

# **General Rental Conditions and House Rules for the Student Residence: Margarete Ruckmich Haus, Campus II**

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#### Foreword

In addition to the student dormitory, there are classrooms and externally rented apartments on Campus II. Therefore, it is important to take into account the different functions as well as the different interests of residents, students and guests.

#### 1. Right of residence

- 1.1 Regular students of the Catholic University of Freiburg (hereinafter referred to as tenants) are entitled to reside in the student dormitory operated by the Catholic University of Freiburg GmbH (hereinafter referred to as landlord).
- 1.2 Insofar as the dormitory is underutilized by the group of persons mentioned in the section above, or in other justified and exceptional cases, students from other universities, i.e., from a university not listed above, or other people, may also be approved for residence in the dormitory.

#### 2. Notice of entitlement

The dormitory administration will check the tenant's certificate of study at the beginning of each semester. If such a certificate is not available at this point in time, and if the certificate is not submitted following a request to do so, the landlord is, in accordance with Section 543 (1) BGB (Bürgerlisches Gesetzbuch or lit.: "Civil law Book"), entitled to terminate the tenancy for an important reason and without notice.

#### 3. Rental period and extension of the normal period of residence

- 3.1 The rental period is for 2 semesters (standard residence time) and a temporary lease is issued for this period. A shorter rental period is possible in exceptional cases and in consultation with management.
- 3.2 An additional 2 semesters is generally offered to the tenant by the landlord in writing 3 months before the end of the contract. If the tenant accepts the offer of an extension, a new temporary extension rental contract will be finalised in writing.
- 3.3 In the context of no extension being offered, the landlord is not obliged to provide reasons for this. There is no legal claim to an extension of the rental period.
- 3.4 An extension of the maximum planned rental period of 4 semesters is only possible in justified exceptional cases and requires a written application to management.

#### 4. Rent

- 4.1 The rent consists of basic rent plus operating costs (overall rent). The costs accruing from all communal facilities made available to tenants are included in the rent on a pro rata basis.
- 4.2 The rent and all payments related to the tenancy (e.g. deposit, collection expenses and fees) are to be paid by bank transfer. Rent is due on a monthly basis in advance and is payable on the 1st day of the month. A standing bank transfer for the 1st of a month must be set up for this purpose.
- 4.3 The first month's rent and the deposit may only be transferred after the contract has been signed and returned.
- 4.4 In the event of late payment, the landlord is entitled to charge reminder and collection fees for each notification issued.



4.5 For all payments, the landlord's bank details are:

Katholische Hochschule Freiburg Sparkasse Freiburg-Nördlicher Breisgau IBAN DE89 6805 0101 0002 1435 01 BIC FRSPDE66XXX

The rental agreement number must be specified on the bank transfer form, in the area corresponding to reason for payment.

- 4.6 The rent consists of:
  - Basic rent
  - Capital costs
  - Rental expenses accrued by the landlord as the main tenant
  - Building depreciation
  - Furniture surcharge for fully or partially furnished living spaces as well as for common rooms
  - Maintenance, repair costs, and costs for cosmetic repairs
  - Administration costs
  - Risk of loss of rent
  - Interest on equity capital
  - Operating costs
  - Cleaning of the complex as a whole
  - Public taxes
  - Insurance costs
  - Dormitory administration
  - Building services
  - (Tele-) communication facilities for rooms and objects operated by the landlord, or for areas used for common purposes, including fees
  - Care and cleaning of the outdoor facilities as well as costs for operation and maintenance of the necessary equipment (lawn mower etc.) and vehicles
  - Waste disposal
  - Electricity
  - Water supply
  - Heating and warm water
  - Other costs (gutter cleaning, filling and maintenance of fire extinguishers, checking of fire alarm systems, ventilation and lightning protection systems, door intercom and door-opening devices as well as costs associated with community facilities.
- 4.7 With the exception of claims from § 536a BGB, § 539 BGB and claims emerging from unjust enrichment, the right to set-off, retention or reduction against rental charges only exists for undisputed and legally established claims. Such claims must be explained by the tenant in advance and in writing to the land-lord.

#### 5. Security deposit

- 5.1 After the contract has been signed and returned, the security deposit must be paid into the above-mentioned account stating the contract number.
- 5.2 The security deposit does not earn interest (§ 551 Para. 3, Sentence 5, BGB). The security deposit is invested profitably by the landlord and the returns are added to the housing estate as general income.

- 5.3 During the tenancy, the tenant can only with the exception of claims arising from § 536a BGB offset the deposit against costs owing to the landlord for undisputed or legally established claims.
- 5.4 After the tenant has moved out, the landlord can use the deposit to settle:
  - Open rental payments
  - Costs for damage to furniture and rental rooms that go beyond normal wear and tear
  - Costs for required cleaning and renovation
  - Costs for missing inventory parts or keys
  - Other claims resulting from the tenancy.
- 5.5 The landlord will transfer the deposit or its non-offset parts to the tenant after the end of the contract. The tenant will provide the landlord with the required bank details in a timely manner. When transferring money abroad, the landlord is entitled to deduct the resulting bank fees. The repayment is usually made within 4 weeks after the end of the contract, provided that no damage etc. has to be settled.

### 6. Moving in, handover of the rental property, and moving out

- 6.1 Rooms are typically handed over on the day of commencement of the contract from 12:00 am onwards and following prior arrangement with the dormitory administration or their representatives. If the commencement day falls on a Saturday, Sunday, or public holiday, the handover takes place on the next working day from 12:00 a.m. Such a situation does not result in the tenant's right to reduce the rental payment to the landlord.
- The tenant is obliged to register with the responsible government registration office (Meldebehörde) within the statutory period (i.e. within 2 weeks of moving in). For this purpose and upon request, the landlord will issue a confirmation of registration or a landlord certificate in accordance with § 19 BMG.
- 6.3 At the time of handover of the rental object, the object's condition and the completeness of the rented inventory are determined on the basis of a handover protocol. This protocol must be signed by both parties. With his or her signature, the tenant acknowledges the proper condition of the rented property. Any qualifications and/or reductions to the inventory are to be recorded in the protocol.
- There is no entitlement for the tenant to take over the rented rooms in a renovated condition at the beginning of the tenancy.
- 6.5 Moving from one room to another within the dormitory is only possible in exceptional cases and only following submission of a written request to the management. If this application is accepted and a move is undertaken, a processing fee of EUR 20.00 will be due upon issue of a new rental agreement. The previous rental period is taken into account when calculating the maximum rental period

# 7. The tenant's obligations, use of the rental property, notification of defects

The tenant is obligated:

- 7.1 To supply his or her own linen (pillows, duvet, bed linen und sheets);
- 7.2 To use the rented property, the rented inventory, and the (shared) rooms provided for shared use with care. In this regard, any inventory supplied by the landlord may not, in principle, be removed or transferred from the rooms and common areas:



- 7.3 To treat and clean the room with care (including windows and any other inventory), including all shared facilities (e.g. kitchen, bathroom, hallway, washroom, etc.);
- 7.3.1 Cleaning must be carried out regularly and in sufficient form.
- 7.3.2 Cleaning utensils (vacuum cleaners, garbage bags, cleaning agents, buckets, mops, cleaning cloths) are available from the house in the cleaning chambers.
- 7.3.3 In the case of common rooms within a closed flat-sharing community, it is the responsibility of the flat-sharing community to establish internal rules for order and cleanliness. This expressly includes the timely rinsing of dishes, cutlery etc., the use of the dishwasher provided by the landlord for this purpose, as well as for the cleaning up of kitchen equipment after drying.
- 7.3.4 The landlord is entitled to convince him- or herself of the proper cleaning and order at all times.
- 7.3.5 If the common rooms are not cleaned, or are not cleaned sufficiently, the landlord is entitled to issue a written warning and is also entitled to clean the rooms him- or herself or to engage a specialist company at the expense of the tenants. The tenants are jointly and severally liable for the fulliment of the cleaning obligation and can also be held jointly and severally liable for the costs.
- 7.4 To ensure proper and adequate ventilation and heating of the rented property and the common rooms in order to avoid mould growth. When leaving the room, the heating may need to be switched back on or off;
- 7.5 To close all doors and windows in the event of a storm, rain or thunderstorm and clear away loose objects on the balconies or secure them against being blown around by the wind;
- 7.6 To refrain from disturbing roommates or residents, in particular between 10 p.m. and 7 a.m. The balcony doors and windows of the rooms and common areas must be kept closed from 10 p.m. Due to the nearness of the neighbourhood housing development, consideration must also be given to compliance with the midday rest period between 1:00 p.m. and 3:00 p.m., as well as during the all-day rest period on Sundays and public holidays;
- 7.7 To report any damage or defects, including technical faults or other sources of danger, to the landlord or their representative usually in text form and if urgent action is required, also by telephone. If there is a defect at the beginning of the tenancy and the tenant does not point this out to the landlord, the tenant loses his or her claims for defects if he or she has culpably failed to report this defect. The tenant is liable to the landlord for any culpable omission or delayed notification in accordance with Section 536c (2) BGB. The same applies to a culpably incorrect notification;
- 7.8 To pay attention to the economical consumption of electricity, water and heating;
- 7.9 To only loosely install his or her own floor coverings and to remove them again when moving out;
- 7.10 To dispose of his or her waste separately in the public container or collection point provided by the landlord or in accordance with the requirements of the local waste disposal company, and according to environmental protection criteria. The separation of garbage and the removal of garbage from the common areas is nevertheless a common task of the shared apartment which also includes the regular disposal of empty bottles etc.;



- 7.11 To stay informed about notifications from the company management based on the relevant notices, protocols, circular emails etc. and to follow the instructions:
- 7.12 To find out about regulations concerning broadcasting license fees (also applicable in dormitories). The operation of radio devices of any kind is a private matter and may also have to be regulated within the shared apartment.

# 8. Use of property contrary to the contract

The tenant is not allowed:

- 8.1 To make structural changes to the rental property. Changes to the installation facilities are also not permitted. The attachment of satellite dishes or other receiving or transmitting devices is strictly prohibited without the landlord's prior approval in written form;
- 8.2 To attach gymnastics and sports equipment as well as other heavy objects to ceilings, walls, or door frames. If the tenant fails to adhere to this requirement and such actions cause damage to the rented property, the tenant is obliged to compensate for the damage;
- 8.3 To grill in the building, on the balconies, or on the entire campus, or to light open fires;
- 8.4 To unscrew the drain or siphon from the shower, bath, washbasin or sink. In the event of a blockage, the dormitory administration must be informed immediately;
- 8.5 To bring additional furniture into the common rooms when the tenant has no special written approval from the management to do so i.e., in addition to the inventory provided by the landlord;
- 8.6 To access the roofs of the residential complex (risk of accident and falling):
- 8.7 To smoke in the rooms, hallways, and/or communal facilities (e.g. kitchens, washrooms, etc.). The dormitory is explicitly a non-smoking facility. As a result of the high fluctuation of tenants in the dormitory and in consideration for subsequent tenants or roommates, smoking is strictly prohibited inside the building. Any necessary renovation work resulting from a failure to comply will be borne by the tenant. When smoking on the balconies, cigarette butts must not be thrown carelessly away or down from the balcony but must be disposed of in suitable containers. The disposal regulations apply to the entire campus;
- 8.8 To affix anything to the corridor walls, except on the designated pin boards or picture rails. The same applies to room doors and door frames (paint can become detached through the use of adhesives). Furthermore, no objects should be hung from the ceiling lamp linkages. In the event of non-compliance, any repair costs incurred will be passed on to the party responsible;
- 8.9 To misuse the cleaning chambers which are intended exclusively for storing cleaning utensils to be used in the rooms and the common facilities, and therefore do not represent any other kind of storage space;
- 8.10 To own, consume, or trade in illegal drugs in the dormitory or across the campus. Similarly prohibited is the storing and carrying of licensed weapons of all kinds.

#### 9. The tenant's liability

9.1 The tenant is liable for damage to the property managed by the landlord (building and inventory) if such damage was culpably caused through the breach of the tenant's obligations under the rental agreement. This also applies to consequential damages. In the same manner, the tenant is liable for damage

- caused culpably by their relatives, guests, visitors, etc. The burden of proof concerning a claim of no fault resides with the tenant.
- 9.2 The landlord recommends taking out appropriate liability insurance.

#### 10. The landlord's liability towards the tenant

The landlord is only liable for personal injury and material damage to the tenant and their visitors if the landlord is personally at fault or is at fault through vicarious agents. The scope of liability is limited to intent and gross negligence. The limitation of liability does not apply to injuries of life, limb and health. Liability for the violation of cardinal obligations (renting and maintenance) is also excluded from the limitation of liability.

#### 11. Entering the rental property

- 11.1 The tenant is obliged in the following cases to give the landlord or the landlord's representative access to the rented room:
- During normal working hours and on specific occasions at appropriate intervals for checking the condition of the rented property.
- 11.1.2 After prior notification or in the case of an appointment to take water samples required by the drinking water ordinance or by the authorities.
- 11.1.3 After prior notification or in the case of an appointment for the execution of work (maintenance and structural changes to the rented rooms as well as defect rectification, smoke detector maintenance, etc.).
- 11.1.4 At all times to avert danger to the life or health of persons.
- 11.1.5 At any time to avert, investigate and remedy significant material damage and significant disturbance to the peace and quiet of the house.
- 11.1.6 After prior notification or in the case of an appointment by the landlord for the purposes of renting to another person following termination of the tenancy or if the end of the tenancy is imminent.
- 11.1.7 In the case of an appointment or following prior notification and on working days during normal working hours for the purpose of inspecting the rental property prior to the return date.
- 11.2 The landlord will only enter the rented property (rented room) with the consent of the tenant. If there is no imminent danger, any activity or inspection will be announced with at least 48 hours' notice in advance.
- 11.3 In the case of foreseeable maintenance measures, an announcement will be made earlier than 48 hours, i.e., as a rule, at least 4 days in advance.
- 11.4 In the event of imminent danger and in sense of the right to self-help pursuant to § 229 BGB, the landlord is entitled to enter the rented property in the absence of and without the consent of the tenant.
- 11.5 If the tenant refuses access to the rented property, or if the tenant is not present on the announced date, the tenant is advised that unless the tenant provides substantial reasons for the no-show, the landlord will seek compensation for the resulting damages (e.g. additional travel costs for craftsmen).
- 11.6 The tenant is given the opportunity in the event that they cannot be present on a date announced by the landlord or are unable to appoint a trusted person to provide the landlord with written consent to enter the rented property in their absence. This must occur, however, in a timely manner.
- 11.7 Common areas (kitchen, bathroom, hallway) that are not rented, and which are only permitted for shared use, as well as other rooms accessible to visitors



or third parties, may be entered by the landlord at any time without special registration. The same applies to rooms that are also not rented, but whose use is only permitted (e.g. washroom, bicycle shelter, etc.).

#### 12. Key

- 12.1 Upon moving in, the tenant will receive the necessary keys from the landlord's agents.
- 12.2 The landlord recommends always locking rooms when leaving due to the risk of theft. There is no theft insurance coverage on the part of the house for dorm rooms and for the common rooms.
- 12.3 The tenant is obligated to inform the landlord immediately of the loss of a key with which they were provided. If the tenant is to blame for the loss of the key, replacement keys will only be procured by the landlord at the expense of the tenant.
- 12.4 In addition, the landlord is entitled to change or have the relevant lock replaced if a key is lost. If there is risk of misuse of the lost key, the landlord is also entitled to replace the master key system if one is in use. In the event that the tenant has culpably lost the key, the costs of procuring a new key, replacing the lock, or changing the master key system, will be borne by the tenant.
- 12.5 Upon moving out, all keys given to the tenant must be returned by the tenant to the landlord's representative.

#### 13. Transfer of rental property to third parties

- 13.1 Any (including partial) subletting or transfer of use of the rental space to third parties is strictly prohibited without the landlord's permission. The same applies to the admission of third parties into the rooms occupied by the tenant. Violations entitle the landlord to give notice without prior warning.
- However, for the period of a temporary absence of the tenant, the tenant is permitted following an application and the landlord's written consent to conclude a sublease contract with a person entitled to residence (see above). If the tenant transfers use of the rental property to a third party, the tenant is responsible for the fault of the third-party concerning use of the rented property, even if the landlord has given permission for the transfer.

### 14. Parking of vehicles

- 14.1 Parking motor vehicles on the dormitory premises is prohibited. Parking on the residential complex is only permitted for loading and unloading whilst moving in or moving out.
- 14.2 Designated parking spaces and bicycle garages are to be used for bicycles. Only one bicycle is allowed per rented room. The taking of bicycles into and their parking within the campus building, as well as the parking of bicycles against the walls of the building, is not permitted.
- 14.3 The landlord is not liable for any damages to vehicles and bicycles parked in the parking spaces.
- 14.4 The parking of unusable bicycles is not permitted. Unusable bicycles and bicycle parts which are left unattended will be removed at the owner's expense.

#### 15. Fire safety

15.1 The dormitory and the rest of the building are equipped with sensitive smoke detectors. In the event of a fire alarm, the building must be vacated immediately. Any costs incurred through the event of an alarm being triggered, and

- whose triggering could have been reasonably avoided, will be passed on to the person who caused the alarm to be triggered (approx. EUR 800).
- 15.2 Stairwells and corridors are designated as escape and rescue routes and must, therefore, be kept free of any bulky goods (e.g. bicycles, furniture, shoes, drying racks etc.). No objects may be deposited in these areas or may be continuously set up and dismantled in these areas. Following unsuccessful requests for their removal, such objects which are left in these areas will be disposed of at the tenant's expense.
- 15.3 The tenant has the obligation to routinely test, or take for testing, all devices such as personal computers, lamps, kitchen and hi-fi devices etc. which have been brought into rooms or into the common areas. The goal of such testing is to ensure that general safety regulations are met.
- 15.4 In light of potential fire danger, the tenant is prohibited from connecting or using kitchen appliances such as kettles, immersion heaters, plate cookers, microwaves, refrigerators etc. in their rooms. Likewise, the installation of washing machines and tumble dryers in rooms, corridors, kitchens and common areas, as well as the altering of electrical systems in any ways, is, without exception, not permitted.
- 15.5 The house, stairwell, floor and common room doors may only be kept open with a locking function if one is present and may not, under any circumstances, be propped open with various objects as these are fire protection doors.
- 15.6 The tenant is obliged to inform him or herself concerning the escape and rescue plans, as well as the locations of fire extinguishers in the house.
- 15.7 Any manipulation of the smoke detectors and/or electrical systems is strictly prohibited.
- 15.8 The fire protection regulations issued with the rental agreement regulate further requirements for fire protection.

#### 16. Keeping pets

It is not permitted to bring animals into the house or to keep animals. Companion and therapy dogs are subject to an exception and the approval of the management.

### 17. Ending the rental contract form the tenant's perspective

- 17.1 The tenancy ends when the contractually agreed time expires.
- 17.2 The tenant has the right to terminate the tenancy in an orderly manner within the agreed term, i.e., with a notice period of 8 weeks, to 01.03. or 01.09., via a written declaration to terminate the tenancy.
- 17.3 Under the following circumstances, the tenant can submit an extraordinary notice of termination in writing 4 weeks before the end of the month:
  - Completion of degree with proven ex-matriculation
  - Change of degree to another domestic or foreign university
  - A proven internship that lasts longer than a semester and must be completed outside of the university location. A copy of the internship contract is acceptable proof of this.
- 17.4 In the event of the notice to terminate the contract as well as in the event of the contract coming to an end, the tenancy ends at 12:00 a.m. on the last working day (Monday Friday) of the rental month.

# 18. Obligations of the contracting parties upon ending the tenancy agreement

- 18.1 The landlord has the right to terminate the tenancy agreement, in writing, by observing an appropriate time-period of 8 weeks up until 01.03. or 01.09.
- 18.2 The landlord is also entitled to extraordinarily terminate the tenancy without observing a notice period if:
- 18.2.1 The tenant uses the rented property contrary to the contract. In particular, if the room is sublet to a third party, in whole or in part, without permission;
- 18.2.2 The tenant repeatedly violates other contractual obligations despite warnings;
- 18.2.3 The tenant violates the general rental conditions and house rules or the verbal and written instructions of the management or their agents, or disturbs the peace of the house and continues this behaviour despite previous warnings;
- 18.2.4 The tenant's residency permit no longer exists and the tenant has not presented the certificate of university enrolment despite the setting of a dead-line:
- 18.2.5 The tenant is completely or seriously in arrears with the rent for two consecutive months, or is in arrears with an amount of one month's rent in a period that extends over more than two months;
- 18.2.6 It is no longer reasonable for the landlord to continue the tenancy due to significant or permanent breaches of contract by the tenant.
- 18.3 In the event of a termination without notice, the tenant remains obliged to pay usage compensation to the landlord to the amount of the total rent fixed. The tenant is obliged to pay this fee until the rental rooms are re-let; however, at its longest, this period and its associated fee can be no more than a period of time until the end of the subsequent calendar month following the month immediately after termination.

#### 19. Obligations of the contracting parties upon termination of the tenancy

- 19.1 At the end of the rental agreement, the tenant is obliged to return the rental property completely free of their personal belongings and with a complete inventory of objects provided by the landlord, along with the associated keys. The rented property, the landlord's inventory, as well as the windows must be completely cleaned. The landlord is entitled to remove and dispose of furniture and other objects left behind by the tenant after the rental agreement has ended at the tenant's expense.
- 19.2 In the event of wear and tear of wall and ceiling surfaces exceeding contractual use, painting will be organised through the landlord at the tenant's expense.
- 19.3 For the purposes of a rental object viewing (room inspection), the tenant is obliged to make an appointment with the responsible dormitory administration before the end of the contract, or the desired date of departure. This appointment must be made in good time and the tenant must accept this inspection process. In preparation for the final review, the room inspection serves, in the mutual interest of both parties, to determine the defects and damage or potentially necessary cosmetic repairs. During the inspection, the findings related to the condition of the rental rooms are recorded in a protocol. Insofar as defects or damage are present, or it is determined that the tenant has to carry out cosmetic repairs due to the contractual use being exceeded, the time until the end



- of the rental contract is the deadline for fulfilling this obligation. The correspondingly necessary work is only to be carried out after prior consultation and according to the precise specifications of the landlord. If the tenant has not carried out the necessary measures by the contractual return date, the landlord is entitled, without a further deadline, to carry out such measures or to have them carried out, and to claim the costs from the tenant.
- 19.4 The final review or return of the rented item must be made no later than 12:00 noon on the day the contract ends, and on a working day (Monday Friday). The tenant is obliged to be present during the inspection which takes place during the service hours of the dormitory administration, or to appoint a proxy. The tenant is obligated and required to sign the return protocol. The exact day of the return must be agreed with the dormitory management at least one week before the end date. If the tenant is not present at the departure date and has not authorized anyone to represent them, the rental rooms can be entered and checked even when the tenant is absent. Moving out is not possible on Saturdays, Sundays, or public holidays. If the last day of the rental contract falls on a weekend or a public holiday, moving out must take place on the last working day in the month. Once the room has been handed over, the rental room may no longer be entered.
- 19.5 If the tenant does not move out or does not move out in time commensurate with the end of the tenancy, or if immediate re-letting is not possible due to complaints or necessary repair of damage and thus the subsequent tenant cannot move in, the tenant is liable for all lost proceeds and for all costs and damages incurred by the landlord, or by the subsequent tenant resulting from the non-transfer of the rented property (e.g. hotel, moving, storage costs).
- 19.6 If the tenant continues to use the rental property after the rental period has expired, this does not lead to an extension of the rental agreement. This means that § 545 of the German Civil Code (BGB) does not apply.

# 20. Duty to provide information: "Consumer Dispute Settlement Act" (Verbraucherstreitbeilegungsgesetz (VSBG))

- 20.1 The landlord is neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board in accordance with the "Consumer Dispute Settlement Act" (VSBG)
- 20.2 The "Consumer Dispute Settlement Act" (VSBG) requires, however, that we notify our tenants of the responsible consumer arbitration board:
  - Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Str. 8, 77694 Kehl

#### 21. Miscellaneous

- 21.1 Domestic authority is exercised by the management or by the persons commissioned by the management.
- 21.2 Tenants are advised, in their own interest, to report serious illnesses and longer absences to the management. Management can insist that a doctor be consulted.
- 21.3 Written declarations of intent and instructions from the landlord as well as general notices and notifications to the tenant are deemed to have been received by placing them into the tenant's mailbox or by sending them to the email address provided by the tenant upon moving in. This also applies to the lecture-free period and to other long absences of the tenant.

- 21.4 Each tenant is requested to participate personally in floor and dormitory meetings or is obliged to become informed about decisions made there.
- 21.5 Fees will be charged for additional services occurring as a result of irregular behaviour of tenants. The individual fee rates are set by the management in accordance with the necessary expenses.
- 21.6 The guest rooms are only available for short-term visits by guests of the tenants. The administration of such rooms including the handover of keys and room walk-through and inspection is usually the responsibility of the floor spokesman. The house reserves the right to use the rooms for other purposes in exceptional cases.
- 21.7 Through signing of the rental contract, all tenants give management and their agents the authority to accept all incoming mail and parcel consignments and to distribute them to the mailboxes or to deposit them at the parcel storage location at the side entrance. A package is sent to the dormitory address by tenants at their own risk. Any liability claims towards the management and its agents arising from tenants, in the event of damage or loss of parcel shipments, are excluded. Cash on delivery items are not accepted.

## 22. Landlord's use of personal data

- 22.1 By signing the rental agreement, the tenant expressly consents to the landlord using the therein contained personal data, among other things, for the optimal implementation of the rental agreement in accordance with Art. 6 Para. 1 lit. b (Law on Ecclesiastical Data Protection). This also includes data exchange with universities and authorities and the transfer of data to Deutsche Post, Arriva (letter service provider) and other letter and parcel service providers.
- 22.2 Further information on the processing of personal data can be found in the document, "Information on the processing of personal data in applicant management for the student residence", as well as in the document, "Information on the processing of personal data in contract management for the student residence". These documents are also posted on the KH homepage under the link: https://www.kh-freiburg.de/wohnheim.

#### 23. Severability clause

- 23.1 Should individual provisions of the rental contract or the general rental conditions and house rules be deemed invalid, the other conditions and rules still remain valid.
- 23.2 The above general rental terms and house rules are part of the rental contract concluded with the tenant.

#### Contact details for student dormitories and dorm administration

Katholische Hochschule Freiburg gGmbH Campus II Studierendenwohnheim Margarete Ruckmich Haus Charlottenburger Straße 18 79114 Freiburg

E-Mail: wohnheim@kh-freiburg.de

Tel.: +49 761 200-1512