

General Terms and Conditions

General Terms and Conditions for accommodation placement at Universität der Künste Berlin in cooperation with ERG Universitätsservice GmbH.

The Universität der Künste Berlin arranges off-campus accommodation for international exchange students and has given the task of arrangements of accommodation at dormitories of Studierendenwerk Berlin to the ERG Universitätsservice GmbH. The Universität der Künste Berlin informs the exchange students themselves beforehand about accommodation at Studierendenwerk Berlin. Placement is subject to availability.

Please note that Universität der Künste Berlin / ERG Universitätsservice GmbH only serves as an intermediary and is therefore not liable for any agreement between the two parties of renter and landlord.

1. Registration

Accommodation requests can be submitted using the registration form of ERG Universitätsservice GmbH.

2. Dates and Deadlines for Registering for Accommodation

Students may register up until 6 weeks prior to their move-in date (1st of the month) or until the accommodation has reached the maximum capacity.

The registration deadline refers to the receipt of payment of the reservation fee, not for the submission of the registration form. The reservation fee must be received and confirmed by ERG Universitätsservice GmbH at least six weeks before the rental contract starts, which means the tenant must register before then. As soon as the accommodation has filled up, it can no longer be chosen even if the deadline has not yet passed.

3. Rental Period

The minimum rental period is one semester (6 months). The rental contract period must begin on the 1st and end on the last day of the month. Arrivals prior to the start of the rental contract as well as departures after the last day of the rental contract period are possible in certain cases but must be communicated to the ERG Universitätsservice GmbH well in advance (at least one month) and need to be confirmed on an individual basis.

The rental period at the dormitories of Studierendenwerk Berlin is set to 6 months per semester as follows:

- Winter semester: September 1st to February 28th/29th
- Summer semester: March 1st to August 31st

The rental contract between the tenant and Studierendenwerk Berlin is a fixed-term period.

A termination of the rental contract by the tenant before the end date of the rental agreement is not possible.

4. Registration / Payment

Once the registration has been received and processed, ERG Universitätsservice GmbH will send the student a confirmation by e-mail within a week. Detailed information on the payment of a reservation fee of 500 EUR will be included in the confirmation e-mail. This fee must be paid by bank transfer within one week upon receipt of the confirmation e-mail. The applicant must cover all bank transaction fees. The registration becomes legally binding once the reservation fee has been received by ERG Universitätsservice GmbH (the receipt will be confirmed via e-mail). The deadline must be met by the time the payment is received, not the day that the transfer is made.

5. Move-In / Move-Out

To ensure a smooth check-in/check-out the tenant needs to communicate the arrival information (including date, time and arrival location) and move-out dates to the appropriate administration at least one week prior to arrival/move-out. Students who do not provide the administration with their arrival information will not be able to move in. Costs for alternative accommodation until an appointment to move in can be scheduled will not be covered by Universität der Künste Berlin / ERG Universitätsservice GmbH or the Studierendenwerk Berlin.

Please note: All rooms and apartments must be left in good condition when the students move out. Students will be charged for any damages they cause.

6. Reservation Fee / Rent

The paid reservation fee will be used as follows:

A reservation fee of 500 EUR applies. A service fee of 50 EUR will be deducted from the reservation fee. The remaining amount of 450 EUR will be forwarded from ERG Universitätsservice GmbH to the Studierendenwerk Berlin and serves as a security deposit which will be kept by the Studierendenwerk Berlin administration until the student moves out. The security deposit will be paid back after your departure by bank transfer as long you do not have any outstanding costs and the room is in good condition.

The tenant must sign the rental contract and pay the first month's rent when moving in. The tenant will be required to pay the monthly rent each month directly to Studierendenwerk Berlin. Bank details can be found in the rental contract.

In case the monthly rent is transferred to the ERG Universitätsservice GmbH bank account instead of the landlord's bank account, the amount will be forwarded to the current landlord. For this forwarding or refund the ERG Universitätsservice GmbH will deduct a service fee in the amount of 15 EUR from the amount forwarded or refunded.

7. Cancellation / Refunds

Cancellations of existing reservations must be communicated in writing (an e-mail is sufficient, but has to be confirmed by the ERG Universitätsservice GmbH) at least four weeks prior to the beginning of the rental contract. A 50 EUR cancellation fee applies and will be deducted from the reservation fee before it is refunded to the student by ERG Universitätsservice GmbH. All bank transaction fees must be covered by the applicant.

No fees of any kind are refunded in case of cancellation less than four weeks prior to the beginning of the rental contract.

8. Disclaimer

ERG Universitätsservice GmbH is not liable for neglects of duty caused by the landlords. Universität der Künste Berlin / ERG Universitätsservice GmbH reserves the right to change the chosen accommodation option should the selected option be fully booked. If such a change is necessary, the affected participants will be notified and informed about available alternatives. If no solution can be found, ERG Universitätsservice GmbH will refund all payments made thus far.

9. Severability Clause

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

10. Privacy Policy

Each participant agrees to the storage and use of personal data for the fulfillment of the agreement. Personal data storage protection is governed by the Federal German Data Protection Act. Participants' personal data will not be made available to third parties.

11. Place of Jurisdiction

The laws of the Federal Republic of Germany shall apply to these terms and conditions, and the parties agree to Berlin (Germany) as the place of jurisdiction.