



## General Terms and Conditions

General Terms and Conditions for accommodation placement at the Berlin University of the Arts (Universität der Künste Berlin) in cooperation with ERG Universitätsservice GmbH.

The Berlin University of the Arts 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 University of the Arts informs the exchange students beforehand about accommodation at studierendenWERK Berlin. Placement is subject to availability.

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

### 1. Registration

Accommodation requests can be submitted online using the registration form of ERG Universitätsservice GmbH. The registration period starts ca. three months prior to the rental start for the winter semester and ca. two months prior for the summer semester, as soon as students receive the link to the online registration form from the International Office of the Berlin University of the Arts.

### 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 that point, 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 students 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 1<sup>st</sup> to February 28<sup>th</sup>/29<sup>th</sup>
- Summer semester: March 1<sup>st</sup> to August 31<sup>st</sup>

**Attention please:** 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. Subletting is not permitted.

#### 3.1 Extension Rental Contract studierendenWERK Berlin

Extensions of the rental contracts of the studierendenWERK are not possible.

#### **4. Registration/Payment**

Receipt of the electronic registration form will be automatically confirmed by email. Once the online-registration has been received and processed, ERG Universitätsservice GmbH will send the student a confirmation by email within a week. Detailed information on the payment of a reservation fee will be included in the confirmation email. This fee must be paid by bank transfer within one week upon receipt of the confirmation email. The applicant must cover all bank transaction fees. The deadline must be met by the time the payment is received, not the day that the transfer is made. After successful registration, students will be directed to the studierendenWERK application portal in order to set up a resident profile.

Students who register for an option at the studierendenWERK will be directed to the studierendenWERK application portal via an information email following completion of registration in order to create an applicant profile by filling out the Application Form for Admission of studierendenWERK Berlin and sending the applicant identification number via E-Mail to accommodation-udk@erggmbh.de. The applicant identification number has 8 digits and can be found on the confirmation email.

The registration becomes legally binding once the reservation fee and the said applicant identification number has been received by ERG Universitätsservice GmbH (the receipt of reservation fee will be confirmed via email).

#### **5. Move-In/Move-Out**

To ensure a smooth move-in/move-out students must communicate their arrival and departure plans (including date, time, and location) to studierendenWERK Berlin (via the dormitory portal) at least two weeks prior to their move-in/move-out date. Costs for alternative accommodation until an appointment to move in will not be covered by the Berlin University of the Arts / 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 of 750 EUR includes:  
the security deposit of 700 EUR and a service fee of 50 EUR.

The security deposit will be forwarded from ERG Universitätsservice GmbH to the studierendenWERK Berlin (following the signing of the original contract) or when the tenancy has come into effect and will be managed by the studierendenWERK Berlin administration until the tenant moves out. The deposit will be refunded by bank transfer within six months of moving out, provided the tenant has no outstanding bills and the room is left in good condition.

The tenant must sign the rental contract and pay the first month's rent prior to the beginning of the rental period. The tenant will be required to pay rent each month directly to the landlord (studierendenWERK Berlin). Bank details can be found in the rental contract. If 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 25 EUR from the amount for the retransfer. The same applies to any other kind of payment that is mistakenly transferred to the bank account of ERG Universitätsservice GmbH.

#### **7. Withdrawal**

A two-week right of withdrawal applies after registration (the moment a room is reserved for the student and the payment request for the reservation fee is sent). After that period, the registration is binding, given conditions are met. Cancellations of existing registrations must be communicated in writing (an email is

sufficient, but has to be confirmed by the ERG Universitätsservice GmbH) at the latest 14 days after the registration. A 50 EUR cancellation fee applies and will be deducted from the reservation fee before it will be refunded to the student by ERG Universitätsservice GmbH. All bank transaction fees have to be covered by the student. The reservation fee will be retained in case of a 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 University of the Arts / 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 students in question will be notified and informed about available alternatives. If no suitable solution can be found, ERG Universitätsservice GmbH will refund all payments made thus far.

## **9. Severability Clause**

If any provision of these General Terms and Conditions is held by any competent authority to be invalid or unenforceable in its entirety or in part, the validity of the other provisions of these General 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 the student's personal information when they register for accommodation with us. Personal data is all data that personally identifies the student. With the registration for accommodation the student consents to their personal data being stored, processed and passed on to third parties (such as potential property owners, landlords or partner universities in Berlin). This happens within the framework of the statutory provisions of the Federal Data Protection Act. Personal data will be collected through the online registration form, but students have at any time the right to obtain free information about the origin, the purpose, and possible recipients of their stored personal data. Additionally, students have at any time the right to correct the stored data or alternatively block or revoke the storage of their data in the future. The privacy policy of ERG Universitätsservice GmbH can be found [here](#) in full.

## **11. Place of Jurisdiction**

The laws of the Federal Republic of Germany apply to these General Terms and Conditions and the parties agree to Berlin (Germany) as the place of jurisdiction.