



Student Housing Department

Phone + 49 441 / 798 2602, -03, -06, -07

Fax + 49 441 / 798 2615

Email: wohnen@sw-ol.de

www.studentenwerk-oldenburg.de/wohnen

# **General Rental Terms**

#### I. Use of the rented property

- 1. Studentenwerk Oldenburg rents the rented property in accordance with § 1 of the lease to the tenant for temporary use/living and for the specific purpose of studying.
- 2. The tenant shall have the right to use the rooms and facilities of the student residence complex for communal use in accordance with their intended purpose. Studentenwerk may change or revoke the content of the right of joint use.

### II. Eligibility for residence

- 1. Only students enrolled at the universities served by Studentenwerk Oldenburg (Carl von Ossietzky University Oldenburg as well as the Jade Hochschule and the Hochschule Emden/Leer) are eligible for residence in the student residences managed by Studentenwerk.
- 2. Students who are also assistants, trainee lawyers, trainees, or who have a comparable occupation, as well as students who are predominantly gainfully employed, are not eligible for residence here. Students who are doctoral candidates or who are pursuing a postgraduate, supplementary, second degree or distance learning programme are only eligible with lower priority.
- 3. The eligibility for residence shall expire as soon as the prerequisites in accordance with item 1 cease to apply or as soon as the conditions according to item 2 occur.

  Eligibility for residence shall also expire upon expiry of the period of residence in accordance with Section IV as well as upon termination of the studies (see period of notice in section III, item 2)
- 4. The tenant shall be obligated
  - a) to prove their continuing eligibility for residence by submitting a valid enrolment certificate by 30/04 or 31/10 of each year without prompting. Following the first written request with a deadline for submission of the enrolment certificate, the landlord shall have the right to charge a fee of 15.00 euros per further written request to cover the increased administrative expense. If the proof is not provided in time even after the first deadline has been set, Studentenwerk may terminate the lease without notice,
  - b) to inform Studentenwerk at once if their eligibility for residence in accordance with items 1 3 has expired.

# III. Term of the lease/termination/early cancellation of the lease

- 1. The lease is initially concluded for a fixed period (6 months) and shall be extended for an indefinite period unless one of the parties objects to the continuation of the lease (terminates the lease) in accordance with § 2 of the lease.
- 2. The tenant has the right to terminate the indefinite lease by giving 3 calendar months' notice to the end of a month. Fixed-term leases shall end automatically, any extended fixed-term leases shall end automatically at the end of the extension granted.
  - Notice of termination of the lease must be given in writing no later than the 3<sup>rd</sup> working day of a calendar month.
  - Timeliness shall not be determined by the date of dispatch, but by the date of arrival of the letter of objection/termination with the landlord.
- 3. The tenant shall be obligated to terminate the lease at the next possible date (see period of notice according to section 3, item 2) if their eligibility for residence under section II expires.
- 4. Ordinary termination by Studentenwerk shall not be dependent on any special requirements. However, Studentenwerk informs the tenant that it may terminate the lease at the next possible date in particular if



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- a) the period of residence up to that date has already amounted to 12 semesters,
- b) the tenant is no longer eligible for residence,
- c) the tenant does not fulfil their obligation resulting from section II, item 4 (submission of the valid enrolment certificate).
- 5. Irrespective of the provisions on duration of the lease in accordance with § 2 of the lease, Studentenwerk will agree to early termination of the lease at the end of a month if a successor tenant eligible for residence is available in accordance with the allocation guidelines (waiting list), or, if there are no applicants on the waiting list, if the tenant names a successor tenant eligible for residence there to Studentenwerk who appears appropriate for the type of accommodation or the composition of the residential group. Studentenwerk reserves the right to decide on the appropriateness in case of doubt. The landlord shall charge a fixed administration fee in case of early re-letting.

An individual agreement to terminate the lease can be made with the consent of Studentenwerk if the tenant wishes to terminate the existing lease before the start of the contract.

6. The landlord may terminate the lease at any time without notice due to cause (§§ 543, 569 of the German Civil Code (Bürgerliches Gesetzbuch, BGB))

Studentenwerk informs the tenant that it will terminate the lease without notice in particular if the tenant does not comply with their obligations under the lease despite a request or warning. If the lease ends due to extraordinary termination by the landlord, the tenant shall be liable for the loss of rent beyond the day of termination and beyond the day of the actual return of the rented property up to the date on which the landlord could have terminated the lease with due notice, but no longer than until the rented property is re-let.

7. If the tenant continues to use the rented property after the lease has expired, the lease shall not be deemed extended. § 545 BGB shall not apply.

#### IV. Residence time

1. The period of residence for the tenant shall be limited on order to be able to make the limited number of places in Studentenwerk's student residences available to as many students as possible.

The regular period of residence shall be a maximum of 12 semesters; it must be terminated in time.

The period of residence in the landlord's other residential units shall be credited.

- 2. Extension of the regular residence period is possible upon application in the following cases:
  - a) Students who are demonstrably in the process of taking their final examinations
  - b) Students with health impairments or other cases of hardship

# V. Total rent and its components

#### 1. Basic rent

The monthly basic rent shall be determined based on the risk community of the residential complexes managed by Studentenwerk. The current expenses of Studentenwerk within the meaning of §18 (1) et seqq. II. BV as well as housing value and housing estate considerations shall be included in calculation. If the current expenses incurred by the landlord within the meaning of §18 (1) et seq. II. BV increase, the landlord shall have the right to adjust the basic rent by unilateral written declaration. The adjustment shall be made with a period of notice of 6 weeks. The increased rent shall be owed from the 01st day of the month following the timely written declaration. The right to adjust the rent by means of a notice of change remains unaffected.

#### 2. Operating and energy flat rate

Studentenwerk covers the costs calculated at the time of the conclusion of the lease in accordance with § 2 of the Operating Costs Ordinance of 25 November 2003 (Betriebskostenverordnung, BetrKV) with the flat rate for operating and energy costs in accordance with § 3 of the lease, as far as the tenants do not bear individual cost items directly in addition to the total rent.

Operating costs in accordance with § 2 BetrKV include in particular: The current public charges of the property, the costs of water supply and drainage, costs of operation, cleaning and maintenance of the heating, fuel and hot water supply systems, costs of fuels consumed, costs of operation of the passenger and goods lift, street cleaning and refuse disposal, cleaning and pest control, garden maintenance, lighting, chimney cleaning, property and liability insurance, caretaker fees, costs of operating the communal antenna system and the private distribution system connected to the broadband cable network, costs of operating the facilities for laundry care, and other operating costs, such as maintenance costs for smoke alarm systems, fire alarm systems, fire extinguishers, smoke extraction systems, disposal costs for bulky waste, etc.

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Furthermore, the flat rate for operating and energy costs includes the costs for the electricity consumed in the respective residential complex.

In particular, changes to the costs caused due to statutory regulation as well as changes and new introductions of ancillary costs of any kind shall be deemed agreed at the time of admissibility.

Public law regulations obligate Studentenwerk to charge cost-covering rents. Studentenwerk does not receive any subsidies for the day-to-day running of the residential complexes.

Studentenwerk may re-determine the total rent or individual components of the total rent in proportion to the actual cost development (increase of individual cost items/addition of cost items) and pass this on to the tenants by means of a unilateral written declaration. The increase can only be made for the future and becomes effective at the beginning of the second month following the written notification of the increase by Studentenwerk.

The cost items included in the flat rate for operating and energy costs shall not be settled. Any shortfall in income will, therefore, not be reclaimed, and any surpluses will not be repaid.

The landlord shall have the right to unilaterally re-determine the flat rate for operating and energy costs by giving two weeks' notice in writing. The newly determined flat rate shall be owed from the 01st day of a month following the timely written declaration.

#### VI. Payments/default of payment

- 1. The total payable monthly rent shall be due in advance, on the 1st day of the month.
- 2. The tenant agrees to the direct debit procedure by means of a SEPA mandate for all obligations under the lease in the interest of economic management. The tenant shall be obligated to ensure that there are sufficient funds in the account named by them. Any costs arising from any shortfall in cover shall be borne by the tenant.
- 3. Studentenwerk shall be entitled to charge a flat-rate administrative fee of 5 euros for the first and each subsequent reminder. The right to take legal action in the cases of default in payment shall not be affected by this.

#### VII. Rent deposit

- 1. At the beginning of the lease, the tenant must provide a rent deposit. The precise amount of the rent deposit is stated in the lease. The rent deposit serves to secure all claims of Studentenwerk arising from the lease.
- 2. The rent deposit does not bear interest (§551, section 3, sentence 5 BGB). This measure helps to keep rents low under consideration of a cost-covering rent calculation.
- 3. The rent deposit will be called from the tenant's account with the first rent payment within the framework of the direct debit authorisation procedure.
- 4. The tenant must not offset the rent deposit against any claims of the landlord during the term of the lease. The rent deposit can be paid after the tenant has moved out with:
  - a) Damage to the rented rooms or furniture beyond normal wear and tear,
  - b) Missing inventory parts or keys,
  - c) Cleaning or other claims of the landlord.

The rent deposit or parts of it that have not been offset will be transferred back to the tenant after termination of the lease and handover of the rented room (however, at the earliest 10 weeks after the end of the lease, at the latest after 6 months).

If the rent deposit cannot be transferred back for reasons for which the landlord is not responsible, it shall be forfeited after the expiry of one year after termination of the lease.



#### VIII. Handover of the rented room/moving in

- 1. The keys to the rented room will be handed over during the respective office hours, at the earliest on the 1st working day of the start of the contract.
  - For Oldenburg and Elsfleth: in the student housing department, Uhlhornsweg 49-55 in D-26129 Oldenburg
  - For Emden: at the Service Office, Emden/Leer University of Applied Sciences, Paapsand 34 in D-26723 Emden, in the refectory building
  - For Wilhelmshaven: at the Studentenwerk office in the Jade Hochschule, Friedrich-Paffrath-Str. 101 in D-26389 Wilhelmshaven
- 2. The tenant acknowledges the condition of the room as being in accordance with the contract by signing the handover record. Deviations from the handover record must be communicated in writing within **one week** after handover of the keys.
- 3. Later assertion of non-hidden defects and faults shall have no legal effect.
- 4. Any necessary cosmetic repairs shall be performed by Studentenwerk. There is no right to claim that the work (e.g., painting work) has already been performed at the start of the contract.

#### IX. Internet use

Any internet access available may be used upon payment of the respective fee. Internet access can be provided either by the landlord or by a network team independent of the landlord. As far as a network team provides access to the internet, there are no daims against the landlord for a functioning network. The tenant commits to complying with the conditions stated in the user regulations.

# X. Obligation to register

Every tenant must register with the relevant residents' registration office within one week of moving in. Deregistration upon moving out shall only be necessary if the tenant changes their place of residence to another federal state.

#### XI. House rules

The house rules are part of the lease. The landlord may change or supplement the house rules at any time.

#### XII. Transfer of use to third parties/subletting

The tenant shall not have the right to sublet the rented rooms or otherwise transfer their use to any third parties. The same shall apply applies to the permanent admission of third parties in the rooms occupied by the tenant.

#### XIII. Parking spaces, setting of bicycles, e-vehicles

- 1. The tenant shall be obligated to use only the designated parking spaces if available for parking their vehicle.
- 2. Parking of motor vehicles without a permit on the grounds of the residential complex is not permitted. Vehicles parked in spite of shall be removed subject to a fee.
- 3. The tenant explicitly waives their rights as owner to vehicles parked by them on the premises of the residential complex contrary to item 2.
- 4. Petrol-powered vehicles must not be parked in bicycle rooms or basements for reasons of preventive fire protection.
- 5. Bicycles must only be parked in rooms or parking spaces provided for this purpose.
- 6. E-vehicles (e-vehicles, e-bikes, e-scooters, etc.) must only be charged in designated and specifically marked charging points. Charging at publicly accessible power sockets is generally not permitted.

# XIV. Keys

- 1. The tenant shall receive keys for the rental period in accordance with the inventory list upon moving in.
- 2. The tenant commits to keeping the keys given to them carefully, to not making them accessible to any unauthorised person and to inform the landlord immediately of the loss of a key given to them.
- 3. Replacement keys/locking cylinders shall be procured exclusively by the landlord.
- 4. The tenant shall bear the costs of procuring replacement keys/locking cylinders.



- 5. The landlord shall also have the right to have the lock in question replaced at the tenant's expense if a key is lost.
- 6. If locks to which a key has been lost are part of a locking system, the landlord shall have the right to replace all locks of the locking system with new ones if misuse is otherwise to be feared. The costs shall be borne by the tenant.
- 7. The landlord shall not be liable for any key to the rented rooms being in unauthorised hands; this shall not apply to any keys lost by the administration of Studentenwerk.
- 8. The tenant shall not have any right to replace the lock installed by the landlord with one of their own. The installation of mortise locks is not permitted.
- 9. The tenant explicitly agrees that the landlord has a master key with which all rented rooms can be opened.

The landlord explicitly commits to opening the rented room with the master key without prior notice to the tenant only in case of imminent danger or with the tenant's consent.

The landlord's rights from XXI are reserved.

#### XV. Inventory

- 1. The inventory included in the lease must not be swapped between the rented rooms (inventory list).
- 2. Any inventory not required by the tenant may be removed at the tenant's own risk. The tenant shall be liable for any damage or loss. There shall be entitlement to a rent reduction if the inventory is not used. Upon moving out, the tenant shall return any stored inventory to the rented rooms in full and in proper condition.
- 3. The furniture/inventory cannot be stored by the landlord.

#### XVI. Personal property brought along

- 1. Notwithstanding any insurance taken out by the landlord, the tenant shall insure the goods brought along by them against burglary, theft, fire, water pipe damage, etc. The landlord shall not be liable for any damage to the goods brought along by the tenant.
- 2. The tenant shall be obligated to place any personal property brought along by them exclusively in the rooms rented to them. Property may be brought into the rooms provided for use (usually shower room, kitchen, common rooms). Any objects not kept in the tenant's room must be clearly marked with their name and room number. The landlord shall not be liable in this case. Such property must also be removed upon moving out.
- 3. The tenant explicitly waives their title in any objects left behind or not properly marked outside the rented space if a notice has been posted requesting that such objects be marked or removed. The same shall apply to any property of the tenant left in the rented rooms after termination of the lease.

#### XVII. Duty of care/maintenance and cleaning obligations, further obligations of the tenant

- 1. The tenant shall be obligated to treat the rented rooms, the common rooms allocated to the shared flat (e.g., kitchens, shower rooms, toilet rooms, common rooms, corridors, balconies, and cellars), as well as any furniture included in the lease, fixtures and fittings and the appliances included in the lease with care, to maintain them, and to clean them regularly and adequately. The cleaning obligation shall also include cleaning the glass and frames of the windows as well as the doors.
- 2. If the tenant does not comply with this obligation even following the landlord's written request, the landlord shall have the right to have the cleaning performed at the tenant's expense or proportionately for all tenants of the group. The principle of joint and several liability shall apply.
- 3. The landlord shall not perform any cleaning work.
- 4. Replacement of light bulbs (incondescent bulbs, LED bulbs, fluorescent tubes, etc.) shall be the tenant's responsibility during the lease. All light sources must be present in sufficient wattage and in usable condition when moving out.
- 5. Avoidable noise, such as loud music-making, door-slamming, etc., must be avoided. Sound-emitting devices must be set to room volume.
- 6. The tenant shall be obligated to refrain from any disturbance or obstruction to fellow tenants or neighbours, in particular in the period from 10.00 PM 7.00 AM.

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- 7. The tenant shall strictly observe all building regulations and fire protection regulations. In particular, highly flammable materials or toxic substances must not be stored in any buildings or on the property of the residential complex.
- 8. The tenant shall be obligated to verify the function of the smoke alarms in the flat or room on a regular basis (at least once a year): The smoke penetration opening must be kept free, visually checked for damage, and the alarm must be checked by triggering a test alarm. The landlord must be notified at once if any damage is found, if the batteries need to be changed, or if there are any other conspicuous features on the smoke alarm. Changes to the smoke alarms made by the tenant directly are not permitted.
- 9. The tenant commits to complying with the provisions on the protection of non-smokers. Smoking is forbidden in the rooms provided for use (bathroom, kitchen, common room, corridor of the shared flat) as well as access corridors and staircases.
- 10. The tenant commits to ensuring economical consumption of electricity, water, and heating energy.
- 11. The tenant agrees to following the rules of waste separation.
- 12. The tenant commits to informing Studentenwerk at once of any damage or faults to the rented property (e.g., by means of an online damage report). If the tenant does not notify or does so late, they shall be liable for any consequential damages, even if they are not at fault.
- 13. Installation of outdoor antennas is not permitted. Indoor antennas must not be permanently mounted.
- 14. The rooms must not be painted or wallpapered without written permission from Studentenwerk.
- 15. Attachments that would leave damage must not be used on walls, doors, windows, or furniture.
- 16. Use of private washing machines and dryers is strictly forbidden. Washing and drying facilities are available in each residential complex. Installation and connection of dishwashers is not permitted.
- 17. The tenant must not move into another room on their own authority.
- 18. Keeping of small animals (such as budgies, canaries, ornamental fish, hamsters, etc.) kept in suitable containers is permitted, as long as this does not disturb other residents.
- 19. The tenant commits to ventilating the room sufficiently and heating it adequately in order to prevent moisture damage. Drying of laundry in corridors, common rooms, or staircases generally is not permitted.
- 21. The tenant shall be obligated to perform regular drinking water hygiene flushing. If the residential unit has not been used for longer than 1 week, stagnating water must be drained and the drinking water pipe flushed for approx. 5 minutes on return.
- 22. Placing and sharing of food (e.g., food sharing) in corridors, common rooms, or staircases is generally forbidden.
- 23. Objects, food, as well as household and bulky waste that are obviously abandoned in corridors, common rooms, or staircases will be disposed of without prior notice. Any costs incurred for this shall be borne by the polluter.

Please note that a breach of the duty of care may lead to termination of the lease without notice in addition to the assertion of claims for damages.

#### XVIII. Liability for damages

- 1. If there is any damage to the rented rooms or damage to or loss of furnishings included in the lease, the tenant shall be liable to the landlord for damages. The tenant is explicitly advised that it is their responsibility to prove that they are not responsible for the damage or loss.
- 2. The tenant shall also be liable for damage culpably caused by their relatives, guests, or other persons related to them.
- 3. The Tenant acknowledges that the principle of joint and several liability for damage and loss shall apply to communally used property and rooms. If any damage occurs to such objects, settlement of claims shall be made jointly by the tenants sharing the flat.
- 4. The Studentenwerk shall be liable for injury and property damage to the tenant and their visitors as well as for property brought along by the tenant only in cases of intent or gross negligence on the part of Studentenwerk and its staff. Any further claims are excluded.

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5. The landlord shall not be liable for the improper delivery or loss of mail received or objects delivered on behalf of the tenant.

#### XIX. Structural changes by the tenant

- 1. The tenant does not have the right to make any structural changes to the rented rooms.
- 2. The landlord may demand that the original condition of the rented rooms be restored upon termination of the lease. Under no circumstances shall the tenant have the right to reimbursement of costs if the condition produced by them is left as it is after termination of the lease.
- 3. The tenant shall be entitled to have a private communication connection set up.

#### XX. Structural changes and repairs by the landlord

- 1. The landlord may perform maintenance and structural alterations, repairs, and improvements necessary for the preservation of the building or the rented rooms or for prevention of imminent danger or repair of damage without the tenant's consent, as far as performance of the work is reasonable for the tenant. This shall also apply to any measures that are not necessary but appropriate.
- 2. The tenant shall tolerate access to the affected rooms for this purpose. They must not obstruct or delay execution of the work.
- 3. As far as the tenant is required to tolerate the work, they must neither reduce the rent nor exercise a right of retention, nor shall they be eligible for damages.

#### XXI. Access to the rented rooms by the landlord

- 1. The landlord may perform maintenance and structural alterations, repairs, and improvements necessary for the preservation of the building or the rented rooms or for prevention of imminent danger or repair of damage without the tenant's consent, as far as performance of the work is reasonable for the tenant. This shall also apply to any measures that are not necessary but appropriate.
- 2. The tenant shall tolerate access to the affected rooms for this purpose. They must not obstruct or delay execution of the work.
- 3. As far as the tenant is required to tolerate the work, they must neither reduce the rent nor exercise a right of retention, nor shall they be eligible for damages.

#### XXII. Collective heating/hot water supply

- 1. If a collective heating system is available in the respective residential complex, Studentenwerk commits to keeping it in operation during the period from 1 October to 30 April.
- 2. There shall be a night reduction of the heating temperature at midnight.
- 3. The Studentenwerk commits to putting an existing collective heating system into operation outside of the heating period even if the outside temperatures are below 12 degrees Celsius for three consecutive days, each measured at 2:00 PM. If a central hot water supply is available in the respective residential complex, Studentenwerk undertakes to keep it in operation all year round.
- 4. If there are any operational disruptions for which Studentenwerk is not at fault, the tenant shall not have the right to any rights to reduction or compensation. The tenant shall be obligated to report any faults to Studentenwerk.

#### XXIII. Return of the rented property/termination of the lease

- 1. The tenant must arrange an appointment with Studentenwerk for joint acceptance of the rented property at least 14 days before moving out for the purpose of returning the rented property. Acceptance of the rented property can usually only take place during office hours (Monday to Friday). Upon termination, the lease shall end at 10:00 AM on the last day of the month on which the notice of termination was given in time. If this day is a Saturday, Sunday, or a public holiday, the lease shall end at 10:00 AM of the previous working day.
- 2. The tenant shall return the rented rooms to Studentenwerk in a thoroughly cleaned and ready-for-occupancy condition with complete furniture/inventory and all keys received upon termination of the lease as well as if moving out before termination of the lease.



The landlord shall decide whether cleaning and clearing have been properly performed. If the basic cleaning is not performed properly, the landlord shall have the right to charge a company with performing the work. A date for subsequent cleaning by the tenant can be determined. There shall be no entitlement to a subsequent cleaning appointment if this is no longer possible in terms of time (if room acceptance takes place on the last possible date). The tenant shall bear the full costs of cleaning by a third party.

If the communal areas used by the tenant are not in a tidy condition when the tenant moves out, the tenant shall bear the costs for the necessary cleaning on a prorated basis.

If the rented room was repainted at commencement of the lease and if painting is required when moving out (lease period less than three years), the tenant shall bear the costs for this.

- 3. The tenant shall remove from the rented rooms or other rooms shared by the tenant all objects brought along by the tenant, personal objects, or objects taken over by the tenant.
- 4. If the tenant violates their obligations under items 1 or 2 and cannot be reached by phone or email prior to the eviction date, Studentenwerk shall have the right to open the rented rooms at the tenant's expense, to have them repaired and cleaned, and to remove or store any remaining personal belongings of the tenant at the tenant's expense.
- 5. The tenant shall be liable for any costs incurred by Studentenwerk due to moving out late, in particular also for any accommodation costs for the successor tenant.
- 6. If there is still any personal property of the tenant in the rented or common rooms after the return of the rented property, the landlord may remove this and take it into custody. The landlord shall have the right to destroy or dispose of items of no recognisable value or perishable items. Title in the items the landlord has taken into custody shall be deemed to have been relinquished after the expiry of one year after the items have been placed in storage. The landlord shall only be liable for damage or loss occurring during custody of the objects in cases of intent or gross negligence. The landlord shall not be obligated to take out insurance cover for the items taken into custody.
- 7. The tenant shall be obligated to reimburse the landlord for all expenses arising from the failure to clear the rented property properly.
- 8. The costs for custody shall be borne by the tenant.
- 9. The tenant must provide Studentenwerk with their new address and the bank details required for repayment or set-off of the rent deposit at the latest at the time of termination of the lease
- 10. The validity of the direct debit authorisation expires after the termination of the lease and the repayment or settlement of the rent deposit.

#### XXIV. Fees

- 1. The landlord shall manage the dorms in accordance with the cost recovery principle. This means that administrative costs must be kept to a minimum. Additional administrative burdens should therefore not be borne by the general public, but by the polluters. This is why the parties agree on the following flat-rate processing fees:
  - Removal fee 25.00 euros
  - Fee for the agreement of a subletting 25.00 euros
  - Fee for additional administrative work (e.g., requesting the enrolment certificate) 15.00 euros
  - Storage fee for objects of all kinds, bicycles, etc. 2.00 euros per day
  - Dunning fee for late payment 5.00 euros
  - Fee for early re-letting 25.00 euros

#### XXV. Other agreements

- 1. Any amendments of and additions to the lease, including its components in accordance with §4, shall require written form.
- 2. Any invalidity of one or several provisions of the lease or its constituent parts in accordance with § 4 shall not affect the validity of any remaining provisions.
- 3. The tenant agrees that Studentenwerk, in its capacity as landlord, shall have the right to use data from the university relating to enrolment.
- 4. Studentenwerk Oldenburg is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz, VSBG).



# XXVI. Data privacy

Your data will be collected and stored within the scope of the lease entered into with Studentenwerk Oldenburg based on your consent.

- 1. The controller within the meaning of the General Data Protection Regulation shall be the managing director of Studentenwerk Oldenburg, Mr Thurner, Uhlhornsweg 49-55, D-26129 Oldenburg.
- 2. The responsible data protection officer at Studentenwerk is Mr Groen, Uhlhornsweg 49-55, D-26129 Oldenburg, email: datenschutzbeauftragter@sw-ol.de
- 3. Storage of your data

If you have applied for a dorm place via Studentenwerk's online portal, the data provided there will be stored by an IT service provider specialising in this field. We access the data stored there and submit an offer once a suitable dorm place is available.

We will store the personal data upon conclusion of the contract. Data must be collected in order to conclude and execute the lease. The details of name, date of birth, gender, home address, contact details, nationality, student status, and the bank details provided will be stored.

- 4. The bank details for collection of the fee shall be passed on to Studentenwerk's house bank. Your data shall not be passed on to any third parties in any other manner.
- 5. The data shall be stored for the duration of the lease, for a maximum of 10 years, or as long as there are still outstanding claims.
- 6. You have a right to information from Studentenwerk Oldenburg regarding what personal data we have stored concerning you and, if applicable, the right to rectification, erasure, and restriction of processing as well as a right to object to processing. You also have a right to data portability. You can raise your daim to the student housing department, email: wohnen@sw-ol. de, or in writing to Studentenwerk Oldenburg, Student residence department, Uhlhornsweg 49-55, D-26129 Oldenburg.
- 7. In the case of a data protection breach, you also have the right to lodge a complaint with the Data Protection Commissioner of Lower Saxony. You may contact the data protection officer of Studentenwerk beforehand.
- 8. If you do not consent to collection and processing of your data, we cannot conclude a contract with you; if you revoke your consent, the contractual relationship cannot continue and must be terminated.

# Fire protection in the residential complexes

#### I. Preventive fire protection measures

Fire prevention is the most important task of fire protection. Every tenant is obligated to handle fire and open flame, in particular candles, as well as electrical equipment, gas, and other installations for light, power, and heat with the necessary care in order to avoid fires, as even slight negligence can cause damaging fires and accidents.

Fire-hazardous actions by others are to be prevented if this is possible.

Do not throw any cigarettes, cigar butts, or ashes into any waste baskets; experience shows that they are the source of such damaging fires. Do not smoke in bed under any circumstances.

All access roads and paths for the fire brigade, as well as any doors, corridors, and emergency exits must be kept clear at all times and to their full width. Objects that obstruct accessibility will be removed for a fee. Any costs shall be borne by the polluter.

#### II. Behaviour in case of a fire

Keep calm and act prudently, avoid panic.

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Any harmful fire must be effectively fought as soon as possible. All firefighting measures must be taken as quickly as possible.

Anyone who notices the outbreak of a damaging fire that cannot be extinguished immediately by hand fire extinguishers or other means must sound the fire alarm without undue delay.

The following must be informed at once:

- a) Professional fire brigade (phone no. 112)
- b) Student housing department, central caretaker's office, or emergency phone number of Studentenwerk

The fire must be fought with all available means. Hand-held fire extinguishers are available and distributed in the buildings in sufficient numbers. They are the most important small extinguishing devices for fighting incipient fires. Every resident should memorise the locations of these fire extinguishers.

Keep all doors and windows closed to avoid draughts. Only open them if people are in danger due to the development of smoke.

Electric lamps in the burning rooms or rooms threatened by fire should be switched on if possible — even in the daytime — since they facilitate rescue work in smoke-filled rooms.

Use escape routes to get to safety (escape balconies, emergency staircases, emergency exits), do not use any lifts. Always take people who are in danger to safety first, and only then think about rescuing property. The instructions of the fire brigade must be observed at all times; they are to be given every possible assistance.

As of: July 2022