



General Terms and Conditions

for Renting Student Accommodation run
by the Student Services Organisation in
Frankfurt (Oder)

- only for information -

General Terms and Conditions for Renting Student Accommodation run by the Student Services Organisation in Frankfurt (Oder)

as at 01.11.2012

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printed on recycled paper

General Terms and Conditions for Renting Student Accommodation run by the Student Services Organisation in Frankfurt (Oder)

I. Entitlement to rent student accommodation

1. Students who have paid the social services contribution (Sozialbeitrag) and are enrolled at one of the universities with which the Student Services Organisation in Frankfurt (Oder) is associated are entitled to rent student accommodation run by that organisation.

2. Tenants shall provide proof of their continued entitlement to rent student accommodation by 15th April and 15th October of each year by providing valid proof of enrolment (Studienbescheinigung) at the relevant university or college without further demand.

3. If there are any doubts as to whether a tenant is entitled to rent student accommodation, the landlord has the right to ask him/her to provide further proof of entitlement.

4. If a tenant fails to provide further proof of entitlement, even after receiving a reminder with a deadline, the landlord has the right to terminate the tenancy for good cause without notice in accordance with Section 543(1) of the Civil Code (BGB). In such cases, the landlord may also choose to terminate the tenancy for good cause by giving the usual period of notice.

II. Rent

1. The Student Services Organisation bases the rents on the costs of each hall of residence and the size of the rented room, place in shared accommodation or apartment.

2. The landlord may review the rent and the components thereof if the costs incurred by himself or calculated on the basis of the Second Ordinance relating to rent calculations (Zweite Berechnungsverordnung, (II.BV)) are no longer covered by the current rent. The landlord

will give the tenant written notification of any changes in the rent. The revised rent shall then be paid as from the specified date.

3. If the tenancy agreement begins after the first day of a month the rent for that month will be calculated on the basis of the number of days remaining in that month.

4. If the bed/room/apartment was available to the tenant from the beginning of a month but the tenant did not move into the accommodation until a later date for reasons due to his/her personal circumstances the rent for the full month shall be payable. No exceptions can be made to this rule.

III. Rental payments

1. Tenants must open a current account for the duration of the tenancy and provide the landlord with a revocable direct debit authorisation/SEPA direct debit mandate for that account which covers the rental payments. Tenants must ensure that there are sufficient funds on the current account to pay the rent. The tenant must give the direct debit authorisation/SEPA direct debit mandate to the landlord together with the signed tenancy agreement.

2. The rent will be debited from the account specified by the tenant on the fifth working day of each month.

3. If it is not possible to debit the rent that is due, the tenant shall pay any costs incurring as a result. Furthermore, the Student Services Organisation is entitled to charge an administrative fee in such cases. The tenant will be responsible for paying any fees incurred by debit notes being returned. The landlord will not undertake a second attempt to debit the amount due and the tenant shall pay the rent arrears by bank transfer. In addition,

interest on the arrears, payable from the date on which the rent was due, will be charged from the third reminder. If it becomes necessary to issue a court order in respect of the rent arrears, the cost of the proceedings shall also be borne by the person owing the rent.

IV. Deposit

1. The tenant shall pay a deposit equivalent to not more than three months' rent before moving into the student accommodation. The deposit shall be paid into the bank account of the Student Services Organisation by bank transfer.

2. The deposit paid by the tenant can be set against

- a. any damage caused to the rented accommodation or furniture/equipment in the accommodation,
- b. any items of furniture or equipment or keys that are lost,
- c. or used to settle any other outstanding claims by the landlord.

3. The deposit, minus any deductions for damage, lost items or other outstanding claims, will be refunded to the tenant after the accommodation has been vacated and after handover to the landlord. The deposit will be refunded around three months after the confirmed end of the tenancy agreement by transfer to an account specified by the tenant. The three month period is not applicable if any of the items listed under 2 a-c above apply when the rented accommodation is inspected at handover to the landlord at the end of the tenancy. If the deposit is to be paid into a bank account abroad, the landlord is entitled to deduct any bank charges incurred. Tenants may not use the deposit to settle any claims against the landlord during their tenancy, unless such claims have been confirmed.

4. No interest is payable on the deposit paid by the tenant (Section 551(3), 5th sentence, of the Civil Code). The deposit will be forfeited if it is not possible

to refund it within the six month period after the period of tenancy has ended for reasons for which the landlord is not responsible.

V. Start of tenancy / handover to tenant

1. Tenancy will begin on the day specified in the tenancy agreement. Handover of the accommodation will take place during the landlord's or his representative's business hours from Monday to Friday. If the period of tenancy begins on a Saturday, Sunday or public holiday, handover will not be possible until the following working day.

2. Tenants will only be able to move into the rented accommodation when

- a. the deposit has been paid,
- b. a direct debit authorisation/SEPA direct debit mandate has been set up,
- c. proof of enrolment at the university (Studienbescheinigung), or a copy thereof, has been submitted to demonstrate that the tenant is entitled to rent student accommodation.

3. At handover to the tenant, the condition of the accommodation and whether the furniture and equipment in the rented accommodation is complete or not will be recorded in a handover checklist which must be signed by both the tenant and the landlord. By signing the handover checklist, the tenant acknowledges that the rented accommodation is in an acceptable condition. Any damage or missing items of furniture or equipment must be recorded in the handover checklist.

VI. Changing accommodation / Removals

1. It is possible to move into different student accommodation, subject to a written application and an administrative fee.

2. A tenant may move into different student accommodation only after a tenancy agreement for the new accommodation has been concluded with the

landlord. A period of three working days is generally allowed for removals. If the landlord is unable to relet the previous accommodation after this period through the fault of the tenant, any costs incurred by the landlord (loss of rental income etc.) will be charged to the tenant.

3. Removals are only permitted during the landlord's (or his representative's) hours of business from Monday to Friday. The date and time at which the tenant vacates his accommodation shall be arranged with the landlord or his representative at least 48 hours in advance. The provisions under Sections V and IX, paragraphs 2-8 of these General Terms and Conditions shall apply.

VII. Notice to terminate the tenancy served by the tenant

1. Tenants may give written notice to the landlord to terminate their tenancy at any time after the first three months following the conclusion of the tenancy agreement, subject to the period of notice specified under Section 2 of the tenancy agreement.

2. Tenants shall give notice to terminate their tenancy when they are no longer entitled to live in student accommodation. The period of notice referred to in the first paragraph of this Section shall be observed.

3. Furthermore, tenants have the right to terminate their tenancy without observing the usual period of notice in exceptional cases as provided for in the relevant statutory provisions.

VIII. Notice to terminate the tenancy served by the landlord

1. The landlord is entitled to give notice to terminate the tenancy with the usual period of notice without stating his reasons for doing so. In such cases, notice will be given in writing by the third working day of the month and become effective at the end of the following month.

2. The landlord may also give written notice to terminate the tenancy with the usual period of notice before the date specified in the tenancy agreement in the following cases:

a. The tenant is no longer entitled to rent student accommodation in accordance with the General Terms and Conditions for Renting Student Accommodation or he/she has failed to submit proof of enrolment at the university by the specified deadline; or

b. the tenant has repeatedly and/or seriously infringed the terms of the tenancy agreement and continuation of the tenancy agreement is no longer acceptable to the landlord.

Notice to terminate the tenancy must be given in writing by the third working day of a month and will become effective at the end of the following month.

3. The landlord is entitled to terminate the tenancy without notice on exceptional grounds in the following cases:

a. The tenant is in arrears with two months' rent;

b. the tenant has been using the rented accommodation for purposes other than those stated in the tenancy agreement, in particular if he has allowed a third party or third parties to live in the accommodation or part of it without permission;

c. the tenant has repeatedly infringed other obligations arising from the tenancy agreement, even after being asked to desist from doing so;

d. the tenant is no longer entitled to live in student accommodation or fails to provide proof of enrolment at the university by the specified deadline.

In addition, the landlord has the right to terminate the tenancy in exceptional cases on grounds provided for in the relevant statutory provisions.

4. Whenever the landlord is justified in terminating a tenancy without notice, the tenant shall pay a fee for the accommodation after the date on which the

tenancy was terminated and beyond the date on which the accommodation was actually vacated. The fee will be equivalent to the total rent due for the accommodation and will be fixed by the landlord. The tenant's obligation to pay shall continue either until the accommodation is relet or until such time as the tenancy ends in accordance with Section 2 of the tenancy agreement, but until the end of the month after the month in which the tenancy agreement was terminated at the latest.

IX. Termination of tenancy

1. The tenancy will end
 - a. on the day specified in the tenancy agreement in the case of fixed-term tenancy agreements;
 - b. if the tenancy is terminated by the tenant, on the last day of the month stated in the tenant's written notice of termination;
 - c. if the tenancy is terminated by the landlord, on the day stated in the landlord's written notice of termination.
2. The tenant shall ensure that handover of the rented accommodation to the landlord can take place at the latest by 10 a.m. on the last working day before the tenancy is due to end. Handover shall take place during the landlord's, or his representative's, hours of business and the time/date of handover shall be arranged at least 48 hours in advance.
3. The tenant shall ensure that the condition of the accommodation at handover will enable the landlord to relet it without cause for complaint. Attention is drawn to the following points in particular:
 - a. Any damage to the accommodation (including furniture and equipment belonging to the accommodation) or defects for which the tenant is responsible (cf. Section XIX) shall be repaired properly and professionally.
 - b. The tenant shall have carried out any repairs to the accommodation for which he bears the responsibility (cf. Section

XIII, paragraph 2).

- c. Any furniture or equipment belonging to the rented accommodation but which the tenant may have removed from it shall be returned to the accommodation in its original condition.
 - d. The tenant must remove all personal belongings from the rented accommodation and any other rooms which he/she also used.
 - e. The tenant must ensure that the rented rooms are thoroughly cleaned.
4. The landlord is entitled to inspect the rented accommodation prior to the handover date to check its condition. The tenant shall arrange a date and time for the inspection with the landlord or his representative so as to allow at least six working days between inspection and handover. The tenant shall ensure that he/she is present in person on both occasions. If this is not possible, a designated representative must be authorised in writing to let the landlord or his representative enter the rented accommodation and to ensure proper handover of the accommodation to the landlord or his representative on the tenant's behalf.
 5. Any defects or damage noted during the inspection in accordance with paragraph 4 above will be recorded in writing. If the tenant is responsible for the damage he/she shall carry out the repairs by the date on which the accommodation is due to be handed over to the landlord in accordance with Section 326 of the Civil Code. The landlord is entitled to repair any damage or defects which have not been repaired by the date of handover or to have them repaired. In such cases, the tenant shall reimburse any costs incurred by the landlord and as a result of claims made by third parties. This also applies if the tenant prevents the rented accommodation from being inspected on time or refuses to let it be inspected.
 6. The tenant shall be liable for any costs incurred by the landlord if he/

she vacates the rented accommodation after the specified date, in particular for the cost of providing accommodation for the next tenant selected by the landlord.

7. By the specified handover date at the latest the tenant shall

a. return all keys to the rented rooms, and to any other rooms used by tenant, to the landlord,

b. give the landlord his full new address,

c. give the landlord details of the bank account into which the refunded deposit for the accommodation and any other refunds, if relevant, shall be paid.

8. The landlord has the right to remove any items of personal property which the tenant has left in the rented accommodation or other rooms used by the tenant in spite of his/her obligation to remove them at the end of his/her tenancy. Any of the items that the landlord has taken into safekeeping shall become the landlord's property if they are not claimed within twelve months. The landlord shall only be liable for any damage to the items in his safekeeping or their loss if that damage or loss was caused by gross negligence or deliberately. The landlord is not obliged under any circumstances to insure such items or to provide insurance cover other than that which he has for his own property. The tenant shall be liable to reimburse the landlord for any costs the latter may have incurred owing to the tenant's failure to remove his/her property from the rented accommodation. The landlord is entitled to refuse to hand over the items of property concerned until he had been paid the amount owed to him by the tenant on account of these claims or any other claims resulting from the tenancy agreement in accordance with the landlord's lien.

X. Use of the rented accommodation by third parties

1. Under no circumstances are third parties permitted to use the rented accommodation or any part thereof. Nor

are third parties permitted to move into the rented accommodation.

2. Private visitors are permitted to stay in the rented accommodation for up to two weeks. The landlord shall be notified of any such visitors.

3. The accommodation may be placed at the disposal of another student who has not yet been allocated a place in a hall of residence (in exceptional cases, e.g. if the tenant is temporarily absent for reasons connected with his/her studies) subject to a written request and the landlord's written approval. In such cases, the tenant shall remain solely responsible for fulfilling any obligations towards the landlord in respect of the tenancy agreement.

XI. Tenants' obligations

1. Tenants shall treat the rented accommodation and any rooms, furniture and equipment they use with care. The rented accommodation shall be looked after and cleaned regularly with suitable products and equipment. Any other rooms used by the tenants shall be cleaned after use. Tenants shall take all reasonable precautions to prevent the destruction of, or damage to, the rented rooms and any other rooms they are entitled to use as well as the loss or destruction of any associated items or damage to such items. This includes in particular:

a. ensuring the rooms are kept locked;

b. open fires, embers and electrical heaters must not be used without supervision;

c. windows and doors shall be secured against slamming shut;

d. the rented accommodation shall be kept free of vermin.

Tenants shall be responsible for cleaning any communal rooms and other communal areas in the accommodation such as the toilets and bathrooms, cooking facilities or kitchens, storage areas and corridors in shared accommodation, including the furniture, equipment and

fittings. The landlord does not provide cleaning products or toilet paper.

2. Tenants shall notify the landlord or his representative of any defects, damage or faults without delay. If a tenant fails to report any damage or does not report it on time he/she will be liable for any consequential damage even he/she was not responsible for the initial damage.

3. Tenants are not permitted to install or use cooking equipment, refrigerators, washing machines, spin dryers, electrical laundry dryers, dish washers or similar equipment in rooms that are not designed for such purposes.

4. Tenants are not permitted to tamper with any gas, electrical, water or waste water installations in the rented accommodation or in any other facilities they use or with any equipment or fittings installed by the landlord. Nor are tenants permitted to stick any additional floor coverings (such as carpets, linoleum, PVC, wood, etc.) over the existing floor coverings.

5. Tenants shall observe all legal regulations pertaining to the safety of the buildings including fire safety regulations at all times. In particular, storage of highly flammable or toxic materials in/on any of the buildings or properties operated by the landlord is prohibited, as is locking or blocking escape routes and placing combustible objects in any of the circulation areas.

6. It is not permitted to keep animals in university accommodation.

7. Tenants must ensure that disinfection measures can be carried out in the rented accommodation should any such measures be arranged centrally by the landlord.

8. Tenants shall ensure that the rented accommodation is adequately heated during the heating period (October to April), including during their absence. If any tenant fails to do so, and the rented accommodation is damaged as a result, he/she shall be liable to reimburse the landlord for any expenses incurred on

account of such damage.

9. If a tenant is absent for longer than four weeks, he/she shall ensure that he/she personally or someone acting on his/her behalf turns on each of the taps in the accommodation and lets the water run for five minutes in order to prevent the development of Legionella bacteria.

10. Tenants may only use the rented accommodation for the purpose specified in the tenancy agreement. In particular, residential accommodation shall not be used for commercial purposes.

XII. Use of communal facilities

1. Tenants shall treat any communal facilities, including any such facilities referred to in the tenancy agreement and any rooms otherwise available for communal use, with care. In addition, tenants are required to ensure that all such rooms are cleaned regularly. In the case of communal facilities in shared accommodation, the tenants themselves shall be responsible for drawing up a cleaning rota.

2. Tenants shall ensure that the rented rooms and any communal facilities are properly ventilated and heated. Rooms, circulation areas and outdoor areas/facilities in the hall of residence concerned which are accessible to non-residents shall be treated with care and shall without exception be cleaned and tidied up after use.

3. Tenants in shared accommodation (student flats for two or more people, separate corridors etc.) shall be jointly responsible for cleaning all communal facilities in the shared accommodation. This applies to kitchens, bathrooms and toilets in particular. The landlord has the right to check at any time that such facilities are being properly cleaned. If this is not the case, the landlord is entitled to issue a warning and may either clean the rooms himself or have them cleaned professionally at the tenants' expense. Tenants in shared accommodation,

separate flats for two people or separate corridors are jointly responsible for cleaning their accommodation. Tenants will also be jointly responsible for paying for any cleaning organised by the landlord.

XIII. Maintenance and structural alterations to the rented accommodation

1. The landlord is responsible for maintaining the student accommodation in a good structural condition. He is entitled to carry out any repairs or structural alterations required to maintain the building or the accommodation, to eliminate any imminent hazards, to repair any damage or to improve the economic viability of the accommodation without the prior consent of the tenant(s). Tenants must ensure that it is possible to enter the rooms to enable any such work to be carried out and must tolerate such work. Tenants must not hinder such work or cause it to be delayed. Any infringement of this obligation may result in claims for compensation. The landlord will give adequate notice to the tenants concerned whenever such work is to be carried out unless exceptional circumstances prevent him from doing so (for example if work has to be carried out urgently).

2. Tenants shall carry out any minor repair work that is necessary owing to damage they have caused properly and at their own expense.

3. Tenants are not permitted to undertake any structural alterations on the rented accommodation. Any exceptions to this rule require the prior approval of the landlord in writing. Tenants shall restore the accommodation to its original condition at the end of their period of tenancy; this also applies to any alterations for which permission was given.

4. Tenants are liable for any damage arising in connection with any work they have carried out. This also applies to work carried out with the landlord's prior written approval.

5. The landlord may require a tenant to move into equivalent accommodation temporarily if it is necessary to carry out any extensive structural work, complex repairs, redecorating, etc.

XIV. Decorating the rented accommodation

1. The rented accommodation will be decorated by the landlord or a party commissioned by him. Tenants must let the landlord enter the accommodation in order to redecorate it if ever it is deemed necessary to do so during the period of tenancy and they must tolerate such work. Reference is made to Section XVII: Access to the rented accommodation.

2. Tenants must accept that the rented accommodation may not be freshly decorated at the beginning of their tenancy. They are responsible for ensuring that the accommodation is kept in an acceptable condition (x) and is in an acceptable condition at the end of their tenancy (as detailed in the relevant handover checklist).

(x) „Acceptable condition“ means:

- the rented accommodation and all rooms used during the period of tenancy are fit for use, are clean and hygienic and the paintwork and walls are in good condition,
- all items of basic furniture and equipment belonging to the rented accommodation or to any other rooms used during the period of tenancy are present and are fit for use or in proper working order.

XV. Furniture and equipment

1. Tenants are entitled to basic items of furniture in accordance with the standard of the relevant hall of residence and will be given a list of the furniture and equipment in the accommodation when they move in. The landlord shall be notified immediately if there are any discrepancies between the furniture and equipment actually available in the accommodation and that listed.

2. Tenants shall treat the equipment provided for their use or intended to be used jointly by several tenants and the accommodation itself with care and are responsible for cleaning it regularly. Tenants are not permitted to change the furniture or equipment or give it to a third party or third parties. The removal of equipment or fittings permanently installed in the building is regarded as a structural alteration as defined under Section XIII (3) and is therefore prohibited.

3. Tenants shall pay the full cost of repairing or replacing any furniture damaged or lost if they or their guests are at fault.

XVI. Keys

1. Tenants are responsible for keeping all keys to the rented rooms or other rooms they are permitted to use in a safe place and for ensuring that unauthorised persons do not have access to them.

2. Tenants shall notify the landlord immediately if any keys are lost.

3. If a lost key belongs to a lock forming part of a master key system the landlord has the right to replace all the locks belonging to the system if the safety of other tenants can no longer be guaranteed.

4. Only the landlord is permitted to purchase replacement locks and keys. The tenant shall reimburse the landlord for all expenses incurred as a result. The landlord may ask the tenant to pay a fixed sum for patent keys or locks by way of recompense without providing proof of the cost unless it can be shown that the expenses incurred were greater.

5. Tenants are not permitted to replace any locks installed by the landlord.

6. Tenants shall return all keys to the landlord's representative when they vacate the rented accommodation. This also applies to any other keys which a tenant may have obtained without permission.

XVII. Access to the rented accommodation

1. Tenants shall enable the landlord or his representative to enter the rented accommodation in the following cases:

a. to inspect the condition of the accommodation at appropriate intervals during normal working hours;

b. to carry out work on the accommodation (repairs, maintenance and structural alterations to the rooms);

c. if any individual's life or health is at risk;

d. whenever it is necessary to locate, prevent and repair any serious damage or stop any disturbances;

e. to view the accommodation prior to handover before the end of the period of tenancy at a time arranged during normal working hours on a working day.

2. If it is necessary to enter the accommodation for reasons detailed under a), b) and e) of paragraph 1 above the landlord will inform the tenant as early as possible of the date on which access to the accommodation will be necessary as well as the approximate duration of access.

3. If neither the tenant nor his/her representative is present at the arranged time/date or in the event of an emergency as detailed under c) and d) of paragraph 1 above the landlord has the right to enter the accommodation using his spare key.

4. If a tenant refuses to let the landlord enter the accommodation or makes it difficult for him to do so he/she will be responsible for any damage occurring as a result.

5. The tenant may give the landlord written permission to enter the accommodation in his/her absence in good time if he/she is unable to be present at the time and date specified by the landlord and is not able to arrange for a representative to be present.

6. The landlord may enter communal facilities, corridors and other rooms that

are also accessible to visitors or third parties at any time without advance notice. This also applies to rooms that are not covered by the tenancy agreement but which tenants are permitted to use.

XVIII. Landlord's liability

1. The landlord shall not be strictly liable for any damage present on conclusion of the tenancy agreement (warranty liability). Section 536 a(1), first alternative, of the Civil Code does not apply in this case.
2. The landlord shall only be held liable for harm caused to tenants and/or their visitors and/or for damage to property belonging to tenants and/or their visitors if he or any of his agents are at fault. Liability is limited to deliberate acts and to gross negligence.
3. Under no circumstances shall be landlord be held liable for damage to tenants' personal property which is stored in unlocked rooms or in rooms to which several people have access. This also applies to tenants' personal property kept in rooms to which only the landlord can permit access.
4. Under no circumstances is the landlord obliged to provide insurance cover for property stored by the tenant.

XIX. Tenants' liability

1. Tenants will be liable towards the landlord for any damage to, and defects in, the property rented from the landlord, including furniture and equipment, if they are at fault, in particular if they infringe the tenants' obligations set out in these General Terms and Conditions. Tenants will also be liable for any damage caused by their visitors or agents.
2. Tenants shall, if at fault, reimburse the landlord for any items of furniture or equipment that have been lost or damaged during their tenancy or which are missing or damaged at the end of their period of tenancy.

3. Tenants will be liable towards the landlord for any losses incurred by the landlord if they fail to hand over the rented accommodation on time at the end of their tenancy so that the landlord is unable to relet the accommodation.

4. Tenants in shared accommodation shall be jointly and severally liable towards the landlord for fulfilling their obligations arising out of the tenancy agreement unless it can be shown that individual tenants are not at fault.

5. Unless the individual grounds for liability set out in these General Terms and Conditions or in any other contractual agreements are covered by other provisions, the landlord will offer tenants the opportunity to repair any damage or defects for which they are liable by a deadline and at their own expense, unless this is not possible owing to urgent circumstances or other good reasons in individual cases. Tenants will be given a certain period of time in which to consider the offer. If a tenant accepts the offer, the landlord may request proof that the work has been carried out professionally (e.g. by a registered company). This provision does not apply to repairs to sanitary, heating and electrical installations and any such installations will be repaired by a company commissioned to do so by the landlord and will be charged to the person who caused the damage.

6. If a tenant does not accept the landlord's offer referred to in paragraph 5 above in writing by the specified deadline or fails to keep the deadline set for completion of the work, the landlord has the right to commission a company to do the work instead. In this case the tenant shall reimburse the landlord for the cost of the work.

7. If a tenant requests the landlord to have any work for which he/she is responsible carried out by the landlord's employees the landlord is entitled to require that tenant to reimburse him for the cost of the work, based on the usual

hourly rate for such work (plus the cost of any materials).

XX. Parking

1. Tenants must park their vehicles on the designated parking spaces and bicycles must be placed in the designated storage areas. Parking in safety zones, on access roads for the emergency services, in driveways or in front of the entrances to buildings is not permitted. There is no obligation on the part of the landlord to provide parking spaces for tenants.

2. It is not permitted to leave any defective, unused or unregistered vehicles in the grounds of the halls of residence operated by the landlord. Any such vehicles left on the grounds will be towed away and the cost of towing will be charged to the owner of the vehicle.

3. It is not permitted to repair vehicles in the grounds of the halls of residence operated by the landlord or in their direct vicinity if such work would constitute a nuisance to others. In particular, any work that could pollute the environment (such as changing oil) is prohibited.

XXI. House Rules

The House Rules are an integral part of the tenancy agreement. Tenants will be given a copy of the House Rules when they receive their tenancy agreement and a copy of the General Terms and Conditions.

XXII. Miscellaneous

1. The director of the Student Services Organisation or her representative will ensure that the house rules for the university accommodation are complied with.

2. In the case of shared accommodation, individual tenants shall give each other the authority to accept and make any declarations concerning the rented accommodation. As a result, any declarations of intent made to the landlord by one of tenants will also apply to the other tenants.

3. In such cases (see paragraph 2 above) any declarations of intent made by the landlord to any single tenant shall also apply to all tenants.

4. If any provisions of the tenancy agreement or these General Terms and Conditions are invalid, the validity of the remaining provisions will not be affected. Invalid provisions may be replaced by others with the same economic or legal aim within the permitted statutory limits.

5. Any other agreements will only be valid if they are made in writing and are signed by both the tenant and the landlord.

6. As part of the tenancy agreement, tenants shall declare that they agree to let their particulars be kept in files held by the landlord and used for internal purposes. Personal data will not be passed on to third parties wherever this is not permitted by law. The data will be destroyed in compliance with statutory provisions on the protection of personal data at the end of the period of tenancy.

XXIII. Effective date

The „General Terms and Conditions for Renting Student Accommodation run by the Student Services Organisation in Frankfurt (Oder) (Studentenwerk Frankfurt (Oder))“ will take effect on 1st January 2013 and will supersede the „General Terms and Conditions for Renting Student Accommodation run by the Student Services Organisation in Frankfurt (Oder) (Studentenwerk Frankfurt (Oder))“ of 1st June 2001 and the „Directive for the Allocation of Places in Student Accommodation run by the Student Services Organisation in Frankfurt (Oder) (Studentenwerk Frankfurt (Oder))“ of 1st June 2001.

Frankfurt (Oder), 01.11.2012

Dr. Hartmann
Director

Fire Safety Rules

I. Fire prevention

1. The primary aim of fire safety measures is to prevent fires. To avoid the risk of fire, it is therefore prohibited to use or store materials or substances that may constitute a fire hazard anywhere in university accommodation. Furthermore, open fires, heaters or other electrical heating appliances must not be used without supervision. Tenants must at all times prevent others from causing fire hazards.
2. When you move into student accommodation please take time to locate fire extinguishers and other safety equipment in your building.
3. Access to fire stairs must be possible at all times. Doors to escape routes must not be blocked or locked.
4. Take note of the location of the fire detectors and fire extinguishers on your corridor, in the lifts and stairways. Please notify the property manager (Hausverwaltung) if you notice that any of the fire detectors or fire extinguishers do not appear to be in good working order or are missing.
5. Fire and smoke doors are only effective if they are closed in the event of a fire. Never keep such doors open with wedges or by other means.
6. Access points and parking areas reserved for the fire service and fire hydrants in front of buildings must not be blocked by vehicles or other objects. This also applies to fire-fighting facilities in the building such as connections to rising mains.
7. Do not dispose of cigar or cigarette butts in waste paper baskets. Smoking is prohibited in corridors and on stairways.
8. All access roads for the fire service shall be kept free at all times.

9. Tampering with automatic fire detectors and misuse thereof is prohibited and any offenders will be prosecuted.

II. What to do if a fire starts

If a fire starts in spite of the fire precautions the following advice given by the fire service should be heeded:

1. Keep calm. Do not panic.
2. Fires must be fought as soon as they start wherever possible. You should attempt to extinguish any fires without delay.
3. If you notice a fire but cannot extinguish it straightaway raise the alarm immediately.
 - a) Call the fire service without delay by dialling 112 and stating the following:
 - the location of the fire
 - the type of fire (what's burning, the intensity of the fire)
 - any particular dangers, such as whether anyone is in danger)
 - your name.
 - b) The caretaker,
tel., and the Studentenwerk office,
tel., must also be notified immediately.
4. Only use safe emergency exits. Never use the lifts in the event of a fire.
5. Check whether the way to the stairway is free. If it is, alert any other tenants who are at risk if possible. Call the fire service on 112 if this has not already been done and make your way downstairs. Leave the building and report to the fire service.
6. If you cannot reach the stairway, if it is full of smoke or the source of the fire is located in the stairway you should

remain in your apartment or room. Keep the door closed to prevent smoke getting into the apartment. Call 112 and attract attention to yourself at the window. Pay attention to any instructions given by the firefighters.

7. Make yourself available to the firefighters. They need your knowledge of the residents and the locality.

8. Call the fire service if you notice a fire even if you are not directly affected. Never rely on someone else to call the fire service. Prompt action on your part may save lives.

9. Close all doors and windows to avoid draughts. It is particularly important to ensure that the doors to other fire compartments (fire doors) are closed to prevent the spread of fire.

10. On arrival, the fire service will take charge of fighting the fire and rescuing anyone in danger in the building. The instructions given by the firefighters must be followed at all times.

11. Switch off all electrical appliances. Do not turn off electrical lighting as it can facilitate rescue work in smoke-filled rooms, even during the daytime.

House Rules

for Halls of Residence run by the Student Services Organisation in Frankfurt (Oder)

It is only possible for residents to live together in harmony if a certain degree of order is maintained. The following rules have been drawn up with this aim in mind and are an integral part of the tenancy agreement. Infringements of the House Rules may lead to your tenancy being terminated without notice.

I. Shared accommodation

1. Tenants are responsible for keeping their apartments and buildings tidy and clean and must behave in such a way that they do not disturb other tenants.
2. Tenants must respect the need for quiet, particularly between 8 p.m. and 8 a.m. Radios and televisions must be turned down so they do not disturb other tenants.
3. Tenants will be held responsible for their visitors' behaviour.
4. Staff in the building may not be asked to carry out errands for the tenants.

II. Communal facilities

1. Communal facilities (such as showers, kitchens, storage areas, laundry rooms, bicycle storage areas, etc) may only be used by the tenants. They shall be left in a clean condition after use and locked.
2. Tenants use washing machines, dryers and other equipment and appliances provided for communal use at their own risk. Laundry may **only be** washed and dried in the designated rooms.
3. Tenants must keep the outside doors closed and locked between 8 p.m. and 7 a.m.

III. Rules for rooms and miscellaneous

1. Tenants must keep their own rooms and any other rooms and facilities (such as bathrooms, kitchens and corridors) in a tidy condition so that they can receive visitors at any time. They must clean the rooms and facilities themselves. It is not permitted to throw or pour anything out of the windows or from the balconies.
2. Tenants are asked to separate rubbish and dispose of it in the designated bins. Bins must be emptied into the appropriate containers at least every other day.
3. The use of heating or cooking appliances in the rooms is not permitted. Tampering with electrical wiring or connections is prohibited.
4. Any damage to furniture or equipment in the accommodation must be reported to the caretaker (Hausmeister) immediately.
5. Doors to the apartments must be locked whenever the tenants leave. The Student Services Organisation in Frankfurt (Oder) cannot accept any responsibility for the loss or theft of any personal belongings.
6. It is not permitted to change the locks (or install new lock cylinders).
7. In the interests of tenants' health, smoking is not permitted in communal facilities or in corridors.
8. Please do not waste electricity or water.
9. Before leaving your room or apartment please close all windows, turn off the lights, make sure the taps are turned off properly and turn down the **heating**.
10. All tenants are required by law to report to the local Citizens' Registration Office (Bürgeramt/ Einwohnermeldeamt) within the period stipulated by law whenever they move into or out of student accommodation.

