General Terms and Conditions

General Terms and Conditions for accommodation placement at the Berlin School of Economics and Law (Hochschule für Wirtschaft und Recht Berlin) in cooperation with ERG Universitätsservice GmbH.

The Berlin School of Economics and Law (Hochschule für Wirtschaft und Recht Berlin) arranges off-campus accommodation for international exchange students and has given the task of arranging the accommodation at dormitories of StudierendenWERK Berlin to the ERG Universitätsservice GmbH. The Berlin School of Economics and Law (Hochschule für Wirtschaft und Recht Berlin) informs the exchange students beforehand about accommodation at StudierendenWERK Berlin. Placement is subject to availability.

Please note that the Berlin School of Economics and Law (Hochschule für Wirtschaft und Recht 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 online using the registration form of ERG Universitätsservice GmbH.

2. Dates and Deadlines for Registering for Accommodation

Students may register up to six weeks at the latest prior to the rental start. If the accommodation has reached the maximum capacity before, further registration is no longer possible.

The registration deadline refers to the receipt of payment of the reservation fee, not to the submission of the online registration form. The reservation fee must be received and confirmed by ERG Universitätsservice GmbH at least six weeks before the start of the rental contract, which means the tenant must register before then.

3. Rental Period

The fixed rental period is one semester (six months). The rental contract period must begin on the first and end on the last day of the month.

The rental period at the dormitories of StudierendenWERK Berlin is set to six 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 covers a fixed-term period. A termination of the rental contract by the tenant before the end date of the rental agreement is not possible.

3.1 Extension Rental Contract StudierendenWERK Berlin

An extension of the rental agreement is generally not possible since the rooms are reserved for the next exchange students. Exceptions might be made after prior consultation with Berlin School of Economics and Law. If the tenant wants to extend the rental period, ERG Universitätsservice GmbH needs to be informed in writing by the beginning of the third month of the rental period the latest (beginning of November). Based on availability, Berlin School of Economics and Law will come to a decision after consultation with ERG Universitätsservice GmbH. If an extension is granted a non-refundable service fee of 25 EUR applies, which needs to be paid to ERG Universitätsservice GmbH in advance. In case of a cancellation of the previously granted extension, the tenant needs to inform ERG Universitätsservice GmbH in writing six weeks prior to beginning of the extension period at the latest.

3.2 Cancellation of an Extension

In case of a cancellation of the extension less than six weeks prior to the beginning of the extension period, the tenant is liable to pay first month's rent to the landlord. An extension of the rental period is due to availability and cannot be guaranteed. Extensions are granted based on "first come first served" principle. All other provisions of the paragraph that do not relate to payment apply analogously.

4. Registration / Payment

Receipt of the electronic registration form will be automatically confirmed via e-mail. Once the onlineregistration 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 475 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 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 you would have to communicate your arrival information (including date, time and arrival location) and move-out dates to the responsible dormitory administration at least two weeks prior to your 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 will not be covered by the Berlin School of Economics and Law (Hochschule für Wirtschaft und Recht 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 reservation fee will be used as follows:

A reservation fee of two month's rent and an additional non-refundable service fee of 25 EUR applies. The service fee of 25 EUR will be deducted from the reservation fee. The remaining amount will be forwarded from ERG Universitätsservice GmbH to StudierendenWERK Berlin and serves as a deposit, which will be kept by StudierendenWERK Berlin administration until the student moves out. The deposit will be paid back up to six months after the tenant's departure by bank transfer as long the tenant does not have any outstanding costs and the room is left in good condition.

The tenant must sign the rental contract and pay first month's before the beginning of the rental period. The tenant will be required to pay the monthly rent each month directly to the landlord (**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, ERG Universitätsservice GmbH will deduct a service fee of 15 EUR from the amount for the retransfer.

7. Withdrawal

After registration, a two-week right of withdrawal applies. After this period, the registration is binding.

Cancellations of registrations must be communicated within 14 days after the registration at the latest in writing to ERG Universitätsservice GmbH as well as studierendenWERK Berlin (an e-mail is sufficient) and has to be confirmed by the ERG Universitätsservice GmbH. A 25 EUR cancellation fee applies and will be deducted from the reservation fee before it gets refunded to the student by ERG Universitätsservice GmbH. All bank transaction fees have to be covered by the student. The reservation fee will be kept in case of cancellation later than two weeks after the registration.

8. Disclaimer

ERG Universitätsservice GmbH is not liable for neglects of duty caused by the landlords or property owners. The Berlin School of Economics and Law (Hochschule für Wirtschaft und Recht 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 completely 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

The following notes give a simple overview of what happens to your personal information when you register for accommodation with us. Personal data is all data that personally identifies you. By registering for accommodation, you consent to your personal data being stored, processed and passed on to third parties (for example, potential property owners, landlords or partner universities in Berlin) within the framework of the statutory provisions of the Federal Data Protection Act. Your data will be collected on the one hand, that you tell us. This may be e.g. to trade data that you enter in the registration form. At any time, you have the right to obtain free information about the origin, recipient and purpose of your stored personal data. You also have the right to correct, block, revocation or cancellation of this data in the future. You can contact us at any time, as well as further questions about data protection. Please find our privacy policy <u>here.</u>

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.