

STUDENT RESIDENCE STATUTE

International Student Centre JULIUS RAAB

of ÖÖ. Studentenwerk, seat of the association: Austria, 4040 Linz, Julius-Raab-Straße 10

1. Legal entity

The Student Residence is owned by "ÖÖ. Studentenwerk–Verein zur Förderung des beruflichen Nachwuchses in der öö. Wirtschaft" with its seat in Linz.

ÖÖ. Studentenwerk is an association constituted under the Austrian Clubs and Associations Act ("Vereinsgesetz"). It has no political affiliation, is non-profit-oriented and excludes any intention of making profits.

2. Purpose

ÖÖ. Studentenwerk seeks to support young students, in particular the next generation of Upper Austrian academics, on the basis of Christian moral principles and social market economy. It provides support by offering grants to Upper Austrian students with social needs and by establishing and maintaining student residences, boarding schools, canteens and other operations as well as educational work in keeping with the association's purpose.

3. Management

The management of the Student Residence and the supervision of staff is the responsibility of the Student Housing Administration, which is subordinate to the association's representative bodies and management.

4. Granting of a housing unit

- a) Accommodation will only be granted to students in keeping with § 4 of the Student Housing Act ("Studentenheimgesetz") who are Austrian citizens and comply with the relevant purpose. Foreign scholarship holders, convention refugees and students from South Tyrol shall have the same status. There is no legal claim to a housing unit at the Student Residence.
- b) Accommodation is normally granted from October 1st until June 30th, 10 a.m. of the following year. For the remaining time, a separate housing application may be filed if needed.
- c) Accommodation at the Student Residence is granted based on the residential purpose defined by ÖÖ. Studentenwerk with due consideration of the students' financial and social status and their academic success (in accordance with the Student Sponsorship Act ("Studienförderungsgesetz")). Applications are generally considered in the order of receipt (application date).
- d) Any vacant housing units not rented out to needy students (in keeping with the Student Sponsorship Act ("Studienförderungsgesetz")) may be rented out to other applicants.
- e) Within eight days following the receipt of the Student Residence Agreement, two counterparts of the latter must be signed and returned, and the residence fees agreed upon must be transferred to the bank account indicated.
- f) Students who are granted a housing unit shall not be entitled to claim a specific housing unit or a housing unit already granted to them; there may also be changes during the academic year resulting from operational requirements. Housing units are generally allocated to residents by the Student Housing Administration.
- g) The tenant of a housing unit may terminate the relevant agreements and provisions of the Student Residence Agreement.
ÖÖ. Studentenwerk may terminate the Student Residence Agreement in keeping with the provisions laid down in § 12 of the Student Housing Act ("Studentenheimgesetz").

5. Enrolment verification (criteria based on the Student Sponsorship Act ("Studienförderungsgesetz") and the Family Compensation Act ("Familienlastenausgleichsgesetz"))

- a) A housing unit is granted on the basis of the average grade of the student's high school diploma and/or a proof of enrolment from other universities.
- b) For renewal of the tenancy of the housing unit, a proof of enrolment for the expired academic year must be submitted in order for the tenancy to be renewed.

- c) Moreover, an unsolicited attendance certificate as a regular student must be submitted by October 15th and March 15th, respectively.

6. Payment

- a) The monthly residence fee is determined for the respective academic year and it shall be deemed as agreed that any increase during this period may only be applied to cover interim rises in tariffs, taxes, fees, wages and salaries.
- b) If an applicant has been granted accommodation, he or she has to pay the residence fee for the entire month regardless of the actual time of use.
- c) The aforementioned provisions also apply mutatis mutandis to parking lots for motorised vehicles.
- d) The legal representative and the tenant shall be jointly and severally liable for the orderly payment of the residence fee, the communal insurance, the security deposit and the compensation for any other damage.

7. Registration

The signed Student Residence Agreement and an official identification document (passport or identity card) must be submitted to the janitor upon arrival at the Student Residence.

Resident registration forms ("Meldezettel") have to be completed prior to the hand-out of room keys. Residents are required by law to officially register with the Resident Registration Office within three work days and submit the original registration form to the Student Housing Administration. Since the student is granted only temporary accommodation for study purposes in keeping with the Resident Registration Act ("Meldegesetz"), the student can normally not be granted permanent residence.

Within three days after arrival tenants must get in touch with the Student Housing Administration, where they will receive their residence card.

8. Housing units and communal areas

- a) Housing units are residential units with an anteroom, shower and toilet, and an optional kitchenette. These units are accommodated on the floors 1 to 10 of the Student Residence, Julius-Raab-Strasse 10, and the floors 1 to 5 of the Student Residence, Julius-Raab-Strasse 5-7.
- b) The communal areas of the Student Residence are accommodated on the floors 1 - 10 and comprise kitchens and lounges, musical rooms, table tennis rooms and communal laundries in the basement. The Student Housing Administration reserves the right to determine the opening and closing times of these communal areas.
- c) With the exception of the communal kitchens, all residents have basically the same access to all communal areas of the Student Residence. The use of the communal kitchens (cooking, dining etc.) is reserved to residents in whose units a communal kitchen is included. Cooking is only permitted in the communal kitchens on each floor, and perishable food may only be stored in these kitchens. All facilities must be kept clean and tidy. Dirt and rubbish must be removed in due course by the polluters themselves.
- d) Student residents are kindly asked to treat the furniture of their housing unit and the communal areas with care. Because of the way the building is constructed (plasterboard with wallpaper), only pins may be used to attach pictures, posters etc. to the walls. Persons causing damage will be liable pursuant to item 12 of the Student Residence Statute.
- e) A thrifty use of water, electricity and heating is of great importance. Residents who spend a longer period of time away from their housing unit must completely switch off all electrical appliances (no stand-by), close the windows and turn out the lights.
- f) When taking over their housing units, tenants who fail to report any damage officially declare that they have found the housing unit and furniture in good condition. When moving out, residents must return the housing unit and its furniture in the same good condition.
- g) Swapping furniture between individual units is not allowed. Residents who bring their private furniture to the Student Residence or change the furnishing of their housing units must seek approval from the Student Housing Administration.
- h) Other rooms may only be entered if the tenants occupying these rooms (hereinafter called "residents") give their approval.
- i) Rooms are cleaned by the cleaning staff and must be accessible Monday through Friday from 7.30 a.m. until 5 p.m.

- j) Residents must close their windows even when they leave the room shortly (risk of glass breakage).
- k) Residents are allowed to install and operate computers, radios and TV sets in their housing units. The installation and connection of cookers, heaters, irons etc. in the housing units is forbidden. The use of electrical appliances is governed by the provisions of the Austrian Electrotechnical Association (OVE). Users are liable for any damage incurred.

9. Other premises

All other premises such as sporting and recreational facilities are available to the residents at times and against fees as determined by the Student Housing Administration. They are operated independently from the Student Residence as separate business entities. The latter also applies to the guest housing area.

10. Keys

- a) Each resident receives one key to lock/unlock their room and the main door.
- b) For reasons of expediency (loss, queries by telephone etc.), keys should at any rate be deposited with the janitor if the resident is absent for more than 48 hours. The loss of keys must be reported to the Student Housing Administration in due course and the cost of replacement keys must be paid in cash. Room keys must not be passed on to third parties as they are an integral part of a secure locking system.

11. Liability of OÖ. Studentenwerk

- a) OÖ. Studentenwerk will be liable to the residents for any damage they incur on the premises of the Student Residence in accordance with the legal provisions. Cases of damage must be reported in writing to the Student Housing Administration without delay, otherwise the right to compensation is forfeited.
- b) No liability is assumed for money, jewellery and other valuables.
- c) Residents may use the sporting facilities and communal areas at their own risk.
- d) OÖ. Studentenwerk will not be liable to the residents for any damage resulting from Force Majeure or power outage at the Student Residence. This applies in particular to computer damage and loss of computer data.
- e) Parking lots owned by OÖ. Studentenwerk may be used by residents at their own risk and in compliance with the Parking Regulations. Illegally parked vehicles will be towed at the car owner's expense.

12. Liability of residents and their legal representatives

- a) Residents and/or their legal representatives will be liable for any damage resulting from failure to obey to the Student Residence Statute or damage caused by their own fault.
- b) The liability amount is regarded as a deposit for any damage caused to furniture, for loss of room or cupboard keys and to rectify all other damage, and will be returned at the end of the tenancy period unless there are outstanding obligations owed to the Student Residence. Any interest accrued to the liability amount flows into the working capital of the Student Residence. OÖ. Studentenwerk is also entitled to claim additional guarantees.
- c) Residents are also liable for any wear and tear exceeding normal use, such as smoky wall papers, dirty carpets etc. Residents must restore the proper condition in which they took over the room at their own expense.
- d) For any damage caused by persons who cannot be identified, all residents living on the respective floor or the entire community of the Student Residence will be jointly and severally liable.
- e) At the beginning of each academic year, residents are insured against any damage they cause to the Student Residence and its inventory within the framework of a collective insurance. Any malicious and grossly negligent damage to property as well as personal injury will not be covered under this insurance.
- f) Any damage incurred must be reported in writing to the Student Housing Administration in due course.

13. Avoidance of unnecessary noise

- a) Residents are generally requested to avoid excessive noise inside rooms, stairways, corridors and facilities shared with others. This needs to be taken into account at all times in particular when playing musical instruments, singing, listening to the radio and watching TV.
- b) Especially at night from 11 p.m. until 7 a.m., care must be taken not to disturb other students and neighbouring residents in their sleep. This also applies in particular to parking lots for motorised vehicles, driveways and entries to the Student Residence.

14. Keeping of pets / weapons

Pets and weapons are not allowed in the Student Residence.

15. Parking of vehicles

- a) The use of parking lots, motor cycle lots and bicycle lots is included in the residential fees until further notice.
- b) The use of parking lots and driveways is governed by the principles of the Road Traffic Regulations (StVO).
- c) Markings in parking lots and traffic zones must be strictly adhered to. Driveways, fire lanes and parking lots for disabled people must be kept clear.
- d) Illegally parked vehicles and other objects will be removed at the expense of residents or owners in accordance with § 19 ABGB (Austrian Civil Code).

16. Notices and postings

Notices and postings issued by the Student Housing Administration or the official representatives of OÖ. Studentenwerk are binding to the residents on the premises of the Student Residence. Other notices and postings need to be submitted to the Student Housing Administration for review and approval.

17. Distribution of mail into post boxes

- a) Written documents are generally placed into the post boxes by employees of the Student Residence or the postman. Personal notes left by other residents are exempted.
- b) Bulk mail is usually placed in openly accessible areas from where it can be picked up by the residents. If the management receives a specimen of such mail and approves of its distribution, it may be placed into the individual post boxes.
- c) The Student Residence may generally prohibit the placing of mail into the individual post boxes if its content is not in line with the purpose of the Student Residence or with moral values, or if it is exclusively advertising material.

18. Generation of revenues

- a) The housing unit cannot be a place of commercial activity.
- b) If the management operates licensed undertakings at the Student Residence, other similar undertakings are generally not allowed on the premises.

19. Student Residence staff

- a) Employees of the Student Residence must not be approached to perform personal services and must not be instructed by the residents.
- b) Complaints and requests should be directed to the Student Housing Administration.
- c) The janitors will forward calls and applications unless telephone lines are occupied by other in-house calls and unless janitors are kept from performing their other duties. Personal mail such as letters, remittances and parcels are to be picked up from the janitor upon presentation of a valid residence card. The janitors' other duties include supervision of the fire alarm system, elevators, side entrances etc.
- d) Staff in charge of cleaning and repairs as well as external contractors commissioned by the Student Housing Administration must be granted access to all residential areas at all times during the hours indicated under item 8 i. Representatives of OÖ. Studentenwerk and of the Student Housing Administration are in particular granted access to rooms upon prior notice. For the purpose of averting imminent danger, the Student Housing Administration or third parties acting on its behalf shall be granted access at all times, also during the time spent on preparation and aftercare.

20. Visitors

- a) Visitors are generally allowed at the Student Residences of OÖ. Studentenwerk.
- b) The resident receiving visitors has to make sure that visitors behave in accordance with the legal provisions laid down in the Student Residence Statute and House Rules and obey the instructions established by the Student Housing Administration or their representatives in keeping with the Student Residence Statute and House

Rules. If visitors cause damage to the building or its inventory, the resident receiving these visitors will be liable to OÖ Studentenwerk for the damage caused.

- c) Visits to a resident occupying a twin room require approval from the other resident.
- d) Visitors are not allowed to use the housing unit (sleeping, having a shower etc.) and may only enter and use the communal areas shared with other residents on the same floor, the table tennis room, the musical room and the kitchens together with the resident. Visitors use these facilities at their own risk.
- e) Non-residents are not allowed to reside or sleep in the residents' housing units. Visitors and guests may stay in guest rooms, for which they have to pay a contribution.

21. Termination of tenancy

The termination of tenancy or the premature cancellation of the Student Residence Agreement must conform with § 12 of STHG and item 4 g of the Student Residence Statute and must be submitted in written form. Evidence must be provided by the resident.

At any rate, the room must be returned without request after the termination of the agreement on the last day of use and returned in the condition in which it was received, swept clean, by 10 a.m.

22. Body representing the interests of residents

- a) The interests of student residents are represented by their elected representatives.
- b) Collaboration between the elected representatives and OÖ. Studentenwerk as well as their election is subject to the provisions of the STHG, the Student Residence Statute and the House Rules.

23. Fire Safety Regulations

General fire prevention measures

- a) Keeping rooms clean and tidy is a basic requirement for the protection against fire and for the safety of the residents.
- b) The ban on smoking and use of fire and candles must generally be adhered to where this is indicated by signs (room, corridors, elevators etc.).
- c) Smoking is generally prohibited throughout the Student Residence, with the exception of clearly designated smoking zones. The use of hookahs is strictly forbidden in all areas of the Student Residence, including designated smoking zones.
- d) The use of open flames (candles) is generally forbidden. In case of emergency (such as during longer blackouts), candles may only be used under continuous supervision and must be kept at least one metre away from inflammable objects (curtains) and placed on a non-flammable base.
- e) Escape routes and driveways must be kept clear over their full width at all times.
- f) In case of danger, free passage through all exits must be assured.
- g) Firefighting and fire alarm installations must not be blocked or hidden from view.
- h) Damage and disruption of electric installations must be reported to the fire safety manager or the janitor (management or reception).
- i) Smoking scraps which are still glowing (e.g. cigarette ashes, fags, matches etc.) must not be disposed of in paper baskets.
- j) Inflammable objects must not be stored in the proximity of cooking appliances.
- k) Inflammable liquids (benzene, spirit, liquid gas etc.) must not be stored or used in residential areas and near cooking appliances and radiators. Spray cans operated with liquid gas must not be stored inside these rooms.
- l) The use of heaters and cookers outside the (communal) kitchen is forbidden.

How to behave in case of fire

- a) Stay calm and prudent.
- b) Immediately contact the Student Housing Administration or the janitor on duty at the telephone number 490.
- c) Inform the FIRE BRIGADE in due course, either by using the nearest FIRE DETECTOR or the telephone EMERGENCY CALL 1802.
- d) Do not use elevators in case of fire.
- e) Close all doors and windows of the room affected by the fire.

- f) If the escape routes can no longer be used due to heavy formation of smoke, please stay inside the rooms. Close and seal the doors, open the windows and call out to draw attention from the emergency forces.
- g) When you hear the evacuation alarm, leave the building calmly via the designated escape routes.

24. Legal provisions

The Student Residence or parts of its facilities are subject to a number of important legal provisions: Student Housing Act, Clubs and Associations Act, Federal Fiscal Code, Public Events Act, Commercial Code, Resident Registration Act, Fire Safety Regulations, Tax Act, Ordinance of the City of Linz etc. which are also legally binding for residents. Legal changes or regulatory provisions may lead to modifications of the Student Residence Statute.

25. Acknowledgement of the Student Residence Statute

The Student Residence Statute is an integral part of the Student Residence Agreement and the Guest Housing Agreement.

Linz, June 15th, 2001 / May 13th, 2014

OÖ. STUDENTENWERK

Management

Board

Administrative Committee