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Bylaws of the Residence

(valid as of 9/1/2019)

For all student residences of the Austrian Student Aid Foundation [*Österreichische Studentenförderungstiftung*], hereafter abbreviated as ÖSFS.

If personal designations are used in this document, they refer to both men and women; the term “student” stands for all residents in the student residences.

1. Residence administration and designated purpose

The administrator of the residence is ÖSFS. Its sphere extends to the whole of the Republic of Austria.

ÖSFS promotes students at post-secondary Austrian educational institutions, who, at the time of their promotion (with the start of the contract) are:

- admitted to study,
- successful in their studies and
- in need of a residence.

The **purpose** of ÖSFS is achieved by:

- providing living space
- managing living space
- if applicable awarding of study grants and carrying out other supportive measures.

2. Fundamentals for residence administration and living together

- 2.1. ÖSFS serves the fulfillment of charitable and benevolent purposes. Profit intention is excluded.
- 2.2. ÖSFS sees its mandate in helping students achieve academic success by providing furnished rooms in residences at the most favorable conditions possible, while, at the same time, promoting independence of the residence community and good communication.
- 2.3. Basis for a pleasant co-existing is a respectful interaction with each other. Residents and employees meet each other with appreciation, consideration and tolerance. If opinions or needs differ, every party is open for conversation to find a solution together. Any kind of discrimination (for example due to ideology, religion, gender, ethnicity, disability, etc.) will not be tolerated. Disregarding the fundamentals of living together is a gross violation under the terms of § 12 (1) Z 6 Student Housing Act [*Studentenheimgesetz*].

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3. Policy for assigning vacant rooms in residence

- 3.1. Vacant rooms or rooms to become available are assigned according to the eligibility criteria of ÖSFS (see 1.) upon entry of registration depending on availability. Registrations can be submitted continuously at **www.home4students.at**.
- 3.2. Within the meaning of the eligibility criteria, students are considered to be students in accordance with Art. 3 and Art. 5 of the Student Support Act [*Studienförderungsgesetz*] enrolled at any educational institution in accordance with para. 2 Art. 1 and 2 HSG 2014. For first-year students the high school diploma serves as proof of student status.
- 3.3. Students who receive a student or study grant are preferred in the allocation process. Students under the age of 27 will receive preferential treatment at the allocation of the dormitory spaces.
- 3.4. At the request of the student, contracts can be renewed for another year according to the eligibility criteria of point 1. The request for a contract extension must be announced by the end of February at the latest. The home administration of the dormitory reminds and informs annually seasonable about the exact procedure.
- 3.5. The academic success is evaluated in accordance with the provisions of the fourth paragraph of the Student Support Act [*Studienförderungsgesetzes*]. The entire academic success is to be proven by transcripts or confirmations of diploma theses, homework assignments or dissertations. Once the designated study period is exceeded by one and a half the time, there is no entitlement to an extension of the contract of use.

4. Payment terms

- 4.1. As of the second month the rent will be withdrawn between the 5th and the 15th of every month by ÖSFS by **SEPA direct debit**.
- 4.2. The deposit is always two times the actual monthly rent. Thereby an increase in rent automatically means an increase in the deposit [= (new rent - old rent) x 2]; this amount is withdrawn in the month of the increase together with the new rent.
- 4.3. Any annual interest arise from deposits shall be paid to the residence fund [*Heimkassa*] of the residence representative [*Heimvertretung*] for exclusive use in the interests of the community.

5. Policy for using the residences

- 5.1. For the most part, ÖSFS provides furnished living spaces. The furnishings provided by ÖSFS are to be treated with care; any damages are to be reported immediately to residence administration. Damages that are not the result of normal use have to be replaced by the individual who caused the damage. Students are liable for all ensuing damages which result from failing to report damage in a timely manner.
- 5.2. Changes made by students to furnishings may not be such that costs have to be incurred to restore the furnishings back to their original condition. Moving furnishings around in the rooms must not hinder cleaning and repair work or block escape routes.

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- 5.3. The room door has to be locked upon leaving.
- 5.4. It is prohibited to make additional keys (duplicates) and to give the key to third parties. In the event of a lost key the set of keys including the door cylinder can, in the interest of safety, be replaced at the cost of the student involved.
- 5.5. Residents are asked to use energy economically, in particular, during the heating season when windows have to be shut when leaving the room.
- 5.6. For their own sake, students are asked to pay attention to the announcements and information of ÖSFS posted on the notice board in the residence in question, as well as to information in newsletters and e-mails from residence administration.
- 5.7. In the event of serious illnesses, accidents or force majeure residence administration is to be informed immediately.
- 5.8. For safety reasons the use of electrical devices (such as especially radiant heaters and fridges) is only possible after prior approval by the ÖSFS. Here ÖSFS reserves the right of a separate charge.
- 5.9. Animals may be kept only after prior approval from ÖSFS.
- 5.10. Removing ÖSFS furnishings from the rooms and common rooms is not permitted.
- 5.11. Common kitchens are to be kept in a clean and sanitary condition by the students. After every use, students are obliged to clean the appliances and furnishings (dishes, stove, oven, microwave, fridge, tables, etc.). Any damages arising in the kitchens have to be reported to administration immediately. Beverage crates and bottles have to be returned immediately or disposed of properly.
- 5.12. In the interest of fire safety, no objects may be placed in the halls (such as suitcases, shoes, umbrellas, clothes racks, etc.).
- 5.13. Wearing inline skates and riding scooters or bikes and other pieces of sports equipment is not permitted throughout the residence.
- 5.14. Prior to all events at least one responsible individual has to be nominated in writing who is liable for any damages that arise.
- 5.15. Students are not permitted to offer rooms or other furnishings belonging to the residence to third parties in return for payment.
- 5.16. Visits have always to take place in agreement with roommates and other suitemates. Visitors have to be informed about the proper conduct in the residence. If visitors are inebriated, for instance, they have to be shown out of the residence. The student has to ensure that visitors do not cause any damage as a result of improper conduct. Here explicit reference is made to the legal liability for damages and note is made to the termination terms in the user contract.

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- 5.17. The door to the dormitory has to be locked at all times so that unauthorized third parties do not gain access.
- 5.18. Parking vehicles and placing items are done at one's own risk and is only permitted in the areas and spots designated by ÖSFS and in the designated time period. Only vehicles with valid license plates may park on the premises.
- 5.19. The personal of ÖSFS may not be used to perform personal services. While performing their duties, the authorised representative of ÖSFS is to be granted access to all rooms in accordance with the Student Housing Act [*Studentenheimgesetz*].
- 5.20. The instructions of the ÖSFS personal have to be followed within the scope of his/her prerogatives.
- 5.21. For an out-of-court settlement of disputes arising from the contract of use, a conciliation procedure will be carried out in accordance with § 18 Student Housing Act [*Studentenheimgesetz*]. The conciliator is appointed by the spokesman of the dormitory representatives and the ÖSFS together, the conciliator's term of office amounts to 2 dormitory years.

6. Moving out

- 6.1. At the move-out we strongly recommend to view the room with the residence manager and signing the inventory and condition checklist before returning the key to ÖSFS. This is only possible during administration office hours and by arrangement.
- 6.2. If items are left behind after moving out, they can be put into storage by ÖSFS at the owner's cost and risk of. ÖSFS is only liable for personal items in the event of wilful intent or gross negligence.

7. Other legislation

The following legislation is particularly relevant for student housing:

- Student Housing Act [*Studentenheimgesetz*]
- Registration Act [*Meldeggesetz*]
- Provisions on quiet hours (at night) and locking the front door
- Requirements of the building inspector, fire authority as well as fire safety regulations

8. Appendix h4s Erlachplatz

8.1. Dormitory year

The dormitory year starts on **01.09.** and ends on **31.08.** of the following year. The winter semester starts beginning of September and ends at the end of January the following year, the summer semester starts beginning of March and ends at the end of June.

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8.2. Dormitory space

There are **86** dormitory spaces in total, which are divided into the following categories:

Single bed room	74
Two-bed room	10
Apartment	2
	86

8.3. Shared facilities

The following community facilities are available to students:

- 4 people each share a kitchen, bathroom and toilet (on the 5th floor 5 or 6 people share the facilities)
- community room on the ground floor
- laundry room on the ground floor
- bicycle storage on the ground floor
- garden

Without prejudice to that, the ÖSFS reserves the right to withdraw the use and enjoyment for good reasons.

For certain common areas (such as the fitness room) the ÖSFS may provide special use regulations.

8.4. Policy for internal change of rooms

Students, who want to change rooms, must send their request by e-mail to the dormitory administration stating the preferred category.

Candidates will be ranked according to the following point system, in case of a stand-off the decision will be made by drawing lots:

- resident of a h4s dormitory (1 point per semester)
- working as a normal member of the residence representation in a h4s dormitory (1 point per semester)
- working as the spokesperson of the residence representation in a h4s dormitory (2 points per semester)

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