

GENERAL TENANCY CONDITIONS OF STUDENTENWERKS SCHLESWIG-HOLSTEIN (LANDLORD)

(Status: June 2025)

NOTE

Where gender-neutral language is not used in these tenancy conditions, the text applies equally to all genders.

PREAMBLE

- (1) Studentenwerk Schleswig-Holstein, a public-law institution, is tasked with the social responsibility of providing access to student housing for as many students as possible. To achieve this, rental agreements must be limited in duration, as the provision of accommodation in student residences constitutes an indirect form of state subsidy. Given the limited number of available places, a rotation system is applied so that state-subsidized housing can be offered to as many students as possible.
- (2) Tenants have the opportunity to participate in shaping residential life through various committees established at Studentenwerk Schleswig-Holstein, particularly the Central Admissions Committee and the Board of Trustees.

§ 1 ELIGIBILITY FOR HOUSING

- (1) The rental is granted on the condition that the tenant meets the eligibility requirements for accommodation in the residence halls managed by the landlord. A tenant is eligible for the duration of the rental period agreed upon in the contract if they are a student as defined in § 2(2) of the Schleswig-Holstein Student Housing Act (StudWG Schl.-Holst.), and only until the completion of their studies. Completion of studies is deemed to have occurred in particular upon passing the final examination required for the tenant's field of study.
- (2) The tenant is obligated to notify the landlord within two weeks of the termination of their studies, regardless of the reason. The loss of eligibility does not entitle the tenant to terminate the contract or to demand its cancellation.
- (3) The tenant is obligated to submit to the landlord, without being requested, a certificate of enrollment or certificate of exmatriculation by April 30 for the summer semester or by October 31 for the winter semester. If no certificate is received by these dates, the landlord will issue a request in text form, demanding proof of enrollment. Any costs incurred by this process shall be borne by the tenant. If, after a formal warning including a deadline, the tenant still fails to provide a certificate of enrollment, the landlord is entitled to terminate the tenancy. Further details can be found in § 19(2)(e) of these General Rental Terms and Conditions.
- (4) If it is revealed that the tenant falsely claimed eligibility at the time of signing the rental agreement—despite not fulfilling the eligibility requirements or not being able to fulfill them during the agreed rental period, and if the tenant knew or should have known this—the landlord is entitled to terminate the tenancy without notice for good cause. Further details are governed by § 19 of these General Rental Terms and Conditions.

§ 2 EXCHANGE STUDENTS

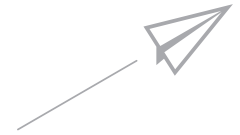
- (1) To accommodate international students who are temporarily studying in Schleswig-Holstein as part of governmental or university exchange programs, the Managing Director may conclude separate agreements.

§ 3 RENTAL OBJECT

- (1) The rented property is specified in the rental agreement.
- (2) Rooms and facilities intended for shared use may also be used, in accordance with their intended purpose and within the framework of the house rules. The right of use may be modified or revoked at any time by the landlord.

§ 4 RENT PAYMENT

- (1) The flat-rate rent is collected via SEPA direct debit in advance, starting on the third working day of each month. The SEPA direct debit mandate also applies to any increase in the rent or its components. A SEPA direct debit mandate must be submitted when the contract is signed. If the tenant's account lacks sufficient funds on the debit date, all resulting costs shall be borne entirely by the tenant.
- (2) In the event of late payment, the landlord is entitled to charge a flat reminder fee of €5.00 for each written reminder. This does not affect the landlord's right to claim statutory default interest or to assert higher damages due to delay.
- (3) In the case of payment arrears, any partial payments made shall be applied first to costs, then to interest, and finally to the principal, starting with the oldest debt.
- (4) Granting a SEPA direct debit mandate for rent payments is agreed upon as a primary obligation.



§5 FLAT-RATE RENT AND RENT INCREASES

- (1) The flat-rate rent consists of the costs incurred or calculated in accordance with the Second Calculation Ordinance. The landlord determines the permissible distribution keys and methods of calculation. No individual billing is provided. The flat-rate rent may be adjusted to reflect cost changes. The tenant explicitly waives the right to an itemized breakdown of the individual cost components.
- (2) Changes to the rent will be communicated to the tenant in text form. The adjusted rent shall be payable starting from the following month.

§6 SECURITY DEPOSIT

- (1) Before the rental unit is handed over, the tenant must pay a security deposit of €500.00 (deposit amount effective from September 1, 2025) for a room or apartment. The deposit must be transferred to Studentenwerk Schleswig-Holstein. **(Transfer to: DE73 2105 0170 1003 6690 98)**
- (2) The deposit does not accrue interest in favor of the tenant. Studentenwerk Schleswig-Holstein is exempt from this obligation under § 551 para. 3 sentence 5 BGB. Any interest earned is instead used to reduce the operating expenses of the residence hall, thereby contributing to a correspondingly lower rent.
- (3) During the tenancy, the tenant may not offset the deposit against any claims of the landlord. The deposit will be used to settle any outstanding claims of the landlord against the tenant that remain after the termination of the tenancy.
- (4) The paid deposit, or any portion of it not offset, will be refunded to the tenant by the landlord via bank transfer to an account specified by the tenant, after the rental unit has been returned.
- (5) If repayment of the deposit or reimbursement of the unused portion is not possible for reasons beyond the landlord's control (especially if the tenant fails to provide a new address or bank account), the tenant's claim to repayment expires in accordance with statutory limitation periods.

§7 HANDOVER

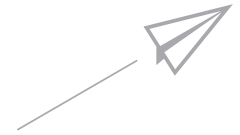
- (1) The handover of the rental unit takes place only on weekdays (excluding Saturdays) between 8:00 a.m. and 1:00 p.m. If the tenancy begins on a Saturday, Sunday, or public holiday, the handover will occur on the next working day. There is no entitlement to a rent reduction in such cases.
- (2) The tenant will receive the keys from the janitor upon presentation of the payment receipt for the agreed security deposit.
- (3) During the handover, the condition of the rental unit and the completeness of the included inventory are documented in a handover protocol, which must be signed by both parties. By signing the protocol, the tenant acknowledges that the rental unit is in proper condition. The tenant is required to inspect the room immediately upon move-in and to report any defects or complaints to Studentenwerk Schleswig-Holstein in writing within 14 days. Repairs can only be requested using the completed and signed "Damage Report" form.
- (4) Furnishings included with the rental are listed in a separate inventory, which is part of the move-in protocol. This inventory list is considered an integral part of the rental agreement.

§8 KEYS AND LOSS OF KEYS

- (1) The tenant receives the keys specified in the move-in protocol.
- (2) The procurement of additional keys is only permitted with the landlord's consent.
- (3) The loss of any keys must be reported immediately to the janitor.
- (4) In the event of a lost key, the landlord may charge the tenant for the replacement of the lock or one or more locking cylinders (locking system), depending on what is required to prevent misuse and to protect other tenants (e.g., in shared flats), if misuse of the lost key cannot be ruled out. If misuse is not a concern, the landlord may charge the tenant only for the cost of a replacement key. It is the tenant's responsibility to demonstrate that misuse of the lost key can be excluded.

§9 RENTAL TERM

- (1) The tenancy is limited to six semesters (agreed rental period). When determining the number of semesters, any semesters during which the tenant previously lived in other residence halls operated by Studentenwerk Schleswig-Holstein must also be taken into account. After the rental period specified in the agreement expires, the tenancy ends automatically without requiring a notice of termination.
- (2) If the vacation and return of the rental unit is delayed after the tenancy ends, the tenant is obligated to pay compensation equal to the total rent and all other fees until the unit is fully vacated and returned. The landlord is also entitled to claim additional damages from the tenant for any losses incurred due to the inability to grant possession of the unit to a new tenant, especially if the landlord becomes subject to compensation claims as a result.
- (3) If the tenant continues to use the rental unit after the end of the agreed rental period, the tenancy is not deemed to be extended. In this respect, § 545 BGB, which would otherwise assume a tacit extension of the tenancy, does not apply. Both parties waive the right to invoke any tacit renewal of the tenancy after its expiration, and mutually accept this waiver.



§10 CONTRACT EXTENSION

- (1) Upon request, the rental period specified in § 9(1) of the rental terms may be extended by Studentenwerk Schleswig-Holstein. The tenant has no general entitlement to such an extension. Details regarding the extension procedure are outlined in the Admissions and Extension Guidelines for the residence halls of Studentenwerk Schleswig-Holstein, which, in their currently valid version, form part of this rental agreement. By signing the rental agreement, the tenant acknowledges these guidelines as binding.

§11 TENANT RELOCATION

- (1) The tenant generally has the option to relocate within the residence halls operated by Studentenwerk Schleswig-Holstein. A move within a residence hall or to another residence hall is only permitted at the end of a semester. A relocation request must be submitted to the landlord using the designated relocation application form by December 15th (winter semester) or June 15th (summer semester). The application is reviewed and decided upon by the committees established at Studentenwerk for this purpose. A relocation may only take place on March 1st or September 1st of a given year—without exception.
- (2) The tenant has no entitlement to be assigned the desired place in a student residence.
- (3) If the tenant is assigned the desired room in a residence, the resulting additional administrative costs shall be charged to the tenant. The administrative fee for the first relocation is €125.00; for each subsequent relocation, this fee increases by €5.00. The respective amount is collected via SEPA direct debit. Proof of payment must be presented to the landlord when the tenant moves into the new room. If the tenant fails to provide such proof, the fee will be deducted from the security deposit originally paid for the previously rented room. The tenant is obliged to replenish the deposit by the deducted amount. The tenant is entitled to prove that no damage or significantly less damage occurred than the flat-rate amount charged. For organizational reasons, an overlap between the old and new rental contracts must always be planned. This overlap comprises a full calendar month, during which both tenancy agreements run in parallel, requiring the tenant to pay double rent. These provisions do not apply to relocations initiated by Studentenwerk.

§ 12 USE BY THIRD PARTIES – SUBLETTING

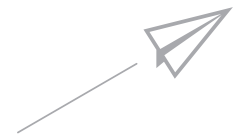
- (1) The rooms rented by the tenant may neither in whole nor in part be sublet or otherwise made available to a third party for use. The landlord is entitled to terminate the tenancy without notice if the tenant, despite having received a written warning from the landlord, grants unauthorized use to a third party or sublets the rental property.
- (2) The tenant is entitled to receive visitors. However, the term visitor refers only to a temporary stay within the rented premises. Given that the tenant's accommodation is located within a student residence, where orderly communal living can only function through mutual consideration in the interest of all residents, the landlord is entitled—by exercising the right of domicile—to ask a visitor to leave the residence if they cause disturbances to other tenants. Furthermore, the landlord is also entitled to prohibit a tenant from receiving visitors if, considering the size of the rented space, the number of persons leads to overcrowding and thereby causes excessive wear and tear on the premises.

§ 13 DEFECTS

- (1) The tenant is obliged to report any sources of danger or defects that arise during the rental period. This notification must be made immediately and in written form to the landlord. If a defect already existed at the start of the tenancy, the tenant loses the right to a rent reduction if they fail to report it due to their own fault. Fault is particularly assumed if the defect is clearly visible to any reasonable person.
- (2) Moreover, the tenant is liable to the landlord in accordance with § 536c para. 2 BGB for any negligently omitted or delayed notice of defects. The same applies to inaccurate notices given through fault.

§ 14 TENANT LIABILITY

- (1) The tenant is obliged to treat the rental property, the furnished inventory, and the shared (communal) areas with care and to ensure sufficient and regular cleaning.
- (2) The tenant is liable for damage to the rental property and its inventory provided by the landlord if the damage was caused through the tenant's negligent breach of duty of care or in any other culpable manner.
- (3) The tenant is equally liable for any damage negligently caused by members of the household, relatives, visitors, or agents, provided they used or accessed the rental property at the tenant's request or with the tenant's consent.
- (4) If any inventory is lost or damaged during or at the end of the tenancy, the tenant must compensate the landlord for the damage, provided the tenant is at fault.
- (5) The tenant is required to keep the rental unit free of vermin. If this duty is breached through the tenant's fault, the tenant is liable for any resulting damage to the landlord.
- (6) During the heating period (October to April), the tenant is obligated to ensure adequate heating of the rental unit even in their absence. If this obligation is neglected and causes damage, the tenant is liable for compensating the landlord for the resulting damages.
- (7) If the tenant is absent for more than 4 weeks, they must ensure that they or a designated person runs water for 5 minutes from every tap in the unit to prevent legionella formation.
- (8) The tenant is liable for damages incurred by the landlord if the tenant fails to return the rental property on time after termination of the tenancy, and the landlord is therefore unable to re-rent the unit.



§ 15 LANDLORD LIABILITY

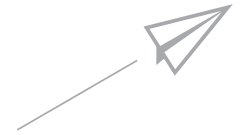
- (1) The landlord's strict liability for material defects already present at the time the contract is concluded (guarantee liability) is excluded; § 536a paragraph 1, first alternative of the German Civil Code (BGB) does not apply in this respect.
- (2) The landlord is liable for personal injury and property damage suffered by the tenant or their visitors, as well as for damage to items brought in by the tenant, only in cases of intent or gross negligence.
This limitation of liability does not apply in cases of injury to life, body, or health.
Also excluded from the limitation is liability for breach of cardinal obligations (i.e. obligations fundamental to the contract, such as provision and maintenance of the rental property).
The same applies to the landlord's agents and assistants. This is particularly relevant for damage to or loss of vehicles or bicycles, even if they are parked in designated areas or elsewhere on the residential premises.

§ 16 MAINTENANCE

- (1) The tenant undertakes to treat the rental property as well as all rooms, facilities, and equipment designated for communal use with care and consideration. They are responsible for the proper cleaning of the rented premises and adequate ventilation of the rooms provided. If the landlord has already issued a written request to the tenant to clean and the tenant fails to comply within the specified deadline, the landlord may have the room professionally cleaned. The tenant is liable for the cost of this cleaning.
- (2) The tenant is required to immediately report any loss of property belonging to the residence or damage to the rental property to the landlord.
- (3) The tenant is liable for any damage resulting from a culpable breach of their duties of care and notification, particularly if technical installations or other equipment are misused, or if the rooms are inadequately ventilated, heated, or protected against frost.
With respect to damage caused, the tenant is liable for their visitors as if they were agents in accordance with § 278 of the German Civil Code (BGB). It is the tenant's responsibility to provide proof to the contrary.
For damage to rooms, facilities, and equipment used jointly by several tenants, the tenants are jointly and severally liable.
- (4) Damage to the rental property or communal facilities caused by the tenant's conduct is generally repaired by the landlord. The tenant shall bear the costs of any professionally executed repair work.
- (5) The landlord is entitled to create or remove communal facilities if this appears appropriate at their discretion, taking into account the interests of all tenants and the landlord.
If a separate fee has been agreed upon in addition to the rent for such a facility, this fee may be recalculated in the event of changes in service or cost. A reasonable fee may be charged for newly created facilities.
- (6) The landlord is allowed to carry out repairs, modernizations, and structural alterations that are necessary for the maintenance and improvement of the building or rental units, or for the prevention or elimination of damage, without the tenant's consent. The tenant must ensure that the affected rooms are accessible and must not delay or obstruct the execution of the work. Otherwise, they must bear any resulting costs.
If the tenant is required to tolerate the work, they are entitled to a reduction in rent if the measures significantly impair the use of the rental space. Further claims by the tenant are excluded.

§ 17 ACCESS BY THE LANDLORD

- (1) The tenant is obliged to grant the landlord or their representative access to the rental premises after prior notice in the following cases:
 - (a) during normal working hours, as needed, for the purpose of inspecting the condition of the rental property, and in any case at least once per semester;
 - (b) for the duration of any work, maintenance, or structural modifications to the rental premises.
 Communal rooms, hallways, and other areas that are also accessible to visitors or third parties may be entered by the landlord at any time without special notice.
The same applies to rooms that are not part of the rental agreement, but for which shared use has been granted.
- (2) The landlord is entitled to enter the tenant's rooms without prior notice if necessary to prevent danger to life, limb, or health, or to avert substantial material damage. In such emergency situations, entry is permitted at any time of day or night.
- (3) In the cases described under paragraph (1), the landlord will inform the tenant as early as reasonably possible, specifying the date and estimated duration.
- (4) If the tenant refuses access or otherwise makes access impossible, they are liable for all resulting damages and consequential losses.
- (5) If the tenant is unable to be present on the date announced by the landlord and is unable to appoint a trusted representative, the tenant has the option to grant the landlord written permission in advance to enter the premises in their absence.

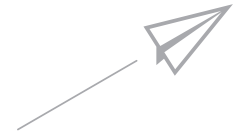


§ 18 TERMINATION BY TENANT

- (1) The tenant may terminate the tenancy with three months' notice, effective either on March 1st or September 1st of the respective year.
- (2) The termination must be submitted in writing. Otherwise, the statutory provisions apply.
- (3) Upon request by the tenant, the tenancy agreement may be terminated before the agreed end date (as per § 9), provided that there is an applicant who is approved by the competent committee to take over the vacated room.
The tenant may propose a replacement tenant only if the person meets the eligibility requirements for admission to a dormitory of Studentenwerk Schleswig-Holstein, and there are no regular applicants currently waiting for a dormitory room. A proposed replacement tenant may not be an existing applicant with Studentenwerk Schleswig-Holstein, nor a current resident (e.g. someone relocating). Further details are governed by the Admissions and Extension Guidelines for the dormitories of Studentenwerk Schleswig-Holstein. Tenants who have rented a room via a university quota are excluded from this regulation.
- (4) If the tenancy ends early in accordance with paragraph (3), the landlord will charge an administrative fee of €35.00 to cover the processing effort. This fee must be paid before the rental unit is returned. Upon approval of the early termination, the €35 administrative fee will be collected via SEPA direct debit. If no SEPA mandate has been issued, the fee will be offset against the security deposit paid by the tenant.

§ 19 TERMINATION BY LANDLORD

- (1) The landlord may terminate the tenancy in writing before the agreed termination date if:
 - (a) The tenant falsely claimed to be eligible for a dormitory of the landlord when signing the rental contract, although they were not actually eligible or would not meet the eligibility requirements during the agreed rental period, and the tenant knew or should have known this.
 - (b) In exceptional cases, if the specific intended purpose of the tenancy is violated due to reasons attributable to the tenant.
 - (c) The tenant loses eligibility for student housing as defined in these General Rental Terms and Conditions, or fails to submit proof of enrollment despite being set a deadline and having received a warning.
 - (d) It is unreasonable for the landlord to continue the tenancy due to significant or repeated violations of contractual obligations by the tenant.
A regular termination by the landlord must be issued in writing no later than the third working day of a calendar month, effective at the end of the following month after next.
- (2) The landlord is entitled to terminate the tenancy without notice (extraordinary termination) if:
 - (a) the tenant is in arrears with the rent for two consecutive payment dates, or with a significant portion of the rent (defined as more than one month's rent), or over a period extending beyond two due dates, with arrears totaling at least two months' rent.
 - (b) the tenant uses the rental premises in breach of contract, especially if they allow third parties to use the premises without permission, in whole or in part, or receive third parties not merely as temporary guests, and continue this unauthorized use despite a formal warning from the landlord.
 - (c) the tenant repeatedly violates other contractual obligations despite prior warning.
A significant breach of contract is particularly deemed to exist if the tenant repeatedly disturbs the peace within the residence, such that – considering all circumstances of the individual case and the fault of the parties – the landlord can no longer be reasonably expected to continue the tenancy.
 - (d) the tenant violates the house rules and continues such conduct despite prior warning.
 - (e) the tenant loses eligibility for residence and fails to submit the required proof of enrollment, even after a warning and deadline.
 - (f) The tenant is in arrears with the security deposit pursuant to § 551 BGB in an amount equal to two months' rent.
In addition, all statutory grounds for extraordinary termination remain unaffected.
- (3) Instead of immediate termination, the landlord may, at their discretion, opt for ordinary termination. In such cases, the notice period specified in § 18(1) shall apply.
- (4) In the event of termination under paragraph (2)(c), the residence self-governance bodies shall be involved in accordance with the Admissions and Extension Guidelines for the student residences of Studentenwerk Schleswig-Holstein. Further details are specified in the aforementioned guidelines.
- (5) In the event of termination by the landlord, the tenancy shall end on the date the termination notice is issued. The rental premises must be returned on the date specified by the landlord.
- (6) If the landlord is entitled to extraordinary termination, the tenant remains obligated to pay usage compensation equal to the full rent set by the landlord, even after the termination date and until the rental unit is returned.
This obligation continues until the unit is re-rented or until the contractually agreed termination date as defined in the rental agreement.
- (7) If the landlord terminates the tenancy under § 18(1) or (2), the tenancy ends prematurely.
- (8) Termination must be made in writing. All statutory provisions remain otherwise applicable.



§ 20 STRUCTURAL ALTERATIONS BY TENANT

- (1) The tenant must tolerate measures taken by the landlord that are necessary or appropriate for the preservation of the building or rental premises, or for the prevention of hazards. The tenant must ensure that the relevant rooms are accessible and may not obstruct the execution of such work. Violation of this obligation may result in claims for damages.
- (2) The tenant may not carry out any structural or other modifications to the rental premises or their installations and equipment that go beyond the contractually agreed use, without the landlord's written consent.

If the tenant has made structural changes, they are generally required to reverse them and restore the original condition of the rental unit at the end of the tenancy.

This obligation does not apply if the landlord has confirmed in writing that restoration of the original condition is either not necessary or not desired.

Such a request must be submitted to the landlord in a timely manner before the end of the tenancy.

§ 21 RETURN OF PROPERTY, COMPENSATION FOR DAMAGES

- (1) At the end of the tenancy, the tenant must return the rental unit completely cleared out and cleaned, including all keys.
- (2) The tenant is liable for any damages incurred by the landlord due to a failure to vacate the premises on time and/or properly.
- (3) The tenant is obligated to return the rental rooms at the end of the tenancy together with the full inventory provided.
- (4) The tenant must hand over the keys to the janitor no later than on the final day of the agreed rental period.

Sending the keys by mail on the due date is not sufficient—the keys must be actually received by the janitor on the due date.

If the tenant fails to provide the keys on time, the landlord is entitled to open the rental premises at the tenant's expense and to install new locks and keys, also at the tenant's expense.

The tenant bears the burden of proof that the keys were made available to the landlord on time.

§ 22 MOVE-OUT BY TENANT

- (1) The exact move-out date must be coordinated with the janitor no later than 14 days before the planned move-out day. A handover appointment must be scheduled during which the janitor of the Studentenwerk Schleswig-Holstein will record the condition of the room and its furnishings in a written protocol (move-out protocol). Handover appointments must be arranged on weekdays (Mon–Fri) no later than 1:00 p.m.
If no appointment is arranged with the janitor, Studentenwerk is entitled to record any present defects in the protocol and charge the tenant for them.
- (2) In the interest of settling mutual claims between the tenant and the landlord, the tenant is obliged to inform the landlord of their forwarding address or that of their authorized representative prior to moving out.
- (3) If the tenant vacates the premises after the end of the rental period without arranging a handover appointment, and leaves behind personal belongings in a way that clearly indicates intent to relinquish possession, the landlord is entitled to remove the items at the tenant's expense. The landlord may also, at the tenant's expense, open the rental unit, clean it, and install new locks if the tenant fails to meet the obligation to vacate and it is clear from the circumstances that possession has been abandoned.
- (4) The landlord may store left-behind items. In the case of such storage, the landlord is only liable for damage to the items in cases of gross negligence or intent—either on their own part or that of their representatives or agents.
The standard of care to be applied is equivalent to how the landlord would treat their own property.
- (5) The landlord is entitled to dispose of items left behind by the tenant at move-out if these are not collected despite two written requests with deadlines. A minimum of three weeks must lie between the two notices. The landlord may also dispose of the items if, after the notices, the tenant still fails to retrieve them. The tenant must cover the costs associated with such measures.
If the disposal of the tenant's property results in a surplus after covering the costs, this excess amount will be transferred to the tenant.

§ 23 OFFSETTING

- (1) The tenant may set off a claim under § 536a of the German Civil Code (BGB) or request reimbursement of rent overpaid due to a rent reduction, or assert a right of retention on that basis. With respect to other claims, the tenant may only set off or assert a right of retention if such claims are undisputed or legally established.
If the tenant's set-off or right of retention is permitted, they must notify the landlord of the intention to set off at least one month before the landlord's claim becomes due.

§ 24 HOUSE RULES

- (1) The landlord and tenant mutually agree to uphold peace within the residence and to show mutual consideration. It is expressly noted that serious violations of this obligation entitle either party to terminate the contract without notice.
- (2) To maintain order within the building and to regulate the use of shared facilities, the house rules apply. The tenant undertakes to familiarize themselves with the house rules and to comply with them.
- (3) The landlord may unilaterally amend the house rules if urgent reasons related to order or management necessitate such a change.

§ 25 HEATING

- (1) The landlord undertakes, if a central heating system is installed in the dormitory, to operate it from October 1st to April 30th (heating period).
- (2) The landlord also undertakes to operate the heating in such a way that the temperature in the living spaces is generally at least 20°C between 6:00 a.m. and 11:00 p.m. Even outside the heating period, the heating shall be switched on if weather conditions require it.
- (3) The tenant is obligated, even in their absence during the heating period, not to completely switch off the heating, but to set it to frost protection mode during this time.
- (4) The tenant must ensure that the rental space is adequately heated and ventilated. In addition, tenants are expected to use heating energy sparingly. This is particularly important if an all-inclusive rent has been agreed upon, as rising heating costs may lead to increases in the all-inclusive rent/rent/operating costs for all tenants in the following year (depending on the applicable model). Therefore, tenants are kindly asked to consume heating energy economically.

§ 26 PETS

- (1) The keeping of animals is generally prohibited. This does not include small pets such as birds, dwarf hamsters, ornamental fish, etc., provided they do not disturb fellow residents and are kept in appropriate enclosures.

§ 27 BICYCLES

- (1) The tenant is prohibited from bringing bicycles into the rented premises or the corridors leading to the rented premises. The tenant is required to park their bicycle in the designated storage areas or in front of the residence hall.

§ 28 REFERENCE TO HOUSE RULES

- (1) The house rules are an integral part of the rental agreement. A copy is provided to the tenant together with the rental agreement and the rental terms and conditions.

§ 29 DECLARATIONS

- (1) Declarations made by the tenant concerning the tenancy must be in written form in order to be valid, unless these General Rental Terms and Conditions specify text form. Such declarations must be submitted exclusively to the administration of Studentenwerk Schleswig-Holstein.

§ 30 SEVERABILITY

- (1) Should individual provisions of the tenancy agreement or of the General Rental Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. A substitute provision aimed at achieving the same economic and legal result within the legally permissible limits shall be deemed agreed upon.

§ 31 MISCELLANEOUS

- (1) The domiciliary rights in the residential facilities managed by Studentenwerk Schleswig-Holstein are exercised by the Managing Director, who may delegate these rights to others.

§ 32 CONSUMER DISPUTE RESOLUTION ACT

- (1) The landlord is neither willing nor obligated to participate in a dispute resolution procedure before a consumer arbitration board in accordance with the Consumer Dispute Resolution Act (VSBG). However, the Consumer Dispute Resolution Act requires that tenants are informed of a competent consumer arbitration board:

General Consumer Arbitration Board of the Zentrum für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl, Germany

Website: www.verbraucher-schlichter.de

§ 33 ENTRY TO FORCE

- (1) These General Rental Terms and Conditions replace all previous versions and also apply to all existing rental agreements. It is not necessary to provide each tenant with a personal copy of the new General Rental Terms and Conditions, as Studentenwerk Schleswig-Holstein ensures that they are available for inspection.

Susann Schrader,
Geschäftsführerin Studentenwerk Schleswig-Holstein