



STUDENTENWERK FRANKFURT (ODER)

Guidelines for Awarding Hardship Loans

The following guidelines for awarding loans to students in cases of hardship have been laid down in accordance with Section 78 (2) sentence 3 of the Universities Act of the Federal State of Brandenburg dated 28.04.2014 and 01.07.2015. They deal with loans to students in the area covered by the mandate of the Studentenwerk Frankfurt (Oder).

1. Students in the area covered by the mandate of the Studentenwerk Frankfurt (Oder) may apply for a loan in cases of hardship. Such loans are granted to students to enable them to continue pursuing their studies. The director of the Studentenwerk will decide on the amount and term of the interest-free loan after examining the reasons for applying for the loan stated by the applicant. Hardship will be assessed in accordance with the principles laid down in the Federal Student's Assistance Act (BAFöG).

2. Applications for a hardship loan, in which the applicant must clearly state his/her reasons for applying for the loan, must be accompanied by a brief opinion, in writing, drawn up by the Students' Council at the relevant university. Failure to submit an opinion by the Students' Council will mean that a decision on the application cannot be taken.

3. The following special circumstances may be regarded as justifying an application for a hardship loan:

- a) The student loan awarded under the students' loan programme in accordance with the Federal Student's Assistance Act (BAFöG) has been discontinued temporarily for reasons beyond the student's control;
- b) loss of materials and equipment required for studying which is not covered by insurance;
- c) unforeseen expenses due to illness and
- d) other circumstances that are demonstrated to have caused hardship.

4. The **maximum** loan in case of hardship is **500 EUR**. The Studentenwerk will pay the loan to the applicant by bank transfer.

5. The terms for repaying loans vary as stated below, depending on the student's circumstances:

- If hardship is caused by temporary withdrawal of the student loan awarded under the federal students' loan programme for reasons beyond the student's control, the hardship loan must be repaid as soon as the student has received the back payments for the student loan. The hardship loan shall be repaid in a single sum by direct debit.
- If hardship is due to other reasons, repayment of the hardship loan will generally begin three months after the loan has been paid out. The repayment schedule and the date on which repayments begin will be specified on a case-to-case basis when the loan is granted. The loan shall be repaid in monthly instalments of at least 50 EUR.

6. If the borrower is unable to repay an instalment when it is due for reasons beyond his/her control, he/she may submit an application to the Studentenwerk Frankfurt (Oder) requesting that repayment be deferred. The Studentenwerk Frankfurt (Oder) may permit repayments to be deferred once for up to six months. The obligation to repay the loan expires if the borrower dies.

7. The borrower shall inform the Studentenwerk Frankfurt (Oder) in writing immediately of any change of address.

8. The entire loan must be repaid immediately if the borrower

- is excluded from the university,
- terminates his/her studies,

- does not use the loan to pursue his/her studies,
- is in arrears with two repayments or
- fails to notify the Studentenwerk Frankfurt (Oder) immediately of his/her change of address.

In such cases, the amount of the loan which has not yet been repaid will be subject to 6% interest from the date on which it was due.

9. All repayments, which are due on the first of each month, shall be made to the Studentenwerk Frankfurt (Oder) by direct debit as authorised by the borrower.

Any other payments must be paid into the account of the Studentenwerk Frankfurt (Oder) at Sparkasse Oder-Spree, IBAN: DE 70 1705 5050 3400 9626 93, BIC: WELADED1LOS, stating the borrower's name and reference number.

10. The director of the Studentenwerk informs the Administrative Council at regular intervals about the number of hardship loans awarded to students in the area covered by the mandate of the Studentenwerk Frankfurt (Oder).

These guidelines apply as from 01.05.2016.



STUDENTENWERK FRANKFURT (ODER)

Guidance

on how to apply for a hardship loan from the Studentenwerk Frankfurt (Oder)

1. Loans are granted in accordance with the Guidelines for Awarding Hardship Loans issued by the Studentenwerk Frankfurt (Oder). The guidelines can be consulted at the Studentenwerk.
2. Loans will be awarded depending on the financial means available. The applicant must clearly explain why he/she is applying for a hardship loan. **There is no legal right to a loan.**
3. An application for a hardship loan should be made in good time by submitting the appropriate form. The period for which the loan is required, the length of studies and the reasons for applying for a loan must be stated.
4. Applications must be accompanied by proof of registration at the university (Immatrikulationsbescheinigung) which states which semester the student is currently registered for.
5. The application forms can be obtained from the Studentenwerk. The completed forms should be submitted to the Studentenwerk in person during office hours to avoid the need for any subsequent queries regarding the application.
6. The applicant must agree to allow the data submitted in the application to be stored on a computer system. The data will not be passed on to third parties.
7. Further information can be obtained from the Studentenwerk Frankfurt (Oder), Paul-Feldner-Straße 8, 15230 Frankfurt (Oder), telephone: (03 35) 56 50 9 - 39 or 40.

Please complete legibly in block letters.

Client no.: D

Reference no.:

Loan Agreement

between the Lender, the Studentenwerk Frankfurt (Oder), Paul-Feldner-Str. 8, 15230 Frankfurt (Oder) and the Borrower

Ms. Mr.

.....
first name and surname

date of birth

.....
current address: street

place of birth

.....
postcode / city

The applicant is awarded a loan of € in words: by the Loan Office of the Studentenwerk Frankfurt (Oder).

Terms of the loan

- The loan shall be repaid in monthly instalments of € starting on or shall be repaid in a lump sum. Repayments are due on the first day of each month. The instalments or lump sum shall be paid to the Studentenwerk by direct debit. Loans being repaid by monthly instalments may be repaid in full or in part at an earlier date than that specified. Any costs incurred for which the borrower is responsible, such as those for address searches or debt collection procedures, shall be paid by the Borrower as stipulated by the Studentenwerk.
- The Studentenwerk Frankfurt (Oder) may cancel the loan without notice if the Borrower
 - is excluded from the university,
 - terminates her/his studies,
 - does not use the loan to finance her/his studies,
 - is two repayment instalments in arrears or
 - fails to notify the Lender of any change of address immediately.
 Notification shall be given in writing. It is not sufficient to write the new address on a payment slip, for example. P.O. box numbers are not regarded as addresses for the purpose of this Agreement. Any loans cancelled without notice shall be repaid in full immediately.
- The interest on the loan will be 6%, if repayment of the loan is required under the provisions of item 2 above.
- I have received a copy of the current Guidelines for Awarding Hardship Loans which form the basis of this Loan Agreement.
- The Local Court (Amtsgericht) of Frankfurt (Oder) has exclusive jurisdiction in all cases of dispute.
- Home address (Please notify the Studentenwerk Frankfurt (Oder) of any changes immediately.)

Nationality Type of ID Number:

Issued by: Issued on:

.....
place / date

.....
Signature of Lender

.....
Signature of Borrower

Please complete legibly in block letters.

Client no.: D

Reference no.:

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between the Lender, the Studentenwerk Frankfurt (Oder), Paul-Feldner-Str. 8, 15230 Frankfurt (Oder) and the Borrower

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5. The Local Court (Amtsgericht) of Frankfurt (Oder) has exclusive jurisdiction in all cases of dispute.

6. Home address (Please notify the Studentenwerk Frankfurt (Oder) of any changes immediately.)

Nationality Type of ID Number:

Issued by: Issued on:

.....
place / date

.....
Signature of Lender

.....
Signature of Borrower

Application for a hardship loan

I hereby apply for a hardship loan of €.

Surname First name

Date of birth

Reasons for the application:

**For information
only!
Please use the
german version!**

Declaration regarding repayment of the hardship loan:

.....
Place / Date

.....
Signature

Statement to be enclosed with the
application for a hardship loan

Registration number: | | | | | | | | |

Registered at (university): | _____ |

Department: | _____ |

Date on which course began | _____ | Date on which course ends | _____ |

Have you applied for a hardship loan on a previous occasion? Yes No

If so, where? | _____ |

Applicant:

name, maiden name | _____ | date of birth | . | . | . | . |

place of birth | _____ |

Home address:

street, number | _____ | c/o | _____ |

zip code | | | | | | | city | _____ | telephone | _____ |

Address during the study

street, number | _____ | c/o | _____ |

zip code | | | | | | | city | _____ | telephone | _____ |

E-mail: _____

Marital status

single married widowed divorced since | _____ |

Nationality

German Stateless, entitled to political asylum or recognised refugee

Non-German EU-national Non-EU national

For information only!
Please use the
german version!

Information on the student's parents or adoptive parents

Father (surname, first name) _____ date of birth _____ deceased on _____
| _____ | | _____ | | _____ |
street, number, zip code, city
| _____ |

German Non-German

Mother (surname, first name) _____ date of birth _____ deceased on _____
| _____ | | _____ | | _____ |
street, number, zip code, city
| _____ |

German Non-German

Details of applicant's bank account

IBAN: _____ BIC:bank code _____
| | | |
name and location of bank family name and surname off account holder:
| _____ | | _____ |

Signature of account holder

Information on income and assets

With regard to my application for a hardship loan, I hereby declare that:

I have no income as defined by the Federal Students' Assistance Act (BAföG)

If you, when _____

I have no financial assets.

Have you applied for a student loan/grant? Yes No

Are you currently receiving a student loan/grant? Yes No

Confirmation of registration as a student (Immatrikulationsbescheinigung) for the current semester is attached.

The opinion of the Students' Council is attached.

The Copy of the identity card or passport is attached.

I understand that the personal details disclosed above will be stored on a computer system. The data are protected by the data protection provisions laid down in the Code of Social Law (10).

place, date _____ signature _____
| _____ | | _____ |

Opinion of the Students' Council

The Students' Council of the supports the application for a
hardship loan submitted by Ms./Mr.
on (date) Registration no.

We confirm that the aforementioned student is pursuing her/his studies as required.

The applicant has satisfied the Students' Council that she/he is suffering financial hardship and that the loan will be used to finance her/his studies.

Remarks:

**For information
only!
Please use the
german version!**

.....
place /date

.....
stamp / signature of the
Students' Council



STUDENTENWERK FRANKFURT (ODER)

Studentenwerk Frankfurt (Oder), Paul-Feldner-Str.8, 15230 Frankfurt (Oder)

Gläubiger-Identifikationsnummer: DE42ZZZ00000048489

Mandatsreferenz:

D											-					
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(Debitor-Nummer)

(Mandat)

Erteilung einer Einzugsermächtigung und eines SEPA-Lastschriftmandats

Diese/s Einzugsermächtigung/SEPA-Lastschriftmandat gilt für meinen aktuellen Darlehensvertrag mit dem Studentenwerk Frankfurt (Oder).

1. Einzugsermächtigung

Ich/Wir ermächtige(n) das Studentenwerk Frankfurt (Oder) widerruflich, die von mir/uns zu entrichtenden Zahlungen bei Fälligkeit durch Lastschrift von meinem/ unserem Konto einzuziehen.

2. SEPA-Lastschriftmandat

Ich/wir ermächtige(n) das Studentenwerk Frankfurt (Oder), Zahlungen von meinem/ unserem Konto mittels Lastschrift einzuziehen. Zugleich weise(n) ich/wir mein/ unser Kreditinstitut an, die von dem Studentenwerk Frankfurt (Oder) auf mein/ unser Konto gezogenen Lastschriften einzulösen.

Angaben zum Zahler (Kontoinhaber)

Name	
Straße und Hausnummer	PLZ und Ort
Kreditinstitut des Zahlers	
BIC	IBAN

Hinweis: Ich/wir kann/können innerhalb von acht Wochen, beginnend mit dem Belastungsdatum, die Erstattung des belasteten Betrages verlangen. Es gelten dabei die mit meinem/ unserem Kreditinstitut vereinbarten Bedingungen.

Vor dem ersten Einzug einer SEPA-Basislastschrift wird der Zahlungsempfänger mich / uns über den Einzug in dieser Verfahrensart unterrichten und mir/uns die gültige Mandatsreferenz mitteilen.

Datum

Unterschrift(en) des/der Zahler(s) / Kontoinhaber(s)