General Tenancy Conditions and House Rules

Supplement to and constituent of the Tenancy Agreement (as of 2024)

This document is a convenience translation of the original German version. In the event of doubt, the German version shall prevail.

Tenant No.:

Article 1 – Hand-over of rented property
1. The rented property is handed over to the Tenant upon conclusion of a Tenancy Agreement (on the start date of the contract), generally between Monday and Friday. Should the start date of the contract fall on a bank holiday, New Year’s Eve, a Saturday or Sunday, the property is not handed over until the next working day. This does not entitle the Tenant to a reduction of their rent. The property is handed over by the local management of the student residence in question or their representative. The Tenant will be informed about the exact time at which they can move into the property along with the contract document.

2. The condition of the property at the moment of hand-over is documented in a checklist (Einzugsprotokoll). The Tenant may only make deficiency claims regarding the property if the deficiencies in question were duly noted during hand-over and documented in the checklist. By signing, the Tenant acknowledges that the property is in proper condition. Should the Tenant discover any hidden damage or deficiency after moving in, they must inform the Landlord of this in writing within 14 days of moving in. If a Tenant fails to notify the Landlord of a damage or deficiency within this period, they cannot later claim that the deficiencies had already existed when the property was handed over.

3. It is the Tenant’s obligation to register their address with the competent authority within the statutory period; the certificate of registration (Meldebescheinigung) must be presented to the Landlord upon request.

Article 2 – Keys
1. The keys to the property are handed over to the Tenant when they move in and remain with the Tenant for the duration of the Tenancy Agreement.

2. The Tenant is not allowed to replace the lock cylinder or locking system installed by the Landlord with other (own) devices, to have duplicates of keys made or to pass on keys to a third party.

3. The Tenant shall report the loss of a key in their possession to the Landlord immediately. Only the Landlord may replace keys and cylinders and, as the case may be, the locking system; insofar as the Tenant is culpable for the loss of or damage to the key, the costs shall be charged to the Tenant. If the Tenant is not at fault, the burden of proof for this lies with the Tenant.

4. In the event of loss of a key, the Landlord has the right to exchange the relevant lock cylinder. If there is a risk that a lost key may be misused, the Landlord is entitled to exchange the complete safety locking system, if installed.

5. The Tenant must return all keys handed over to them when moving out.

Article 3 – Use of rented property and communal areas
1. The Tenant agrees to share the space in the property with the other Tenants in the spirit of a residential community based on mutual trust and consideration.

2. The Tenant agrees to handle the property, any items of furniture included in the rent, and any communal areas stipulated in the rental agreement or jointly used, with care.

3. The Tenant is responsible for proper ventilation and heating of the rented property and communal areas, and is obliged to treat all common rooms, circulation areas and outdoor areas belonging to the residence they are living in with care and always leave them behind clean.

4. Proper ventilation requires the windows to be fully opened for a limited period of time (intermittent ventilation or Stosslüften); this must be done two to three times a day for insulation windows to ensure a full exchange of the air in the ventilated room. Leaving windows half-open in the tilted position is ineffective and wastes heating energy.

5. No aggressive detergents may be used for cleaning the showers, toilets, washbasins or floors. The Tenant shall be liable for any damage caused by the use of unsuitable products or improper use of products, insofar that they are at fault.

6. The members of a residential group (living in a shared apartment, in the same enclosed hallway, etc.) are jointly responsible for keeping the communal areas within their residential group clean. This applies, in particular, to kitchens, bathrooms, and toilets. The Tenants shall agree on a cleaning schedule and hang a copy of it in the communal kitchen. The Landlord has the right to inspect the property for proper cleaning at any time. Should the property not have been cleaned or not adequately cleaned, the Landlord may issue a written warning (Abmahnung) and perform the cleaning themselves or arrange for it through a specialized company at the expense of the Tenant. If it is apparent from the cleaning schedule whose duty it was to clean at this moment, this person shall primarily be held responsible. In shared apartments or enclosed hallways, all Tenants bear joint and personal responsibility for the fulfilment of cleaning obligations. They may also be held jointly and severally liable for the reimbursement of costs incurred.

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7. The Landlord may re-define the use of communal facilities (e.g., laundry rooms) if this is required by statutory provisions, directives issued by authorities, or any other reason.

8. Barbecues are only allowed in the designated spaces and using appropriate equipment. These areas specifically do not include balconies, terraces and hallways. When having a barbecue, the Tenant must be considerate towards others.

9. Smoking is strictly prohibited in the public areas of the student residences in accordance with Article 2 No. 1c of the Non-Smoking Act of North Rhine-Westphalia (Nichtrauchergesetz NRW). The smoking ban does not apply to areas intended exclusively for private use.

Article 4 – Occupation of the rented property by a third party

Any sub-letting of all or part of the rented property or transfer of use of the property to third parties without the Landlord's prior consent is prohibited. The same applies for accommodating parties in the Tenant’s rooms. Short-term private visits are permitted insofar this does not compromise the interests of the other residents. The Tenant must notify the Landlord in advance of visitors. For every day of such a visit, the Landlord has the right to charge an additional usage fee to compensate for the higher cost of consumption.

Should the Tenant grant use of the property to a third party, they shall be liable for any damage culpably incurred by said third party, irrespective of the Landlord's permission to allow this. Should a Tenant violate these provisions, the Landlord may terminate the Tenancy Agreement for cause without notice after having issued a written warning (Abmahnung). The Tenant may, with the Landlord's written consent, conclude a subtenancy agreement with a party entitled to student accommodation for the duration of a term break or other periods of temporary absence (e.g., stay abroad for study or practical experience purposes). In this event, the written subtenancy agreement is concluded with the Landlord. The Landlord will charge a fee for this.

Article 5 – Rent

1. The contractually agreed rent is a lump-sum rent. This means that the monthly rent includes the total net rent and all ancillary costs according to the Ancillary Cost Ordinance (Betriebskostenverordnung) dated November 24, 2003. Accordingly, there is no separate settlement of ancillary costs.

2. The Tenant shall issue a direct debit authorization to the Landlord in the form of a revocable SEPA direct debit mandate in the amount of the rent due. The Tenant is responsible for ensuring that the bank balance is sufficient to cover the amounts to be debited.

3. Rent is due on the first day of a month and is debited to the Tenant’s bank account via direct debit. Should direct debiting fail, the Tenant shall bear the costs incurred by this. The Landlord is entitled to charge a lump-sum fee of 5 euros for every payment reminder that has to be issued. Bank charges for a failed direct debit attempt shall be borne by the Tenant. The Landlord shall not make a second direct debit attempt for the amount. If the Tenant is in arrears, they must transfer the outstanding amount to the Landlord’s account with Bank für Sozialwirtschaft, stating their tenant number.

Article 6 – Deposit

1. The Tenant must pay a deposit. The amount of the deposit is stipulated in the Tenancy Agreement.

2. No interest shall be paid to the Tenant on the deposit (Article 551 Section 3 lit. 5 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)). Any interest due on deposits shall benefit the residence.

3. The Tenant does not have the right to offset rent payments or other amounts due to the Landlord during the term of the Tenancy Agreement with the deposit.

4. The Tenant may claim repayment of the deposit when it has been established that the Landlord has no counterclaims and the rented property has been duly handed back to the Landlord in proper condition. The deposit, or the amount of the deposit not offset against other claims, shall be transferred to the bank account stipulated by the Tenant. Costs incurred for transfers to foreign banks shall be borne by the Tenant.

5. Should the Landlord expect future claims against the Tenant, the Landlord may withhold the deposit or a part thereof until any and all claims have been finally settled.

6. During the term of the Tenancy Agreement, the Landlord has the right to offset any undisputed claims against the Tenant with the deposit. In such an event, the Tenant is obliged to repay the missing amount so that the originally agreed amount is reached again.

Article 7 – Presentation of the Certificate of Enrolment

1. At the beginning of each semester, no later than 15th May in the summer semester or 15th October in the winter semester, the Tenant must present a valid Certificate of Enrolment (Immatriculationsbescheinigung) to the Landlord for the current semester. Should the Tenant neglect to fulfil this obligation even after being issued a written reminder including a deadline, the Landlord may terminate the Tenancy Agreement for cause without notice in accordance with Article 543 Para. 1 BGB, as the right to tenancy is based on enrolment in a course of studies. This does not affect the Landlord's right to an ordinary termination of the Tenancy Agreement.

2. Should the Tenant fail to provide an enrolment certificate even after receiving a written reminder including a deadline, the Landlord has the right to claim a fee in the amount of € 25.00 to compensate for the additional administrative effort.

3. The exmatriculation of the Tenant does not entitle them to a termination of the Tenancy Agreement without notice. In this event, the Tenant may terminate the Tenancy Agreement as described in Article 17.

Article 8 – Deficiency of the rented property

1. The Tenant must notify the Landlord of any hazards on the premises, damage to or deficiencies of the property either in the hand-over checklist (Einzugsprotokoll), if said hazards or deficiencies are already present when the property is handed over to the Tenant, or immediately in writing if they occur at a later point in time. There are forms available for this in every residence which should be used.

2. Should a defect be present at the start date of the Tenancy Agreement, but the Tenant culpably fail to notify the Landlord within the deadline mentioned in Article 1 No. 2 of this document, the Tenant loses their deficiency claim. This does not apply if the Landlord has deliberately concealed the defect.

3. In particular, the Tenant is liable for late notification of a deficiency if said deficiency would have been obvious to anyone.

4. The Tenant shall be liable to the Landlord for any culpably delayed or omitted notification of defects in accordance with Article 536 c paragraph 2 BGB. The same applies for a culpably incorrect notification.

5. If the serviceability of the property is reduced, this shall be disregarded for a period of three months if it is a consequence of modernization measures taken to optimize the building’s energy efficiency in accordance with Article 555 b lit. 1 BGB.
Article 9 – Decorative repairs
1. The Tenant shall carry out decorative repairs at their own expense to the extent these are necessary according to the degree of wear and tear. The term decorative repairs refers to repapering and painting walls and ceilings.
2. Should the property be in a condition that is generally deemed unfit for use due to undue wear and tear, the Landlord has the right to remedy the damage found (including the smell of smoke) at the Tenant’s expense.

Article 10 – Tenant’s liability and special obligations
1. The Tenant shall treat the rented property including any rented furniture, fixtures and fittings and the (common) areas for shared use included in the Tenancy Agreement with due care and ensure adequate and regular cleaning.
2. The Tenant is liable for any damage to the property including furniture, fixtures and fittings if such damage was culpably caused by the Tenant, be it by neglecting their duty of care or in any other way.
3. The Tenant is equally liable for any damage caused by a member of their household or family, their visitors or agents, provided they have entered the property upon the Tenant’s initiative or with the Tenant’s permission.
4. The Tenant shall compensate the Landlord for the loss of or damage to any pieces of furniture or fixtures and fittings in the rented property caused by the Tenant.
5. In the event that a self-contained housing unit is let to several Tenants (shared flat), all Tenants are jointly and severally liable for any damage to the property.
6. The Tenant must keep the property free from vermin. Should the Tenant culpably neglect this obligation, they must compensate the Landlord for any damage incurred. In the event that an infestation with vermin is detected, the Landlord must be notified immediately.
7. The Tenant is obliged to ensure adequate heating of the property in the heating season (at least frost protection setting) even during their absence. Should the Tenant culpably neglect this obligation, they must compensate the Landlord for any damage incurred.
8. Should the Tenant be absent for a period of more than two weeks, they must commission a person to run the water from every tap or fitting in the rented property for 5 minutes to prevent legionella from forming.
9. The Tenant will be held liable for any damage incurred to the Landlord in the event that the Tenant does not return the rented property in due time for the next Tenant to move in.

Article 11 – Liability of the Landlord
1. A strict liability (no-fault liability) of the Landlord for deficiencies existing at the time of conclusion of the contract is excluded; Article 536 a Para 1 lit. 1 shall not apply.
2. The Landlord shall only be liable for personal harm and damage to property of the Tenant or their visitors if culpably caused by the Landlord or its agents. The scope of liability is limited to gross negligence or intent. This limitation of liability does not apply to damage to health or loss of life. Any breach of cardinal duties (letting and maintaining the property) is also excluded from this liability limitation.

Article 12 – Structural alterations by the Tenant or Landlord, maintenance and improvements
1. The Tenant must tolerate measures taken by the Landlord to maintain or repair the building or the rented property, or that are required or suitable to prevent hazards. Reference is made to Article 555 a BGB. The Tenant must ensure access to the rooms and must not hinder the execution of works. Any breach of these obligations incur claims for damages.
2. The Tenant must also tolerate any measures taken to modernize the rented property. In particular, Articles 555 b et seq. BGB apply.
3. The Tenant may not make any structural or other changes to the rented spaces or to the fixtures and fittings therein exceeding the contractually agreed use of the property without the Landlord’s written consent. As there are designated rooms for washing machines and drying laundry as well as fully-equipped (shared) kitchens in the property, the Tenant is not allowed to install additional appliances in the rented room(s). The Tenant is also prohibited from drying laundry in the rented room(s).
4. If a Tenant has made any structural changes to the rented property, they are under obligation to reverse these and return the property to its original state before handing it back. The Tenant may only be released from this obligation if the Landlord has confirmed in writing that a restoration of the original condition upon moving out is not required or not desired by the Landlord. The Tenant must request the Landlord’s written confirmation in due time before the Tenancy Agreement ends.

Article 13 – Access to the rented property
1. The Tenant is obliged to allow the Landlord or its agents to enter the rented property (rooms let to the Tenant or a group of tenants / shared flat / specific corridor) only in the following cases:
   a. Upon prior notice, during normal working hours, and at appropriate intervals, for the purpose of checking the condition of the rented property, e.g., in the event of complaints, for preliminary inspection, or to take necessary or ordered water samples.
   b. Upon prior notice for the purpose of performing work (repairs or structural modifications to the rented property, remediation of deficiencies, maintenance work, e.g., on smoke detectors).
   c. At any time to prevent any danger to life and health of persons, or to investigate and remedy substantial damage to property, or when relations between Tenants are disrupted.
2. The Landlord may generally only access the rooms rented to a Tenant with the Tenant’s permission. Tenants shall be informed of the timing as early as reasonably possible.
3. The only case in which the Landlord may access the rented rooms in the absence and without the consent of the Tenant is to prevent an imminent risk in accordance with Article 229 BGB (self-help).
4. The Landlord may also enter the rented property in the Tenant’s absence if the Tenant has notified the Landlord of a defect in writing and given their permission to the Landlord to access the rented property in their absence for the purpose of remedying the defect.
5. Should a Tenant deny access to the rented property or not be present for a scheduled appointment, the Tenant is hereby notified that this entitles the Landlord to a claim for any damages (e.g., missed appointment with craftsmen leading to additional travel costs) unless they can provide substantial reasons for the absence.
6. The Landlord may enter common rooms, corridors and other rooms that are generally accessible to visitors or third parties without special notice. The same applies to rooms that are not rented to a Tenant, but available to the tenants for use.

Article 14 – Internet
1. The Landlord accepts no liability for the fault-free and uninterrupted availability of IT systems. Moreover, the Landlord
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accepts no liability for any potential loss of data as a consequence of technical faults unless such faults have been culpably caused by the Landlord. Any liability for defects caused by the acts or omissions of third parties is excluded. The Landlord can also not be held liable for any defects of the access software, contents or programs that are distributed online and to which it merely provides access for use.

2. If a Tenant makes use of the Internet access point provided in their room, the German Telecommunications Act (Telekommunikationsgesetz, TKG) obliges them:
   • to comply with the applicable legal regulations, in particular those concerning the protection of young people;
   • not to use the internet for the dissemination or retrieval of illegal or immoral information;
   • not to violate any third party’s legal rights;
   • to use the internet solely for private purposes. In particular, it is prohibited to charge a usage fee to third parties and/or to make any kind of commercial use of the signal;
   • to protect the data transmitted via the connection against third-party access by taking appropriate measures (e.g., passwords/encryption);
   • not to disclose access credentials and passwords to anyone and protect them from third-party access. Should there be any reason to suspect that an unauthorized third party may have gained knowledge of them, they must be changed or a change requested immediately.
   • not to use the internet access for any unauthorized activities (e.g., distribution of pirated material, file-sharing).

Should the Tenant violate any of the provisions of this Section 14 No. 2, the Landlord (Kölner Studierendenwerk) or web service provider have the right to deactivate the connection, confiscate the cable modem or dismantle the junction box.

Article 15 – Termination for cause by the Landlord
The Landlord may terminate the Tenancy Agreement for cause if:

1. the Tenant has failed to pay the rent or a substantial portion of the rent on two consecutive payment dates or has failed to pay a due amount equivalent to two monthly rents for a period that extends beyond two due dates,
2. the Tenant makes use of the rented property in breach of the contract, including, but not limited to, if the Tenant has made the rented property fully or partially available to third parties without the Landlord’s permission,
3. the Tenant repeatedly breaches other contractual obligations,
4. the Tenant violates house rules and continues such behavior,
5. the Tenant is no longer entitled to accommodation in a student residence or has failed to present the certificate of enrolment after a set deadline,
6. the Tenant jeopardizes the rented property or items let to them along with the property through improper use, through neglecting their care obligation, or through damaging the property or items.
7. The statutory grounds for termination for cause pursuant to German civil law (BGB) remain unaffected.

Article 16 – Termination for cause or withdrawal from the contract by the Tenant
The statutory provisions of German civil law (BGB) apply for termination for cause by the Tenant.

Policy on withdrawal from contracts according to the German distance selling act, Articles 312 b et seq. BGB: The Tenancy Agreement can be cancelled within 14 days of the hand-over of the rented property without any statement of grounds. To this end, Kölner Studierendenwerk – Studentisches Wohnen, Universitätsstr. 16, 50937 Köln, must be notified of the decision to withdraw from the Tenancy Agreement by means of an unambiguous declaration (e.g. in a letter sent by post or in an email). A withdrawal form template can be used for this purpose, however, this is not mandatory. The Landlord reserves the right to charge a fee to compensate for the usage by the Tenant after considering the circumstances of the specific case.

Article 17 – End of rental period
1. The Tenancy Agreement ends automatically without the need to give notice when the end date specified in the Tenancy Agreement is reached.
2. Extending the tenancy through continued use of the rented property after the end date does not result in the Tenancy Agreement being deemed indefinitely extended. In this regard, Article 545 BGB does not apply.
3. The Tenant may make the rental property available for re-lease before the end of their Tenancy Agreement by giving written notice to the Landlord (by the 15th of the month in which notice is given). The decision on re-lease and selection of a new tenant are at the Landlord’s sole discretion. The Tenant remains liable for the payment of rent until the property is re-let. The maximum liability period for the Tenant results from the provisions of Article 572 c Para. 1 BGB (statutory notice period). The decisive date for the notice period is the date of receipt of the written notice by KSTW. In general, the rental property can only be made available on the first day of each month.

Article 18 – Obligations of the contracting parties when the Tenancy Agreement ends/the property is returned
1. At the end of the Tenancy Agreement (when the contract term ends or notice is given), the Tenant must hand back the property freshly cleaned and completely cleared of their belongings, and must return all keys.
2. The Tenant must schedule a date for hand-over with a representative (Verwaltungshelfer) of the management of the residence (Wohnheimverwaltung) in due time, at the latest on the last working day before the Tenancy Agreement ends, except bank holidays, New Year’s Eve, Saturdays or Sundays. The condition of the rented property is to be documented in writing on a checklist (Auszugsprotokoll).
3. The Tenant shall be liable for any damage incurred to the Landlord through late or improper return of the rented property, insofar as they are at fault, in particular for any cost incurred by the necessity to accommodate the next tenant elsewhere.
4. The Tenant is obliged to return all furniture, fixtures and fittings belonging to the rented property when handing it back.
5. The Tenant undertakes to disclose their new address to the Landlord prior to moving out for the purpose of settling any mutual claims between Tenant and Landlord; alternatively, the Tenant may provide the address of their legal representative or authorized agent.

Article 19 – Pets
1. With the exception of small animals (e.g., caged birds, aquarium fish, hamsters, turtles etc.), pets may only be kept with the Landlord’s approval. The Landlord may withhold or revoke its approval if the pets cause a nuisance to other residents or neighbors or there is a risk that they may be harmful to tenants, the rented property or the grounds. The Tenant is liable for any damage incurred by their pets in accordance with Article 833 BGB.

Article 20 – Fees
1. The Landlord undertakes to manage its residential property according to the principle of cost-covering (rent amount is
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calculated to cover actual costs). This means that administrative expenses must be kept to a minimum. Accordingly, the cost of additional administrative efforts should not be treated as overhead cost, which are borne by the community of residents, but should be borne by those who cause them. The parties therefore agree the following general processing and administration fees:

- Moving fee € 100.00
- Fee for conclusion of a subletting agreement € 15.00
- Fee for additional administrative effort (e.g., reminder to submit enrolment certificate) € 25.00
- Storage fee per day € 2.00
- Reminder fee for late payment € 5.00
- Additional usage fee (per day per person) € 2.50
- Fee to compensate for additional administrative effort for delayed return of keys € 100

**Article 21 – Additional agreements**

1. The managing director (Geschäftsführer) has the domiciliary rights in the residences managed by the Studierendenwerk, and has delegated the exercise of this right to the department of student accommodation (Leitung Studentisches Wohnen). The department may delegate the exercise of this right to the caretakers, administrators and administrative assistants of the respective residence.

2. Should individual provisions of the Tenancy Agreement, the general tenancy conditions or the house rules be deemed invalid, all remaining provisions shall remain in force. Within statutory limits, it is deemed that a valid substitute provision aimed at the same economic and legal purposes has been agreed.

3. Other agreements shall only be valid if they have been made in writing and signed by the Landlord and Tenant.

4. The Tenant agrees to the storage and processing of their personal data required for the execution of the Tenancy Agreement (including settlement of rent and deposit) through KSTW with the help of IT systems. Moreover, the Tenant agrees that mail carriers, upon request, may be provided with lists of Tenants including their names and room numbers (referred to as ‘bell list’ or ‘Klingelliste’) to facilitate the delivery of mail. KSTW provides a large proportion of the communication relating to the Tenancy Agreement (including on contractual matters) by email. Such communication has the same binding effect as letters sent by post. The Tenant agrees to this and shall provide a valid email address and mobile phone number with their application; the Tenant undertakes to inform the Landlord in writing of any subsequent changes to these contact details until the Tenancy Agreement ends. The Tenant may withdraw their consent to this with an effect for the future at any time.

**Article 22 – House rules**

1. Sharing one’s living space requires mutually considerate behavior. Accordingly, noisy or disorderly conduct must be avoided. Rent is calculated on a cost-covering basis and charged as a lump sum. To keep the rent stable, every Tenant should thus consume heating, water and power responsibly and economically and treat the rental property entrusted to them with due care.

2. All Tenants must observe the quiet times between 1 p.m. and 3 p.m. and from 10 p.m. to 7 a.m. every day. Loudspeakers or musical instruments may only be used or played at low volume (not audible outside the room) and with the windows shut.

3. All waste and rubbish must be disposed of in the bins provided.

4. Throwing, dropping or pouring anything out of the windows or from balconies is prohibited.

5. No objects such as laundry racks, shoes or shoe racks, furniture, bikes, waste etc. may be placed or stored in the corridors of the stairwell, hallways, courtyards, or any other communal areas in the building. The entrance areas and any other rooms or spaces intended for communal use including stairwells are to be kept clear at all times in accordance with fire protection regulations (escape routes). If this rule is disregarded, the Landlord has the right to remove any intact or usable objects without prior warning and store them in a room that is inaccessible to tenants. The Tenant shall be given an opportunity to retrieve their object against payment of a fee to compensate for the administrative effort.

6. Any bulky or household waste as well as obviously defective items will be immediately disposed of without prior notice. Any cost incurred by this (including administration fees) shall be borne by the party responsible for the waste.

7. The Tenant must bear the cost of any damage incurred by affixing objects. The use of screws, nails, tacks etc. is prohibited on doors, woodwork and in wet rooms.

8. Any reduction and/or addition of electrical lines or connections is prohibited. The Tenant may also not make any changes to the existing fixtures, furnishings and installations.

9. Tenants are advised to lock their rooms when leaving them. When leaving a room for an extended period of time, windows must be closed, electricity disconnected, taps turned off and heating turned down.

10. When using lifts, laundry rooms or laundry drying rooms, the special rules for their use must be observed.

11. Balconies and terraces, if available, must be kept clean and tidy and must not disfigure the appearance of the property. Objects may not extend above the height of the balustrade. Placing and/or storing flammable materials is prohibited.

12. The Tenant must refrain from feeding pigeons in order to prevent soiling of the building or creating a nuisance to other residents.

13. The Tenant is legally obliged to register and de-register with the competent authorities. The same applies for registration with the public broadcasting service (Beitragsservice ARD/ZDF Deutschlandsradio).

14. The Tenant is responsible for replacing light sources at their own expense. When moving out, all light sources must be functional and have the same wattage as when moving in.

15. These House Rules and any other rules set with regard to the operation and use of shared housing facilities are subject to change by the Landlord. Tenants must be notified of any changes.

**Article 23 – Fire protection in the KSTW student residences**

I. Fire prevention

Preventing fires is the most important part of fire protection. Every person on the premises must take the due care when handling fire and open light sources, in particular candles, electrical equipment, gas-fired equipment or any other light, power or heat installation, as even the slightest negligence may cause fires or accidents.

1. If at all possible, others must be prevented from acts that increase the risk of fire.

2. Never dispose of cigarette or cigar butts, shisha coal or ashes in the waste bins. Never smoke in bed! Smoking is prohibited in the communal areas of the property (such as hallways and stairwells)

3. All access roads, pathways, doors, hallways and escape routes must be kept clear at all times.

II. Behavior in the event of fire

2. If at all possible, fight fire effectively before it spreads. Take firefighting measures immediately, without delay.

3. Should you notice a fire that you cannot instantly put out (with the means available), raise the fire alarm immediately.

Call emergency services (Phone: 112) and provide the following information:

- location of fire, type of fire (what is burning, intensity of the fire)
- indication of specific hazards, e.g., whether people are in danger; name of caller

Additionally, inform Kölner Studierendenwerk:

- during office hours, contact +49 221 94265-0
- outside office hours (after 6 p.m., all day on weekends and bank holidays), contact +49 172 2113047

4. All doors and windows must remain shut (do not lock doors!) to prevent air currents. Only open the doors or windows if people are in danger from the smoke.

5. Switch off all electrical devices! However, leave on the lights as electric light facilitates rescue efforts in smoke-filled rooms even during daylight.

6. Use escape routes to get to safety (escape balconies, emergency stairwells, emergency exits etc.). Do not use elevators!

7. Warn people who are in danger or bring them to safety before salvaging material goods.

8. Follow firefighters' instructions and support them as much as you can.

Please pay attention to the notices in the halls of residence: "In case of fire – keep calm!" and "Telephone for emergencies!"

Mandatory information as of February 1, 2017 (pursuant to Articles 36, 37 of the Consumer Dispute Resolution Act (VSBG))

We are neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration board pursuant to the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz; VSBG). However, the aforementioned Act requires us to inform you of a competent consumer arbitration board: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Strassburger Str. 8, 77694 Kehl.

URL: www.verbraucher-schlichter.de

Kölner Studierendenwerk
For KSTW

Cologne, 05. July 2024

(date)

With my signature, I expressly acknowledge and accept the General Tenancy Conditions and House Rules (as of 2024).