



## **HEIMSTATUT**

*Insofar as personal terms are only used in the masculine form in the following, they refer to women and men in the same way. For reasons of better readability, the simultaneous use of masculine and feminine forms of language is dispensed with.*

### **A. INFORMATION ON THE HOME SPONSOR AND THE PURPOSE OF THE HOME**

G'scheit im Veedel Betriebs GmbH, FN 471277f, Prof.-Franz-Spath-Ring 43/28, 8042 Graz (hereinafter also referred to as "GIVB") is active as a home provider for student residences.

The purpose of the society is to improve the social and educational system. This is done by creating living and educational space for people who want to further their education, regardless of age, origin, level of education, nationality, religion, or gender. By creating and providing living space for international scholarship holders, for international (as well as, subsidiarily to ensure full occupancy, for Austrian) students, and for visiting professors at Austrian universities and colleges as well as at other educational institutions and recognized private universities in Austria.

### **B. PRINCIPLES FOR HOME MANAGEMENT**

The principles of economic efficiency and economy apply to the management of the homes. The GIVB is a company whose financial and economic objective is exclusively to cover its costs. The level of fees is based on cost-covering management.

### **C. PRINCIPLES FOR THE ALLOCATION OF VACANT AND FREE HOME PLACES**

Considering the purpose of dedication, the GIVB awards free home places to international or Austrian students and scholarship holders at Austrian universities and colleges as well as at other educational institutions and recognized private universities in Austria.

According to §5b StudHG, the GIVB can also conclude short-term guest contracts. Guest contracts can also be concluded with persons who are not students. A higher usage fee can be set for these persons.

Registration for and allocation of places in the home shall be made in accordance with the GIVB's General Terms and Conditions. The GIVB concludes contracts of use with the residents for the period of accommodation in accordance with § 5 StudHG.

### **D. REFERENCES TO THE RIGHTS AND OBLIGATIONS LAID DOWN IN OTHER LEGAL PROVISIONS FOR THE OPERATION OF THE HALL OF RESIDENCE**

- Student Accommodation Act
- Registration Act
- Building and fire regulations
- Event laws
- Tax and fee laws

### **E. INDICATION OF THE PREMISES, WHICH ARE AVAILABLE AS HOME PLACES AND WHICH ARE AVAILABLE AS COMMUNITY FACILITIES**

The rooms that are allocated to the residents as living units serve as places in the home. Common rooms are those rooms which are available to the residents for common use and are marked as such.



## **F. PRINCIPLES FOR THE USE OF THE HOME**

### **1. orders of the home management**

Instructions issued by the GIVB must be followed.

### **2. life in the dormitory**

In a hall of residence where many people live, tolerance, friendliness, understanding and, above all, consideration for each other are of great importance. The dormitory should have a communal character without compromising the personal freedom of each individual dormitory resident.

### **3. dormitory year**

Student residence year according to §5a (1) StudHG:  
Start: 1 October; End: 30 September of the following year

End of semester according to § 12 (3) StudHG:  
Winter semester ends on 28/29 February  
Summer semester ends on 30 September

The contracts of use end at the latest at the end of the current dormitory year.

### **4. notice of defects, liability for damages**

The liability of the GIVB is limited to intent and gross negligence. However, liability for damage caused by slight negligence - apart from personal injury - is excluded.

Every resident is obliged to report any signs of damage or damage that has already occurred to the property or its inventory to the GIVB in writing without delay. A resident who fails to report damage within the specified reporting obligation after moving in cannot claim that damage already existed before moving into the room.

Every resident of the home is liable for damage caused by him/her or his/her visitors. For damage in jointly used rooms (e.g., kitchen, bathroom or WC) in shared flats, the residents of the shared flats are equally liable if the causer of the damage cannot be determined.

Parquet floors and floor coverings of all kinds are to be walked on in such a way that damage or marks caused by heels etc. are avoided.

### **5. impairment of the use of the residential unit**

The resident cannot derive any legal consequences of any kind whatsoever from short-term disruptions in the water supply and energy supply or from defects in gas, light, sewerage, electricity, water pipes etc. vis-à-vis the home operator, reduce the agreed fee, exercise a right of retention, or derive claims for damages for financial losses. This applies insofar as the home operator has not acted with gross negligence or intent. This limitation of liability also applies regarding emissions from noise and other disturbances.

### **6. fire safety regulations**

The fire safety regulations can be viewed on the notice boards and must be followed. All escape routes are marked.

Tampering with fire detectors is strictly prohibited.

Residents should be aware that smoking or excessive heat, smoke or steam from cooking can trigger the fire alarm (false alarm). This false alarm leads to a chargeable call-out of the fire brigade and/or the fire protection officer, which must be passed on to the residents.



## **7. video surveillance**

We would like to point out that the general areas are under video surveillance for security reasons (such as entrance and corridor areas).

## **8. visitors**

It is requested that no persons from outside the house be allowed into the home. The resident has the right to receive visits from members he knows.

## **9. operation of electrical equipment**

The use of additional electrical appliances (such as heating, cooling and cooking appliances, refrigerators, washing machines, etc.) is not permitted for residents.

## **10. washing machines and dryers**

The laundry room is in the basement. The washing machines installed there are available to the residents for a fee. Booking and payment of the washing machines is done online. The use of the dryer is free of charge. Instructions for use are in the laundry room. The use of the washing machines as well as the instructions for payment are also explained there.

Laundry may not be washed or dried in the accommodation unit.

## **11. generation of income**

It is not permitted to engage in activities in the home that are aimed at generating income.

## **12. means of transport**

The parking of vehicles of any kind on the areas belonging to the home such as courtyards, driveways, pavements is not permitted.

Bicycles and scooters are only to be parked in the provided area for this purpose. This is prohibited without exception in the house itself. Inline skating, skateboarding or similar is not permitted in the house.

## **13. heating**

During the heating season, temperature control in houses with central heating by leaving windows open or tilting them for longer periods is not permitted for environmental and cost reasons. When airing, the radiators must be switched off completely or partially.

If there is a thermostat in the room, the individual heating temperature may only be controlled by it.

## **14. airing**

It is recommended to air the rooms regularly.

## **15. smoking**

Smoking is not permitted in the dormitory, in the house and hallways as in the garden. Please go outside.

## **16. cleaning**

The existing property is to be treated with the greatest possible care and kept clean. The resident is obliged to separate and dispose of his/her waste. The accommodation units are to be cleaned independently.



### **17. renovation and repairs**

For the duration of renovation and repair work, the resident may be assigned another place in the home. If the GIVB deems it necessary, the resident must vacate the previous place within 24 hours.

### **18. peace and order**

Any behavior that disturbs the other residents or is unacceptable to them must be refrained from; in particular, making noise, singing, and playing music outside the respective accommodation unit is strictly prohibited. Even within the accommodation units, residents must ensure that the other residents are not disturbed by noise. Radio and television sets, music players, musical instruments etc. must be set to room volume. Silence must be always maintained from 10 p.m. to 6 a.m.

### **19. keys and key chips**

Keys and key chips given to the resident remain the property of the GIVB. The keys and key chips are to be kept carefully and may not be handed over to third parties.

The GIVB must be notified immediately of any loss of a key or key chip. In the event of the loss of a key, a lock replacement will be arranged. The costs are to be borne by the resident.

The loss of a key chip necessitates the reprogramming of the code and the issue of a new chip. The costs are to be paid by the resident in all cases.

If a resident lock him/herself out of his/her flat and access must be restored by a responsible person of the home management, the resident will be charged. The overview of the costs is regulated by the contract of use.

### **20. care and thrift**

The dormitory residents are obliged to take the greatest care when using the facilities of the dormitory and to be as economical as possible when using heat, hot water, gas, electrical energy, etc. This includes, among other things, the proper use of all objects (e.g., using mattress protectors, baking paper in the oven, etc.). This includes, among other things, the proper use of all objects (e.g., use mattress protectors, use baking paper in the oven, etc.). When leaving the accommodation, the doors and windows must be closed and the lights turned off.

### **21. terraces, balconies and staircases**

The private use of balconies, terraces or stairwells for private storage, storage space, etc. is prohibited. No objects may be thrown from balconies, terraces or in the stairwell.

Fire doors and escape routes must not be blocked.

### **22. main entrance door and intermediate doors or access doors**

The main entrance door can only be opened with the residents' key. In the own interest of all residents, care must always be taken to close this door properly or to keep it locked. For environmental and cost reasons, all doors to the inner courtyard must also be kept closed.

### **23. animals**

The keeping of pets of any kind is not permitted in the hall of residence.

### **24. changes in the room**

The furniture is to be left as the resident finds it when he/she takes over the place in the home. The removal of inventory items from the dormitory or the exchange of the dormitory's own inventory for private furnishings of the dormitory resident is only permitted after consultation with the dormitory management. Changing the lock of the entrance door to the residence is not permitted.



To protect the state of preservation of the home, it is prohibited to drill into the walls, doors, window frames and furniture by placing shelves, storage compartments, etc., to hammer in nails, and to attach posters and pictures to the walls or furniture with adhesives, nails and adhesive strips.

When moving out, the home must be handed over in any case in the same way as it was handed over in the handover protocol when moving in.

### **25. events at the home**

Events in the home must be reported to the GIVB in writing at least 8 days in advance and may be prohibited. A person responsible for each event must be appointed from among the residents of the home and made known to the home management.

The GIVB is not liable for events for which it does not itself act as organizer.

### **26. payment modalities**

The payment obligation begins with the commencement of the contract of use, irrespective of the time of actual use of the place in the home.

Deadline for monthly payment: Payments are due in advance by the 5th of the respective month and can only be made by bank transfer. The resident is also welcome to give the GIVB a SEPA direct debit mandate.