

Occupancy guidelines for International House

Date: 22.07.2020

Occupancy guidelines for International House

1. Residence entitlement

(1) Guest scholars of the University of Kassel from abroad are entitled to live with their families and partners in the guest house during their stay at the University.

(2) If the guest house is not fully occupied by those entitled to reside there according to in paragraph 1, other guests of the University, members of the University and third parties can reside there.

2. Application/Registration

(1) Application for accommodation in the guest house is to be made via email to k.fromm@studierendenwerk.uni-kassel.de, by fax to 0049-561-804 75 52 or by post to the Studierendenwerk Kassel, Studentisches Wohnen, Postfach 10 36 60, 34036 Kassel. Registration by email without a signature is also valid.

(2) The applications received are processed in sequence in accordance with the time of their receipt. A waiting list is created in this sequence. Basically, the accommodation in the guest house is awarded on the basis of this waiting list, taking the provisions of 1.(1) into account.

3. Hardship cases

Notwithstanding the waiting list mentioned in Note 2, accommodation can be awarded as a matter of priority in cases of hardship. A hardship case, for example, is one where special circumstances, due to the academic activity involved, make residence necessary in that place. In addition, those with special family situations, for example single-parents or parents with children and guests with a chronic illness or handicap are given priority. In each hardship case inquiries are made on an individual basis.

4. Length of stay

(1) Basically, a lessee can stay in the guest house for the duration of the academic activity at the University of Kassel. The maximum length of stay, however, is four semesters.

(2) An extension is possible upon application. The extension of stay can be granted for the reasons given in note 3.

5. Data protection

The data of the application are automatically recorded for the purpose of processing and handed on to the International Office of the University.

General tenancy conditions for International House

Date: 22.07.2020

§1 Residence entitlement - living space

(1) Residence entitlement is regulated in the Occupancy Guidelines for International House / Guesthouse University of Kassel. All lessees receive a valid copy of these Guidelines on registration.

(2) The living space is rented for temporary use and for the specific purpose of activity as a guest scholar at University of Kassel in accordance with § 1 of the Tenancy Agreement in International House / Guesthouse University of Kassel

§2 Rent / Rent payment / Late payment / Payment deferment

(1) The final rent sum specified in the Tenancy Agreement § 2 contains the basic rent and a flat sum for all extra costs. The basic rent is set by the Studierendenwerk in agreement with the University.

(2) The rent is to be transferred, monthly in advance by the third working day of each month at no charge to the lessor, to the account of the Studierendenwerk Kassel Kasseler Sparkasse, Wolfsschlucht 9, 34117 Kassel, IBAN Code: DE96 5205 0353 0000 1265 44, SWIFT Code: HELADEF1KAS.

(3) Should the lessee issue a revocable direct debit authorization in the form of a revocable Basis-SEPA direct debit mandate for all demands, he is responsible for guaranteeing that the amounts to be paid are covered. The rent and all demands arising from the tenancy are debited from the account of the lessee on the 5th of each month within the framework of the Basis-SEPA direct debit procedure. If the 5th day is not a banking day, the debit is made on the next banking day. All demands that go beyond the payment of rent will be made known two days before the debit date. If the debit cannot be made, the lessee is to bear any costs arising from this. The lessor is entitled to impose a flat-rate administrative fee of € 3.00 for additional administrative costs as well as for each reminder. Bank retransfer fees are paid by the lessee. A second debit attempt on the part of the lessor for the same demand will not be made. The lessee then has to transfer the arrears.

§3 Deposit / Handing over rented premises

(1) Before the rented rooms are handed over, the lessee has to pay a deposit amounting to € 300.00 as well as the first month's rent to the rent account specified in §2, paragraph 2.

(2) The deposit or amounts of the deposit that have not been deducted will be returned to the lessee after he has moved out and handed back the rented property. The deposit does not bear interest.

§4 Notice of defects

(1) Defects in the rented accommodation or the inventory present when the accommodation was handed over or arising during the tenancy, have to be reported by the lessee to the lessor immediately in writing.

(2) The lessee is obliged to check the rented accommodation immediately upon taking it over and notify the lessor of complaints within two weeks. If the lessee fails to do this, the rented accommodation is considered to have been taken over in proper condition. Also during the course of the tenancy defects that may arise have to be reported in writing within a period of two weeks. The lessee cannot later claim that there were already defects at the time of moving in.

§5 Liability

(1) The lessor is liable for damage to the property and person of the lessee and his visitors only, if the lessor is responsible for this damage. Personal property, especially valuables, are to be locked away. The Studierendenwerk is not liable for the loss of or damage to the property of the lessee.

(2) The lessor is not liable for damage that may be sustained by the lessee arising from objects belonging to

the lessee that cause damp, irrespective of the type, origin, duration or extent of the effects of the damp, unless the lessor has caused the damage deliberately or as a result of gross negligence.

§6 Cession of the rented accommodation to third parties

- (1) Any cession - however partial - of the rented accommodation to third parties is prohibited.
- (2) It is not tolerance on the part of the lessor, if he does not warn against use that represents a contractual violation.

§7 Upkeep, cleaning, damages

- (1) The lessee is obliged:
 - to inform the lessor without delay of any damage or fault. If the lessee does not report damage at all or at the appropriate time, he is liable for any losses that may arise from it;
 - to use water and energy economically.

The publicly accessible rooms in International House / guest house in which the lessee resides, such as the common washrooms, recreation and reading room etc. are to be treated with care and always left clean.

- (2) The lessor must be compensated for inventory items that are lost or damaged by the lessee to the full amount of replacing or repairing them.
- (3) The lessee, if informed in good time of the cleaning of the rooms and repair works that are necessary for the maintenance of the house or rooms or the prevention of danger or the removal of damage, has to tolerate access to these rooms after notification on any work day between the hours of 9 am and 4 pm. The execution of the works may not be hindered by the lessee. The lessor is to be granted access at any time in cases of imminent danger.
- (4) The lessor may, in cases of acute danger, enter the rented rooms even without the agreement of the lessee and, if necessary, remove any damage caused.
- (5) The lessee is responsible for ensuring that the smoke alarm installed is operational. Dysfunctions, failures and detectable damage are to be reported immediately to the Studierendenwerk. The lessee has to allow access to the rooms affected for the purpose of repairing the smoke alarm. The execution of the works may not be obstructed. The dismantling of the smoke alarm is prohibited.
- (6) The lessee is obliged to let the water out of all taps every four weeks for at least five minutes in order to prevent the possibility of Legionnaire's Disease.

§8 Keys / Key Cards

- (1) The lessee, on moving in, receives the necessary keys or electronic key cards from the agent of the lessor.
- (2) The lessee is not entitled to replace the lock fitted by the lessor with his own lock.
- (3) The lessee undertakes to inform the lessor immediately, if he loses a key or electronic key card entrusted to him by the lessor. Replacement keys or cards are provided only by the lessor but paid for by the lessee.
- (4) The lessor is furthermore entitled, in the event of a lost key or electronic card, to have the lock involved changed or replaced. If there is a danger of misuse of the lost key, the lessor is also entitled to replace the lock system if there is one in place.
- (5) On vacating the accommodation all keys or electronic cards entrusted to the lessee are to be returned to the agent of the lessor.

§9 Termination of tenancy

- (1) The tenancy terminates after the contractually agreed period has come to an end.
- (2) The lessee has the right, subject to a term of six weeks' notice to the end of the month, to terminate the agreement in writing, unless this is excluded in the tenancy.

(3) It is possible to terminate the rental agreement in writing with a notice period of six weeks before the commencement of the agreement. The administrative charges for this will be €50. If the notice period is less than six weeks, the termination period specified in paragraph 2 applies.

(4) The lessor is entitled, subject to the term specified in paragraph 2, to terminate the agreement. Furthermore, the lessor is entitled to terminate the agreement without notice, if there are legal reasons that justify this termination.

(5) In the case of a termination the tenancy expires at 12.00 pm of the final weekday occurring before the last day of the month on which the termination was agreed.

§10 Domestic pets

International House / guest house of the University of Kassel is similar to a hotel. For these reasons, domestic pets are not allowed as a matter of principle.