of damage are to be reported immediately and in written form to the dormitory administration.

13. Avoidence of Unnecessary Noise

- a) As a general rule, the rooms, stairways, hallways, and community rooms are to be kept quiet and the occupants are asked to be considerate of others at all times, especially when playing music, singing, listening to the radio, watching television, or using the computer.
- b) Quiet hours between 11 PM and 7 AM are especially to be considered, so that the rest of the occupants as well as the occupants in the neighboring buildings are not disturbed. This pertains especially to the motor vehicle parking areas, entryways, and building entrances.

14. Events

- a) Events within the building that are in observance with the security and noise ordinances, and especially with the fire and police ordinances, are allowed. They must be announced to the dormitory administration at least eight days before the event date and may not contradict the dedicated purpose of the dormitory association.
- b) Events in the rest of the dormitory areas are to be presented to and approved by the dormitory administration up to eight weeks after the begin of the winter semester and four weeks after the begin of the summer semester respectively in the form of a semester program. All regulations such as the management rules, trade regulations, tax regulations, etc., apply to such events.

- c) Only one physical person can be responsible for each event.

15. Report of Sickness

Diseases and accidents are to be reported immediately to the dormitory administration or, in the case of their absence, to the concierge.

16. Animals/Weapons

No animals are allowed to be kept and no weapons are allowed to be brought into the student dormitory.

17. Parking

- a) The use of the parking lot including motorcycle parking and bicycle racks is included in the cost of use.
- b) The use of parking and entryway areas must comply with the principles of the road traffic regulations (StVO).
- c) The designated areas for parking and traffic are to be strictly observed. Entryways, fire department access areas, and handicapped parking are to be kept free at all times!
- d) Illegally parked motor vehicles and other similar objects will be removed at the expense of the dormitory occupant or owner according to article 19 of the Civil Code of Austria (ABGB).

18. Flyers

Flyers may be hung up in the dormitory by the dormitory occupants as long as they are put up on the dormitory administration flyer boards. Other flyers must be approved by the dormitory administration.

19. The Distribution of Mail into Post Boxes

- a) The distribution of written documents into the post boxes is primarily the responsibility of the employees of the student dormitory or the post office itself. The personal messages between the occupants are the exception.
- b) Mass distributions are normally set aside and can be taken by the occupants at their own will. Other written documents can be distributed into the post boxes provided that original voucher copies are approved by the house administration.
- c) The dormitory association can prohibit the distribution of these articles if the contents conflict with the designated purpose of the dormitory association, is against respectable morals, or deals exclusively with advertising materials.

20. Generation of Revenue

- a) The dormitory cannot be used as the headquarters of commercial activities.
- b) As long as licensed businesses of the house administration are available, no similar businesses can be established.

21. Dormitory Staff

- a) Employees of the student dormitory are not allowed to be used for personal services and the occupants may not make personal requests to the employees.
- b) Complaints and requests are to be directed to the dormitory administration.
- c) The concierge relays calls and announcements as long as internal calls are not blocking the line and the concierge is not kept from his or her work. Personal mail, such as letters, cash sent to the occupant, and packages are to be picked up at the concierge, where personal identification will be checked. The additional responsibilities of the concierge include the observance of the fire reporting station, the elevators, supervision of the side entrances, and much more.

- d) The housecleaning staff may enter all rooms at any time according to point 8j. The statutory organs of the OÖ. Studentenwerk and the house administration are allowed to enter the living areas only with prior notification. In the avoidance of an immediate threatening hazard, an announcement before entering a dormitory room is not necessary. This is also applicable for the time during preparation and subsequent work.

22. Guests

- a) As a basic rule, occupants can receive guests in the student dormitories of the OÖ. Studentenwerk.
- b) The occupant being visited is to make sure that the visitor behaves him or herself according to the terms and regulations of the current house statute and house ordinance and complies with the rulings made by the house administration or a representative as far as the house statute and house ordinance are concerned. In the case of damages to the furnishings or the building itself by guests, the occupant being visited will be held liable by the OÖ Studentenwerk for those damages.
- c) In the case of visitors in double rooms, the consent of the second occupant is required.
- d) The use of the room (sleeping, showering, etc.) is not allowed for visitors and the entrance and use of community rooms, such as the table tennis rooms, the music room and the kitchens is only allowed in the presence of the occupant. The visitor is allowed to use these rooms at his or her own risk.
- e) The living or sleeping over of people who do not live within the dormitory is not allowed in the rooms of the occupant. Guest rooms are available to visitors and guests upon payment for these rooms. Guests found within the house between 12 AM and 7 AM, are to register themselves in person in the police registration book as a guest according to the regulations of the current version of the registration law.

23. The Cancellation of the Dormitory Room

A cancellation of a dormitory room or the early termination of a contract of use is only acceptable in a written and registered form according to article 12 of the student dormitory law and point 4h of the house statute. Confirmation rests with the occupant. In any case, at the expiration of the contract, the room is to be returned on the last day of use, cleaned without being requested, swept clean, and in the condition it was left in by 12 PM.

24. Representation of the Occupant's Interests

- a) The representation of the interests of the student occupant rests with their chosen representative.
- b) The regulations stated in the student dormitory law, the house statute, and the house regulations apply to the cooperation between the chosen representatives and the OÖ. Studentenwerk and their choice.

25. Fire Safety Regulations

General Fire Safety Measures

- a) The observance of order and cleanliness is a fundamental requirement for fire safety and the general security of the dormitory residents.
- b) The forbiddance of smoking as well as the handling of fire is to be abided by in the areas where warning and information signs have been obviously placed (rooms, hallways, elevators, etc.).
- c) Smoking in bed is forbidden.
- d) The use of candles is strictly forbidden. In the case of an emergency (a long power outage), candles may be used under constant supervision and they must be placed at least one meter from flammable objects (such as drapes) on an inflammable base.
- e) Escape routes and other routes are to be continuously kept clear in their entire width.
- f) The usability of all exits in hazardous situations must be guaranteed.

- g) Firefighting and fire detecting equipment may neither be moved nor placed out of sight.
- h) Damages or dysfunction of electrical equipment is to be reported immediately to the person appointed to fire safety issues (house administration or at the reception).
- i) Products of cigarettes (cigarette ashes, cigarette butts, matches etc.) that are still glowing (warm) are not to be disposed of in the waste baskets.
- j) No flammable objects are to be stored near the cooking equipment.
- k) The storage and use of flammable liquids (petrol, ethyl alcohol, liquefied gas etc.) as well as the placement of spray cans that are filled with liquid gas is not allowed in the proximity of cooking equipment and heating appliances, as well as in the living areas.
- l) The use of heating and cooking equipment outside of the kitchen is not allowed.

How to Behave in the Case of a Fire:

- a) Keep calm and level-headed.
- b) Immediately report the fire to the house administration or the concierge on duty.
- c) Notify the fire department immediately either by sounding the fire alarm or calling the emergency telephone number "122".
- d) Do not use the elevators in the case of a fire.
- e) Close the windows and doors of the rooms affected by the fire.
- f) If the emergency exits are no longer usable due to fire or smoke, stay in the room, shut the door, open the window and get the attention of the relief units.
- g) At the sound of a fire alarm, leave the building by following the marked emergency exits.

26. Statutory Provisions

The important statutory provisions apply to the student dormitory, the individual facilities within the buildings, and has legal validity for the occupants, including but not limited to, the student dormitory law, the association regulations, the federal fiscal codes, organized event laws, the trade, commerce and industry regulation act, registration law, fire safety regulations, tax law, the city of Linz ordinance etc. Changes of the law or official regulations may result in a modification of the house statute.

27. Recognition of the House Statute

The house statute is an integrated component of the Contract of Use and the Visitors Contract.

Linz, 6-15-2001

OÖ. STUDENTENWERK

The Business Management

**The Executive Board
The Administrative Committee**