



GENERAL TERMS AND CONDITIONS

Updated: September 2023

1. Validity

1.1. These general terms and conditions (shortened to "GTC" in the following) are valid for all legal relationships between Gscheit im Veedel Betriebs GmbH, FN 471277f, Prof.-Franz-Spath-Ring 43/28, 8042 Graz (shortened to „GIVB" in the following document) and any natural person (called "contractual partner" or "CP") which concern the facilitation and allocation of living units by GIVB or results thereof. In addition to the following GTC, a residence contract will be concluded between the GIVB and the CP.

1.2. The living units are located either in the guest houses operated by the GIVB itself or in buildings which are managed by suppliers or dorm providers, with which the GIVB has concluded a contractual agreement about the use of the living units.

1.3. These GTC are valid for contractual relationships which were dated from 1st September 2023 onwards. For the avoidance of doubt, it is to be noted that contractual relationships which existed before 1st September 2023, as well as contractual relationships which come about based on registrations before 1st September 2023, are subject to the GTC of the GIVB in the version from March 2020.

1.4. In the following, "duration of use" shall mean the period which is set in the residence contract. On the condition that the dorm place is made available by the GIVB in accordance with item 9 of these GTC, the period of the duration of use starts even if the dorm resident does not actually move in on the first day of the duration of use. The moment of the conclusion of the contract, the start of the duration of use, and the actual moving in day can therefore differ from each other.

2. Bookings/conclusion of the contract

2.1. A contractual relationship between the GIVB and a natural person under the age of 18 can only conclude with the written consent of the liability declaration by a legal guardian of the CP.

2.2. On the website www.raumzumwachsen.at the GIVB strives to present realistic images and descriptions of how the desired living unit will look. These are sample photos for the purposes of illustration only. The sample pictures and descriptions are not a legally binding offer.

2.3. For an effective registration for the use of a living unit, all personal information, and necessary documents (e.g. copy of proof of ID) must be complete and truthfully. The CP is expressly made aware of the GTC of the GIVB during the booking process.

2.4. The CP is to pay a one-off, non-refundable application fee for the processing of their registration by the GIVB (potential refunds may only occur in accordance with item 2.6.).

2.5. If the living unit requested in the registration is available, the CP will be sent an offer which is legally binding for the GIVB. In case the requested living unit is not available, the CP will receive a legally binding offer which comes as close as possible to the application.

2.6. If the GIVB cannot offer a living unit, the CP will receive a refund of the application fee.

2.7. The offer includes these GTC, the residence contract, the residence statute and house rules, if these are present in the relevant student dorm, as well as a request to pay the deposit by an appropriate payment deadline set by the GIVB. Potentially incurred charges resulting from bank transfers are to be covered by the CP.

2.8. In case this first offer is rejected, the CP will receive – at their express request – one further offer, if available.



2.9. The contractual relationship is approved with the timely payment of the deposit on the account announced by the GIVB.

2.10. If the CP does not comply with the request to pay by the payment deadline, the GIVB is no longer bound to the offer.

3. Duration of use

3.1. The provisions of the Studentenheimgesetz (student dorm law) shall be observed.

3.2. On the request of the CP, the contractual relationship can be limited to a different, specific duration. However, the maximum duration of use are consecutive 24 months. As a rule, the minimum duration of use will be one semester.

4. Charges / prices

4.1. The prices shown are for guidance only.

4.2. All arising charges, amounts and due dates are shown on the offer and in the residence contract. All price indications are given in Euro and include the statutory sales tax in the amount currently applicable for Austria.

4.3. The first monthly accommodation fee and the application fee are to be paid in advance.

4.4. The monthly accommodation fee for all following months must be paid in advance by the 5th of each month. If the accommodation fee for the current month is not paid in time by the 5th of the month, a warning will be issued which specifies a payment deadline. If this deadline is not observed, a second warning will be issued during the current month. The third and final warning will (in case of non-payment) take place in the following month (after the 5th) and this reminder will include a payment deadline for both charges of use (previous and current month). For these warnings, the CP must pay fines. If the two outstanding charges for use should not be received in due time, a dissolution of the contract will proceed toward the end of the current month (see item 13.2.).

4.5. Charges may be increased by the GIVB during the contract period to compensate increases in tariffs, taxes and fees which occur in the meantime.

4.6. In the case of a late arrival or an earlier moving out date, the accommodation fee must be paid for the full calendar month.

5. Withdrawal in the case of a contractual relationship formed by long-distance transaction

5.1. In the case of contracts formed by long-distance transaction, the CP has the right to withdraw, in accordance with § 11 Fern- und Auswärtsgeschäftegesetz (FAGG) (long-distance and foreign business law). The CP can withdraw from the contractual relationship within fourteen calendar days without giving reasons.

5.2. The period for withdrawal is fourteen days from the day of the conclusion of the contract. This shall mean the day the deposit reaches the account announced by the GIVB.

5.3. To use the right to withdraw, the CP must inform the GIVB about the decision to withdraw from the contractual relationship by way of an unambiguous declaration (e.g. a letter sent by post or email).

Withdrawal by post: Gscheit im Veedel Betriebs GmbH, Prof.-Franz-Spath-Ring 43/28, 8042 Graz

Withdrawal by e-mail: office@raumzumwachsen.at

5.4. To comply the withdrawal period, it is sufficient for the CP to send the message regarding the use of the right to withdraw before the end of the withdrawal period. When calculating the period, Saturdays, Sundays, and bank holidays must be included.



6. Consequences of a withdrawal in the case of a contractual relationship formed by long-distance transaction (see item 5.)

6.1. If the withdrawal proceeds within 14 days of the conclusion of the contract, the GIVB must refund all payments received from the CP (except the non-refundable application fee) immediately but latest 14 days from the day the notification of withdrawal was received. For this repayment, the GIVB will use the same method of payment which was used by the CP for the original transaction, unless another agreement has expressly been made with the CP. Potentially incurred charges resulting from bank transfers are to be covered by the CP.

6.2. If the withdrawal proceeds within 14 days after the conclusion of the contract and the CP has already moved into the dorm place, the CP must pay a charge which corresponds to the services received from the GIVB up until the withdrawal, compared to the contractually agreed monthly charge for use.

7. Termination before the start of the duration of use

7.1. If written notice of termination of the contractual relationship is given by the CP more than 14 days after conclusion of the contract, but more than 2 months before the start of the duration of use, the CP must pay the application fee (e.g.: notice of termination given before July 31st, when duration of use starts with October 1st).

7.2. If written notice of termination of the contractual relationship is given by the CP exactly or less than 2 months, but more than 1 month before the start of the duration of use, the CP must pay the application fee as well as one monthly charge for use (e.g.: notice of termination given between August 1st and August 31st, when duration of use starts with October 1st).

7.3. If written notice of termination of the contractual relationship is given by the CP less than 1 month before the start of the duration of use, the already paid deposit will be retained by the GIVB (e.g.: notice of termination given after September 1st, when duration of use starts with October 1st).

These notice periods do neither apply to all types of extension of residence contracts nor to joint offers, and not to residence contracts during a moving offer, since in all these cases the duration of use has already begun (with the initial contract).

8. Non-utilization of the dorm place

8.1. If the CP is not present on the agreed arrival date and no handover of keys has taken place yet, the first charge for use and the application fee must be paid by the 5th of the first month of the duration of use set out in the residence contract.

8.2. All charges for use that arise up until the actual arrival of the CP must subsequently be paid in advance by the 5th of the month.

8.3. If the payment commitments according to item 8.1. and 8.2. are not observed by the CP, the GIVB can terminate the contractual relationship by giving one month's notice. In this case, the already paid deposit and any already paid charges for use will be retained by the GIVB.

9. Taking over and returning of rooms

9.1. The taking over of rooms and keys and the returning of rooms and keys is only possible on working days within the duration of use set out in the residence contract.

9.2. If the start of the duration of use is set on a Saturday, Sunday or a bank holiday, the room and keys are handed over on the following working day during the opening hours announced by the GIVB. If the end of the duration of use falls on a Saturday, Sunday or a bank holiday, the room and keys are to be returned on the working day directly preceding this date, during the opening hours announced by the GIVB. Notwithstanding, the specific regulations or provisions of the residence contract will apply.



9.3. When the process of moving out has taken place, the deposit will, after deduction of any outstanding charges, be paid back to the account indicated by the CP within six weeks.

10. Moving to a different living unit

10.1. For moving into a different living unit during the existing contractual relationship between the GIVB and the CP, a written request to the GIVB is required.

10.2. The written request can be made at any time.

10.3. Should the requested living unit be available, the CP will receive an offer which is legally binding for the GIVB. In cases where the requested living unit is not available, the current contractual relationship will continue.

10.4. The offer includes the new residence contract, the GTC, the residence statute and house rules, if these are present in the relevant student dorm, as well as a request to pay the moving fee and to sign the new residence contract by an appropriate deadline.

10.5. The new contractual relationship comes about through the signing of the new residence contract and the payment of the moving fee to the GIVB.

10.6. If the CP does not comply with the request by the deadline, the GIVB is no longer bound to the offer.

10.7. After the valid conclusion of the new contractual relationship, the existing contractual relationship is terminated in mutual agreement, immediately and without observance of the notice period.

11. Renewal of the contractual relationship

11.1. For the renewal of the contractual relationship between the GIVB and the CP, a written request to the GIVB by the CP is required.

11.2. The request for renewal of a contractual relationship the duration of which extends beyond August 31st of the current year, must be made before April 15th of the current year.

11.3. The request for renewal of a contractual relationship the duration of which does not extend beyond August 31st of the current year can be made at any time.

11.4. If the requested living unit is available, the CP will receive an offer which is legally binding for the GIVB. If the requested living unit should not be available, the CP will receive an offer which comes as close as possible to the request and is also legally binding.

11.5. The offer includes the new residence contract, the GTC, the residence statute and the house rules, if these are present in the relevant student dorm, as well as a request to pay the application fee by an appropriate payment deadline set by the GIVB. Potentially incurred charges resulting from bank transfers are to be covered by the CP.

11.6. The new contractual relationship concludes through the timely payment of the deposit to the account announced by the GIVB.

11.7. If the CP does not comply with the request to pay by the payment deadline, the GIVB is no longer bound to the offer.

11.8. It is to be noted that the start of the duration of use of the new contractual relationship does not have to continue directly from the end of the duration of use of the existing contractual relationship.



12. Termination of the contractual relationship by the CP

12.1. The notice periods for the contractual relationship are dependent on the location of the living unit.

12.2. Termination during the academic year: Contractual relationships regarding the use of living units in student dorms in the towns Graz and Leoben can be terminated, in writing, with a termination date at the end of each semester (February 28th or June 30th) by the CP under the following conditions: For a moving out date on February 28th the contractual relationship must be terminated by giving notice by 31st December of the previous year. For a moving out date on June 30th the contractual relationship must be terminated by giving notice by April 30th of the same year.

12.3. Termination during the summer months: Contractual relationships regarding the use of living units in student dorms in the towns Graz and Leoben can be terminated before the end of the contract, in writing, for a moving out date on July 31st by giving notice by May 31st of the same year, and for a moving out date on August 31st by giving notice by June 30th of the same year.

12.4. Differing notice periods for termination can be agreed in writing in the Residence Contract.

13. Termination of the contractual relationship by the GIVB

13.1. The contractual relationship can be terminated before the end of the contract by the GIVB for the end of the following calendar month, if the CP violates their duties arising from the law, these GTC, the residence contract, the residence statute, or the house rules, grossly or despite written warning and the threat of termination.

13.2. The contractual relationship can also be ended by the GIVB if the CP is in arrears for two accommodation fees and has received three requests for payment (see item 4.4.).

13.3. The contractual relationship can be terminated before the end of the contract by the GIVB with immediate effect if the CP has been guilty of a prosecutable action to the disadvantage of dorm residents or the GIVB or its employees, as well as the CP poses an imminent danger for the dorm, other persons living in the dorm or the employees of the GIVB.

13.4. In the case of termination of the contract in accordance with items 13.1-13.3 the dorm resident must pay for any damages incurred due to the premature termination of the residence contract. In particular, the dorm resident is to reimburse GIVB for the charge for use lost due to the termination of the contract.

14. Legal succession

14.1. The contractual relationship exclusively entitles the CP indicated in the residence contract. The transfer of rights and duties of the contractual relationship by the CP to third parties is only allowed where the GIVB has given its express written permission in advance.

14.2. The existing contractual relationship will only be terminated in mutual agreement without observance of notice periods if the contractual relationship with the legal successor has come about through the receipt of the deposit and the withdrawal period of 14 days has passed.

15. Data protection and data processing

15.1. Changes of personal details (e.g. postal address) are to be announced by the CP without delay.

15.2. The CP acknowledges that the disclosed personal data will be digitally saved and processed by the GIVB within the limits of statutory authorization, for the purposes and for the duration of the processing of contracts, and thus for the processing of orders, the processing of payments and for the clarification of questions in the context of the request, as well as for the fulfilment of legal provisions.



16. Liability

The liability of the GIVB is limited to cases of malice and gross negligence. Any liability for damages caused by slight negligence – excepting cases of personal injury – is, however, excluded.

17. Changes to the general terms and conditions

The GIVB reserves the right to change the GTC, as well as the documents referred to in the GTC, at any time. Changes to these general terms and conditions must take place in written form to be valid. The CP will make aware of changes to the GTC separately. The changes come into effect if the CP does not object in written form within two months of the announcement of changes. The GIVB will make the CP aware of the impact of their silence as part of the notification of changes. In the case of an objection, the old GTC will remain valid until the end of the concluded contractual relationship. If a new contract is concluded, the version of the GTC valid at the time of the conclusion of the new contract will apply.

18. Choice of law

Except in cases of compelling provisions for the protection of the consumer, Austrian law will be agreed upon for all disputes between the contracting parties to the exclusion of private international law.

19. Place of jurisdiction

Except in cases of compelling provisions for the protection of the consumer, the place of jurisdiction will be agreed upon exclusively as the court locally and objectively responsible for the city of Graz.

20. Written form

20.1. For the purposes of evidence, it is recommended that the CP submits any messages to the GIVB in writing.

20.2. Any messages or declarations to the GIVB are – until recalled and unless otherwise agreed – to be sent to:

Gscheit im Veedel Betriebs GmbH, Prof.-Franz-Spath-Ring 43/28, 8042 Graz
E-Mail: office@raumzumwachsen.at

20.3. The GIVB can also send legally significant messages to the CP via email to the email address made available at the time of the conclusion of contract or an email address announced to the GIVB by the CP.

21. Safeguarding clause

Should a provision of these general terms and conditions be invalid or become invalid through new legal provisions, all other provisions which are not affected by this will stay valid and unchanged. The parties commit to replacing the invalid provision by a valid provision of contents that will come closest in terms of economy to the invalid provision.

22. Alternative conflict resolution

The European Commission has made a platform available for out-of-court conflict resolution. This gives consumers the option to solve conflicts concerning contracts about commodities or services without consulting a court. The conflict resolution platform is accessible via the link <http://ec.europa.eu/consumers/odr/>. We would like to make you aware that we are neither legally nor voluntarily subject to an alternative conflict resolution procedure or will participate in it.

23. Authoritative version

In the case of contradictions between the German and a foreign-language version of these provisions, the German version will be authoritative.