

Dormitory Statutes

Salzburger Studentenwerk

1. Operator of the Student's Dormitories

Salzburger Studentenwerk, Billrothstraße 10-18, A-5020 Salzburg, ZVR 928076719.

2. Purpose of Dedication

- 2.1. The association is non-political, its non-profit activity is not directed towards profit in the sense of the Federal Tax Code. The potential surplus of funds is to be fully allocated to the purpose of the association.
- 2.2. The purpose of the association is to support pupils and students in their studies within the meaning of §4 of the Student Housing Act (Studentenheimgesetz = StudHG), as amended. This support aims at the ideological, moral, character, intellectual and free personality development of the students. It relates to personal progress, study and research. This support shall be available to all students without distinction as to gender, citizenship, or social status or religious denomination
- 2.3. For better understanding as well as for grammatical simplification of the formulations, these statutes have been drawn up using the masculine form. This also includes the feminine (female gender) in its respective form. Thus, the chosen (masculine) form for all personal expressions comprehends both genders.

3. Allocation of Places in Student's Dormitories

- 3.1. **Conditions:** Places in dormitories may only be granted to students according to § 4 StudHG who are willing to acknowledge the dormitory statutes. There is no legal entitlement to a place in a specific dormitory.
- 3.2. **Allocation of Places in Dormitories:** A confirmation is made exclusively on the basis of an electronic registration via the online registration form on the website <https://studentenheim.at>. The confirmation is made by submission of the dormitory contract via email.

Registration for the following dormitory year for persons without a valid dormitory contract for a dormitory of Salzburger Studentenwerk:

After registering electronically at <https://studentenheim.at>, the applicant will receive a confirmation of registration via email within 5 calendar days. As of 15th April, of the current dormitory year, at the latest, the applicant will receive a dormitory contract via email, depending on availability and their fulfilment of the requirements. This contract must be signed and returned electronically to the sender's email-address within 5 calendar days.

Registration for the following dormitory year for persons with a valid dormitory contract for a dormitory of Salzburger Studentenwerk:

A registration for a new contract for the upcoming year is possible from 1st March. to 15th March. of the current year. The registration is made at <https://studentweb.studentenheim.at/studentWeb/login>. After registration, the applicant will receive a confirmation of registration via email within 24 hours.

As of 15th March, of the current dormitory year, at the latest, the applicant will receive a new dormitory contract via email, depending on availability and their fulfilment of the requirements according to §5a, §11 StudHG. This contract must be signed and returned electronically to the sender's email-address within 5 calendar days.

Registration for the current dormitory year for persons without a valid dormitory contract for a dormitory of Salzburger Studentenwerk:

After registering electronically at <https://studentenheim.at>, the applicant will receive a confirmation of registration via email within 5 calendar days. Depending on availability and their fulfilment of the requirements, the applicant will receive a dormitory contract via email, which has to be signed and returned electronically to the sender's email-address within 5 calendar days.

- 3.3. **Duration of Contract:** Dormitory contracts end no later than the end of the current dormitory year.
- 3.4. **Allocation Criteria:** Places in dormitories are allocated on the basis of the association's purpose and objectives, with special consideration given to social needs. In the process of allocation, academic success and the distance of the place of study is taken into account. Furthermore, the provisions according to §11 StudHG, as amended, are applicable.

Study Record: (Criteria according to the Student Housing Act): For the confirmation of a place at a dormitory, recent semester reports of the previous semester(s) must be submitted. The most recent certificate of enrolment for the commencing semester or academic year must be submitted unrequested within 6 weeks after the beginning of the semester.

4. Dormitory Year

- 4.1. Dormitory year according to §5a (1) StudHG:
Starts 1st September, ends 31st August of the following year
- 4.2. End of semester according to §12 (3) StudHG:
Winter semester ends 28th February, summer semester ends 31st August

5. Dormitory Fee

- 5.1. Payment Obligation
- 5.2. The dormitory contract (all pages) must be filled out and signed in order to formalise a place in a dormitory. Moreover, a direct debit authorization (SEPA) is mandatory.
- 5.3. As soon as the dormitory contract has been received by Salzburger Studentenwerk, the deposit, the administration fee, and the household insurance will be collected from the indicated bank account via SEPA direct debit.

- 5.4. The payment obligation starts with the commencing of the dormitory contract, irrespective of the time of the actual use of the place in the dormitory.
- 5.5. Date of monthly payments: Payments are to be made in advance on the 1st of the respective month and will be collected by SEPA direct debit. Any incurring charges (e.g.: due to unsuccessful direct debits) must be borne by the account holder.
- 5.6. Default of payment/reminder fees: In the event of a late payment, a reminder fee of Euro 3.50 will be charged for each reminder.

6. Deposit

The annually accruing interest revenue from the deposits (calculated on the basis of the average EURIBOR rate over the 3 months preceding the 31st December of the relevant year, minus, at least 0.1% in administrative costs, at least 0.1%) is handed over to the dormitory representatives to use exclusively for the interests of the community of the dormitory's residents in accordance with §14 (2) StudHG. If no dormitory representatives have been elected in a dormitory for the relevant dormitory year, the interest revenue from the deposits is retained as reserve for possible future dormitory representatives.

7. Moving-in Procedure

- 7.1. **Keys:** The dormitories' keys for all dormitories in Salzburg may be collected during the following opening hours at the central administration office at the International College, Billrothstraße 10-18, A-5020 Salzburg. An official identification document is required to collect the keys.

- 7.2. **Moving-in at the commencement of the contract:** On the day of the commencement of the contract, the collection of keys is possible at the following times:

Monday – Thursday:	1 pm – 4 pm
Friday:	1 pm – 2 pm

If the contract commences on a weekend or public holiday, the keys may be collected on the following working day.

- 7.3. **Moving-in after the commencement of the contract:** Moving-in later does not reduce the dormitory fee. From the day after the commencement of the contract, the collection of keys is possible at the following times:

Monday – Thursday:	8 am – 12 pm and 1 pm – 4 pm
Friday:	8 am – 12 pm and 1 pm – 2 pm

- 7.4. **Moving-in before the commencement of the contract:** Moving-in before the commencement of the contract has to be coordinated with the dormitory administration team. Those additional days will be charged on a pro-rata basis.
- 7.5. **Moving-in requirements:** Before you are able to move in to the dormitory, you must submit the signed dormitory contract and the confirmation for the SEPA direct debit procedure. In addition, the deposit, the household insurance, and the administration fee must have been paid.

- 7.6. **Defects and Inventory Record:** When moving into the dormitory, faults and defects must be reported via email to office@sstw.at within one week.
- 7.7. **Registration:** Each dormitory resident has to fulfil the legal obligation to register one's residence within 3 days.
- 7.8. **Contact:** If you have any questions, the dormitory administration team can be reached as follows:

Telephone: 0043 662 930 30 – 0
email: office@sstw.at

- 7.9. **Damage report:** Damage in the rooms as well as in the common areas is to be reported in the internal area of the website <https://stuedntweb.studentenheim.at/studentWeb/login> under "Contact us".

8. Changing Dormitory (Moving)

With a valid dormitory contract, in special cases it may be possible to move dormitory during the current dormitory year with the approval of the management. To ensure an uninterrupted move, the following must strictly be adhered to:

- 8.1. The moving date has to be coordinated with the dormitory administration team.
- 8.2. On the agreed moving date, the keys of the previous dormitory are to be returned to the central administration office at the International College, Billrothstraße 10-18, A-5020 Salzburg before 11:00 am. From 1 pm the keys for the new dormitory may be collected.
- 8.3. Subsequently, a house technician will carry out the room check.
- 8.4. If the keys are not returned in time, a penalty of EUR 80.00 will be charged. After returning the keys, the previous room may no longer be used.

9. Moving-out Procedure

- 9.1. **Key return:** All keys must be returned at the central administration office at the International College, Billrothstraße 10-18, A-5020 Salzburg.
- 9.2. **Moving-out at the expiration of the contract:** The last day for moving-out is the day the contract expires. If the contract expires on a weekend or a holiday, the keys must be returned no later than 11:00 am on the last working day before the weekend or holiday. If the keys are returned after 11:00 am, a penalty of EUR 80.00 will be charged.
- 9.3. **Moving-out before the expiration of the contract:** In case of moving-out before the expiration of the contract, the keys may be returned at the central administration office at the International College, at the following times:

Monday – Thursday: 8 am – 12 pm and 1 pm – 4 pm
Friday: 8 am – 12 pm and 1 pm – 2 pm

- 9.4. **Room check-out:** The room check out is carried out by a house technician after the student has moved out. After returning the keys, the room can no longer be used.

10. Termination

Any premature termination by the dormitory resident must be made in writing, using the form available at <https://studentsweb.studentenheim.at/studentWeb/login>.

11. Dispute Resolution Policy

The dormitories' dispute resolution policy aims to resolve extrajudicial settlements with the assistance of a conflict agent for disputes arising from the dormitory contract, as well as in the case where an agreement on the dormitory statutes has not been reached.

- 11.1. Where a dormitory representation team has been established, the dormitory operator and the dormitory representatives shall consensually appoint a conflict agent for a term to be defined in the dormitory statutes, not exceeding 2 years. In the absence of a consensual appointment of a conflict agent, this function is to be exercised by the ombudsman's office for students. Where a dormitory representation team is established, the dormitory resident's appeal to the conflict agent requires that previous attempts for an agreement with the dormitory operator and the involvement of the dormitory representative have failed.
- 11.2. Where no dormitory representation has been established, a conflict agent shall be appointed without undue delay on a case-by-case basis, at the request of the dormitory resident concerned. If the dormitory operator and the dormitory resident concerned cannot agree on a conflict agent, the function of the conflict agent shall be exercised by the ombudsman's office for students.

12. Dormitory Usage

- 12.1. The rented premises (dormitory place) are subject of the dormitory contract.
- 12.2. The dormitory residents are fully entitled to the rights contained within §6 (1) Clause 1-2 StudHG.
- 12.3. According to §6 (1) Clause 3 StudHG, dormitory residents are entitled to receive visits from other residents of that dormitory or third person visitors for a period of up to 3 days without any restrictions.
- 12.4. The inventory of the room may not be exchanged with the inventory of other rooms.
- 12.5. Cleaning the personal living area falls within the responsibilities of each dormitory resident.
- 12.6. Access to other dormitory rooms is only permitted with the respective resident's permission.
- 12.7. Electronical devices may only be plugged in at the rented rooms if the respective devices fulfil the CE-certification. When leaving the room, inspection of all devices being disconnected (incl. cooking plates) is required.
- 12.8. Facilities and equipment (e.g. washing machines, tumble dryers) are provided by the dormitory operator for the use of the dormitory residents only - not for external persons. In case of damage or increased energy consumption, the dormitory community has to bear any additional costs.
- 12.9. Drying laundry inside the rented rooms is not permitted.
- 12.10. Pets are not permitted in the dormitories of Salzburger Studentenwerk.
- 12.11. Using adhesive materials on walls, furniture, or doors is prohibited. To hang up pictures or posters, the technician of the dormitory must be consulted.
- 12.12. During the statutory night rest from 10:00 pm to 06:00 am it should be absolutely quiet inside and outside the dormitories.

- 12.13. Bicycles: In dormitories with bicycle parking spaces, bicycles must be parked at those spaces. Bicycles ought to be marked with the stickers provided for the current dormitory year by the dormitory administration team. Unmarked bicycles which are not identifiable as the property of a dormitory resident, will be stored from 15th November of the current dormitory year and will be disposed of after 28th February of the current dormitory year.

13. Keys

- 13.1. The keys handed out to the dormitory residents remain the property of the dormitory operator. The keys are to be kept carefully. Handing the keys over to third parties is not allowed. Any loss of keys must be reported immediately to the dormitory administration by the dormitory resident.
- 13.2. Lock cylinders are the property of the dormitory operator and may not be exchanged.
- 13.3. In case of loss of keys, a new lock for the doors concerned will be ordered for safety reasons. The costs for the lock including keys will be charged to the dormitory resident.
- 13.4. In the event of a loss of keys which endangers the safety or property of individual dormitory residents or of the dormitory operator, the dormitory resident concerned is liable for the replacement of the entire locking system.

14. Dormitory Premises

- 14.1. **Dormitory Room:** Rooms that have been assigned by the dormitory operator to a dormitory resident for individual and exclusive use.
- 14.2. **Common Areas:** Rooms that are not individual dormitory rooms and are accessible for dormitory residents. Common areas are open to all dormitory residents and fall within the joint responsibilities of the dormitory residents. The dormitory residents and their visitors are entrusted with the cleanliness and careful usage of the common areas.
- 14.3. **Events / Parties at the Dormitory:** Registration at the dormitory administration is required. The organizer shall be liable for the compliance with all legal provisions. The event rooms must be handed over to the dormitory administration in a clean and tidy condition by 12:00 pm the next day.

15. Dormitory Representation

According to §7 StudHG, the dormitory residents shall elect dormitory representatives from all dormitory residents. According to §7 StudHG, duties may be assigned to the dormitory representatives; the dormitory representatives may be actively involved in the development of the dormitory life in social, cultural or sporting matters.

16. General Information

- 16.1. **Notices:** Notices posted by the dormitory operator in the dormitories and emails from the dormitory administration are binding for the dormitory residents. Each dormitory resident is responsible for the validity of his/her respective email address.
- 16.2. **Employees:** Our employees have defined work fields, tasks and working hours. It is not allowed to use employees of Salzburger Studentenwerk for personal services.

17. Safety Regulations

The fire safety regulations and the water hygiene guidelines, available at <https://studentenweb.studentenheim.at/studentWeb/login>, form a binding part of the dormitory statutes.

18. Dormitory Operator Liability

- 18.1. The dormitory operator is only liable to the dormitory residents within the framework of the legal provisions. If dormitory residents become aware of potential causes for accidents due to defective equipment, i.e. based on technical issues, these need to be reported immediately to the dormitory administration. Dormitory residents themselves are responsible for self-inflicted damage or accidents. These need to be reported immediately to the dormitory administration.
- 18.2. In general, the use of the available premises and other facilities takes place at the user's own risk. No liability is assumed for the personal property of dormitory residents. The dormitory operator is not to be held liable for events that take place in the dormitory buildings not organised by the dormitory operator, in particular events organised by the dormitory representatives or by dormitory residents.
- 18.3. Inadequate performance, failure of performance, noise and other disturbances do not entitle the dormitory residents to a reduction of the agreed dormitory fee or to claims for compensation. The use of all dormitories' facilities by dormitory residents or third parties takes place at their own risk.

19. Dormitory Resident Liability

- 19.1. Damage caused by a dormitory resident must first be reported to the dormitory administration. Any costs which arise for the professional repair will be charged back to the person responsible. Repair by the dormitory resident is only permitted in exceptional cases (after consultation with the dormitory administration). Dormitory residents are of course not liable for damage caused by usual wear and tear, unless avoidable damage or damage caused by the personal lifestyle (e.g. smokers' rooms / apartments need to be repainted by a professional at least once a year). Repairs of (avoidable) damages in the common rooms will be charged to the person responsible.
- 19.2. Costs emerging for false alarms of the fire alarm system will be charged to the responsible person, if he/she is known.

20. Legal Framework

Any regulations and provisions under Austrian law governing the contractual relationship between a dormitory operator and a dormitory resident apply, as amended.

21. Severability Clause

Should any of the provisions of the Dormitory Statutes prove ineffective, this shall not affect the validity of the dormitory contract. Ineffective provisions shall be replaced by corresponding agreements.

ICT User guideline for dormitory residents of the dormitories of Salzburger Studentenwerk with network access

Supplement to the Dormitory Statutes

Due to the creation of a network for the dormitory residences of Salzburger Studentenwerk and their connection to the internet, the possibility of writing academic papers and completing other educational tasks was created. Through the connection to the dormitory network and the internet, there is a high degree of responsibility for the user in respect of the other persons who use data network.

Applicability, Authorised Persons (User)

This user guideline applies to all dormitory residents of dormitories of Salzburger Studentenwerk with network access.

The dormitory network is open to every user with a valid dormitory contract. The dormitory network may only be used within the limits of the installed capacity. Salzburger Studentenwerk is entitled to set limits accordingly, in particular regarding the upload/download contingent used by the user.

In general, no resident will be excluded from the network access except in the case of serious violations of the user guidelines or default of payments. Each dormitory resident receives a connection point to the dormitory network in his/her dormitory room or Wi-Fi access. Any changes to connection points or the Wi-Fi or other manipulative or configuration-related intervention to the network components of Salzburger Studentenwerk are prohibited. The right to access is personal and non-transferable and ends at the latest with the expiration of the dormitory contract.

<p>User Guidelines for Residents Account Suspension Privacy Policy Severability Clause Final Provisions</p>
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User Guidelines for Residents

The internet-bandwidth per house is limited, "Fair play" is an important principle for all dormitory residents! The data flow of one user must not unreasonably interfere with the activities of other users.

The provided equipment and facilities are to be treated with care. Commercial or industrial usage of the network services in the dormitories is not allowed. The service is intended for educational purposes, academic work, and private purposes.

The usage of the internet will not be charged. Service guarantees or availability commitments will not be given. There is no entitlement to a functioning connection.

All dormitory residents are personally responsible for the protection of their equipment and data. Each dormitory resident is obliged to protect his/her computer against external unauthorised access.

Salzburger Studentenwerk does not guarantee control or protection measures for internet and Wi-Fi.

There is no entitlement to a functioning Wi-Fi network or internet. However, Salzburger Studentenwerk will make every effort to maintain stable and permanent operation and to rectify faults as quickly as possible. Salzburger Studentenwerk is not liable to recourse in case of errors.

Internet offers from other internet providers may additionally be used as long as no changes to the infrastructure are made (i.e. only radio connections are possible), and as long as there are no disturbances for the dormitory.

The usage of the Wi-Fi of the Urstein University is permitted at the Urstein campus.

Each user may only work on his / her own network-account or by using the network point provided in his / her dormitory room.

The Wi-Fi password provided by Salzburger Studentenwerk for the dormitory residents' access authorisation must be kept secret.

Any attempts to use the account of another network-user or to access the system data of other devices is strictly prohibited.

Each user must ensure that his/her behaviour prevents unauthorised third parties from gaining access to networks and computers. This includes, but is not limited to, the careful choice of a password, and also the prohibition of providing network access to third parties, e.g., through a dial-in server.

Anyone who views, downloads, or distributes data of a racist, sexist, otherwise discriminatory, or illegal nature, will be excluded from the network access.

All data flow is recorded anonymously in order to enable criminal prosecution by the competent authorities in the cases of violations of the previous point.

In general, file sharing services must not be used, as they cause relatively large traffic and affect other users. Voice over IP services may be used, but attention must be paid to the duration of the calls and the traffic. Video conferences cause considerably more traffic and should therefore be avoided. These services are limited in the bandwidth management.

The user undertakes to only use the computer IP and gateway IP as well as other data relevant for access assigned to him / her by Salzburger Studentenwerk. No claims can be made from the choice of DNS names for user devices.

The unauthorised change of the assigned network address (IP address or host name), the misuse of a false identity, or the deliberate manipulation of information is strictly prohibited. Violations of these provisions will be penalized.

A user is responsible for all actions initiated from his / her network connection and is directly liable to third parties in the event of a violation of their rights. This also applies to unauthorised private network components and unauthorised changes to any network devices.

Account Suspension

Reasons for **account suspensions** are provided by the dormitory administration team (office hours: Mon - Thurs 8 am - 12 pm and 1 pm- 4 pm as well as Friday from 8 am –12 pm and 1 pm-2 pm) or under the telephone number 0043 662 930 30-0.

The account will be reactivated by the dormitory administration after security measures have been taken. The costs incurred for the unblocking will be charged to the person responsible.

Privacy Policy

In accordance with the EU General Data Protection Regulation (EU-GDPR) and the Data Protection Amendment Act 2018, personal data is processed for the implementation of pre-contractual measures and contractual performances.

For administrative purposes, the network supervisors of Salzburger Studentenwerk are authorised to collect data on the use and utilisation of the devices, usually to operate the stable operation of the network and to fix disruptions. The connections of the individual user (time code, source and destination address, protocol, and port) are recorded. Contents are not recorded in the process. To maintain network security, network supervisors are authorised to check devices connected by a user on vulnerabilities and to evaluate the data generated therefrom.

Severability Clause

Should any of the provisions of the user guideline prove ineffective, this shall not affect the validity of the dormitory contract. Ineffective provisions shall be replaced by corresponding agreements.

Salzburger Studentenwerk reserves the right to change the user guideline at any time. Usually, amendments are planned once per year. A user will be informed by Salzburger Studentenwerk about changes in writing or via email. Unless a later date is specified, the amended version will come into force immediately after a user was informed of the amended user guideline. When the new version comes into force, all previous versions become invalid. The amended version shall be deemed to have been approved by the user if the user does not object in writing or via email within one month of being informed of the amendment.

By signing the dormitory contract, the user acknowledges the binding nature and validity of this user guideline.

Final Provisions

The dormitory resident of Salzburger Studentenwerk is aware that he/she may be liable to prosecution through misuse of the ICT resources provided (Wi-Fi, internet, network components, radio connections, network settings).

The dormitory resident of Salzburger Studentenwerk is aware that he/she is liable for all damages caused and that in the event of misuse, a user's authorisation will generally be withdrawn, and if necessary, criminal charges will be filed (e.g. in the event of the exploration of other people's passwords, intrusion into other people's data areas, negligent or intentional

disruption of operations, commercial usage, dissemination or storage of material prohibited under Austrian law, such as copyright infringements, child pornography, incitement of the people, etc.).

Each user undertakes not to misuse the connection, not to violate applicable law, legal or official prohibitions, nor morality and public order. Violations of these provisions will be penalized! The user of network services of Salzburger Studentenwerk agrees to the recording of his / her activities.

February 2018 version; put into effect by Mag. Georg Leitinger, Managing Director of Salzburger Studentenwerk on 14th February 2018