

Home statute acc. to Section 15 of the Student Residence Act

Fachhochschul Errichtungs- und Betriebs GmbH

“International Student Residence” (ISR)

**Salurner Straße 26 (House ABC)
Salurner Straße 30 (House D)
Salurner Straße 41 (House E)
6330 Kufstein**

TABLE OF CONTENTS

1	INITIAL STEPS	3
1.1	Moving into the ISR.....	3
1.2	Keys	3
1.3	Registration Act	3
1.4	Administration.....	3
1.5	Mail/Mailboxes.....	3
1.6	Fees	4
1.7	Deposit	4
1.8	Contract period.....	4
2	USEFUL INFORMATION ABOUT LIFE AT THE ISR	5
2.1	Smoking ban	5
2.2	People with physical and/or mental disabilities	5
2.3	Common rooms	5
2.4	Events in the residence area	5
2.5	Noise avoidance/Quiet-time regulations.....	6
2.6	Residence place/Studios	6
2.7	Relocation.....	7
2.8	Visitors	7
2.9	Safety	8
2.10	Cleaning and facility.....	8
2.11	Washing machine/Dryer	8
2.12	Waste disposal.....	9
2.13	Internet access.....	9
2.14	Bicycles/Ski storage	9
2.15	Parking/Underground parking.....	9
2.16	Animals.....	10
2.17	Copy machine	10
2.18	Shops.....	10
2.19	Drinking water	10
3	CANCELLATION.....	10
3.1	Cancellation of the residence place by the user.....	10
3.2	Cancellation of the residence place by the ISR.....	10
4	MOVING OUT OF THE ISR – WHAT NEEDS TO BE DONE?	11
4.1	Returning the residence place	11
4.2	Repayment of the deposit.....	12
4.3	Deregistration according to the Registration Act	12
5	LEGAL MATTERS	12
5.1	Liability of Fachhochschul Errichtungs- und Betriebs GmbH.....	12
5.2	Data protection and data transfer.....	13
5.3	Liability of the renter and legal representative.....	13
5.4	Authorizations of ISR personnel	13
5.5	Fire safety regulations & general fire prevention measures.....	14
5.6	Conduct in case of fire.....	14
6	DEFINITION	15
6.1	Operator	15
6.2	Purpose	15
6.3	Administration and management.....	15
6.4	Principles of residence management.....	15
6.5	Granting of a residence place	15
6.6	Legal provisions	16
6.7	Information from residence management.....	16
6.8	Recognition of the residence statute.....	16

1 INITIAL STEPS

1.1 Moving into the ISR

The student may move into the ISR upon consultation with residence management after the transmission of all required documentation and payment of the deposit.

Upon moving in, please report to the residence management. There they will receive the apartment key and all other information. The exact location for key handover will be announced on time before your arrival.

With the takeover of the studio, the tenant is obligated to sign and return the takeover protocol and inventory list to residence management within 24 hours after moving in.

This is important since these documents are required to record any pre-existing damage and to remedy any defects. The costs for repairing damages are deducted from the deposit when the renter moves out. Later complaints cannot be considered.

1.2 Keys

A security key that locks all access doors to the ISR and the assigned studio (entry and studio door for double studios or 3-person shared accommodation) and an additional key for the personal mailbox will be provided when you move in. Receipt is confirmed at the time of the move-in by means of a handover protocol.

The loss of a key has to be reported immediately to residence management, and the costs for a replacement key will be charged to the resident. The keys may not be passed on or duplicated. The user assumes full liability if disadvantages or damages that occur at the expense of Fachhochschul Errichtungs- und Betriebs GmbH due to the improper handling of keys.

1.3 Registration Act

The user must register at the registration office in Kufstein (Kufstein Municipal Office, Oberer Stadtplatz 17, 6330 Kufstein) within 3 days according to Section 3 (2) of the Registration Act. You will receive the registration form from residence management when you move in. A copy of the confirmation of registration is to be submitted to residence management either by e-mail or directly at the office.

1.4 Administration

The residence management office is staffed from Monday to Friday from 8:00 AM to 2:00 PM. Documents for residence management can either be delivered to the mailbox in front of the administration office or scanned and sent by e-mail.

In case of urgent matters, residence management is also available by phone outside of the office opening hours under the following number: 0664 88 58 68 29.

1.5 Mail/Mailboxes

Each studio has an assigned mailbox labeled with the studio number. Mailboxes can be opened with the mailbox key you receive when moving in.

The mailboxes for Houses A and B are located at the main entrance on the right side, those for House C can be found at the side entrance on the ground floor and for House D at the main entrance towards the street. The mail room can be locked, thus ensuring secure access to the mailboxes.

We ask residents to ensure that the studio number is stated in full at the mailing address, as otherwise the postal service provider will not be able to deliver.

Packages, cash-on-delivery or registered letters will not be accepted. The student residence operator is not liable for lost, damaged or stolen mail.

1.6 Fees

The monthly usage fee for the respective academic year is determined in accordance to Section 13 of the Student Residence Act and published in the price list (which constitutes an integral part of the contract of occupancy). An increase within the academic year may only occur for the coverage of interim increases in tariffs, taxes and fees.

Contracts within the year (contract periods of less than 12 months except for extension contracts) represent a special form. Renters must pay the usage fees in advance for one semester (5 months) due to the shortened contract period. The payment due date for the winter semester is 08/31 and 01/31 for the summer semester of the respective year.

The user must pay foreign currency differences and transaction fees.

1.7 Deposit

The deposit, according to the currently valid price list serves as a liability amount for the usage fee, reimbursement of costs (e.g. compensation for damages), loss of keys and cancellation fees in the event of early termination. The final cleaning costs will be deducted from the deposit upon moving out.

The renter has to transfer the deposit amount to our account at *Volksbank Tirol AG, AT 2042 3900 0000 3263 64, VBOEATWWINN* by 12/15 (contract start 03/01) or 06/30 (contract start 10/01). The user must pay foreign currency differences and transaction fees. The amount must be transferred to the account stated above without exception.

1.8 Contract period

The contract of occupancy is concluded for a duration of 12 months at the time of the initial move-in. Depending on the type of contract, there is an option to renew the contract for the following academic year. The required documents will be made available in electronic form in a timely manner and must be submitted in full via the student portal. The extension is only considered effective if the documents have been received and accepted within the deadline specified in the portal.

Special contracts have a shortened contract term of 5 months (1 semester) or 10 months (2 semesters) – semester contracts for exchange/IP program.

Guest contracts are fixed-term contracts with non-students and are valid for the agreed-upon time until the end of the academic year at the latest.

Changes or additions to the contract of occupancy must be made in writing and require the consent of both contracting parties. Unilateral changes by one contracting party are excluded.

2 USEFUL INFORMATION ABOUT LIFE AT THE ISR

2.1 Smoking ban

Smoking is strictly prohibited in all areas of the ISR (Houses A, B, C, D and E), including e-cigarettes. Failure to comply with the smoking ban will result in immediate termination of the contract of occupancy.

2.2 People with physical and/or mental disabilities

The student residence provides a limited number of barrier-free accommodation units. These units are allocated depending on availability. To enable needs-based allocation, individual requirements must be communicated at an early stage.

The residence operator complies with official accessibility requirements but does not provide any additional measures such as special furniture, alarm or rescue systems. There is also no obligation to provide care beyond the usual accommodation. Special needs must be organized and financed by the tenant.

Structural or fire safety related changes require the consent of FH Errichtungs- und Betriebs GmbH.

2.3 Common rooms

The residents have access to the common rooms, the communal kitchen in buildings A and E (two-story common room), the communal laundry rooms in buildings B, C, D and E, as well as the bicycle storage room and ski storage room (A/B and E). Building E has additionally a dining room, two work/project rooms with technical equipment and several common areas (meeting points).

All users are obliged to treat the facilities of the common rooms with care and to leave them in a tidy condition (take out garbage, etc.)

The common rooms are closed by a security service at 11 p.m. and can be opened and used independently from 6 a.m. The exception to this is the kitchen area on the ground floor of House E (until further notice).

2.4 Events in the residence area

Events in the residential area are generally possible upon approval by residence management. A respective application must be submitted to residence management at least seven business days prior to the planned event.

The event must not contradict the dedicated purpose of the ISR. Furthermore, it must also be ensured that safety and fire safety regulations are observed, and noise levels must be kept low (quiet-time regulations).

Only one person can be responsible for an event, and this person assumes liability in all matters with respect to Fachhochschul Errichtungs- und Betriebs GmbH.

2.5 Noise avoidance/Quiet-time regulations

Noise is to be avoided in the houses, the stairwell, the common rooms and the access areas around the ISR. Renters must show consideration for other residents and neighbors at all hours of the day and night. The quiet time during the night from 11:00 PM to 6:00 AM must be observed.

This applies to the entire ISR facility as well as to the vehicle parking spaces, access roads and entrances to the student residence.

2.6 Residence place/Studios

All studios in building A, B, C, D and E are considered as residence places. The studio may only be used by the renter. The use of common rooms and laundry facilities, etc. is also permitted exclusively to tenants. Access to other people's rooms is only allowed with consent from the respective residents.

The residence management reserves the right to reject applications if the information provided by the applicant is incomplete, inconsistent, not credible, or if there are justified doubts about the accuracy of the submitted data."

The allocation of rooms is based on the internal allocation guidelines, available capacities, and the organizational requirements of the residence. Admission may be refused for organizational reasons or due to the unavailability of suitable room categories. Applicants have no legal entitlement to a specific room type.

The student residence provides accommodation exclusively for students as defined in § 4 of the Austrian Student Housing Act (StudHG). If there are justified concerns that the accommodation will not be used solely by the student (e.g., occupation by non-student family members, friends, etc.), the residence may refuse the allocation or refrain from issuing a contract."

As the residence is a shared living environment, management may reject applications if the applicant's behavior during the application process indicates that the communal living environment or the order of the house may be negatively affected.

No nails or similar items may be hammered into the walls/doors/furniture! Pictures or similar objects may only be attached using photo adhesive strips or on the photo rail (Comfort Studios buildings A/B, foam rubber wall in building E).

Upon taking over the residence space, the user declares that, unless they report any damage to the room, the residence and the furnishings are in good and proper condition.

The exchange of furniture between the individual rooms is not permitted. Any furniture that you bring yourself must be removed when you move out, disposed of independently and the room must be returned to its original condition. The furniture provided by us may not be dismantled, rearranged, rebuilt, moved and/or altered. No structural changes may be made to the studio (installing shelves, nails in the walls, etc.). No furniture will be stored in the ISR!

Household appliances and electronic devices for daily use (such as hairdryer, razor, TV, DVD player or gaming console) may be set up and connected in the residence place. The usage of

additional hotplates, heater fans, air conditioners and irons (see item 2.10) is not permitted due to fire safety regulations.

The connection of electric devices must comply with the regulations of the power supply company. The user is liable for damages.

This applies to all buildings (A, B, C, D and E):

The use of a mattress protector is mandatory. They can be purchased directly from us.

Pillows and duvets can be rented per semester from the ISR according to the currently valid price list (while stocks last).

House E has a kitchen inventory that includes the following items: deep plates, cups, forks, knives, soup spoons, cutting boards, and a pot. In the double rooms, this inventory is located directly in the room; in the single studios, it is stored in the kitchen cabinets.

In **houses A, B, C, and D**, a crockery box can be rented for the semester resp. the academic year according to the currently valid inventory list/price list at the ISR, as long as supplies last. There is no crockery provided in the mini-kitchens.

In **house E** you find per person 1 cutting board, 1 flat plate, 1 soup bowl, 1 pot with lid, cutlery (1 spoon, 1 small spoon, 1 fork, 1 knife) and 1 cup in your boards (in Single and Matrimonio Studio in the kitchen board, 1 Twin studios in the individual room). A crockery box can therefore not be rented.

Please note: When you move out, all crockery must be complete, clean and undamaged – otherwise you will be charged for it.

2.7 Relocation

Moving to another studio is not possible during the academic year. Upon consultation with residence management, a move may occur at the start of the semester in case a valid reason exists; € 70.00 is deducted from the deposit in this case.

2.8 Visitors

Visits to the ISR are permitted from 06:00 AM to 11:00 PM with the express consent of the resident.

The resident must ensure that visitors comply with the residence regulation and instructions of residence management or its representatives. Residence management reserves the right to expel non-residents from the residence.

The hosting resident is liable to Fachhochschul Errichtungs- und Betriebs GmbH for any damages culpably caused by visitors.

Consideration must be shown for other housemates in case of shared accommodation.

Visitors may only access and use the common rooms while accompanied by the resident. Visitors use these rooms at their own risk. ISR visitors may not use the laundry rooms.

Overnight stays are not permitted. Violations constitute grounds for cancellation of the usage contract according to section VIII.

2.9 Safety

For security reasons, all entrances, public areas, underground parking entrances and exits of the ISR are under video surveillance. We ask you to always lock the studio when leaving.

A security service locks all public rooms (common rooms, rooftop terraces) at 11:00 PM at night. We kindly ask you to comply with the security personnel.

Dangerous objects such as firearms, knives, explosive devices and similar items are not permitted in the ISR.

Endangerment of others and one's own person through alcohol, medication/drug abuse is prohibited.

2.10 Cleaning and facility

Each ISR resident is asked to treat the facility with care and perform a basic cleaning of the studio including bathroom and kitchen once per month at one's own initiative. The residence management reserves the right to check the cleanliness of the studio. The residence representative will commission the cleaning at the user's expense in case of non-observance.

Cleaning rooms with brooms, vacuums and scrubbers are available on every floor of all buildings of houses A,B, C and (for 3rd and 4th floor in houses A and B one maintenance room is installed in the 4th floor of house A).

In house E you find the cleaning corner (with the cleaning supplies) in every kitchenette and every laundry room (floors 0 to 5).

We ask you to return the cleaning supplies again after usage and report any missing or damaged items to residence management.

Cleaning staff of the ISR cleans the stairwells and common rooms from Monday to Friday.

Repairs and maintenance work are generally performed Monday to Friday from 8:00 AM – 12:00 PM. Please contact residence management in case of urgent repairs.

2.11 Washing machine/Dryer and common kitchen areas

Laundry rooms with washing machines and dryers are in the basement of House c. You will need the "Miele AppWash" App for usage.

In building E, there are laundry rooms on the 1st and 3rd floor. We ask you to clean the dryer's lint filter after use.

General operating instructions for the appliances are posted in the laundry rooms. Please do not use force when opening the doors of the washing machine or dryer!

An iron and ironing board are available free of charge in Houses C, D and E. Please never leave the iron unsupervised and unplug it again after use.

Liability for lost or damaged clothing is not assumed.

In House E there is a kitchen area on the ground floor as well as on the 2nd and 4th floors, which is equipped with an oven, microwave and dishwasher.

2.12 Waste disposal

Waste separation is legally required in Austria. Sorted waste is to be disposed of in appropriate containers.

The containers for the disposal of plastic, paper/small cartons, cans/aluminum, bottles/waste glass and residual waste are located

House A/B	Waste disposal room in the underground parking garage of House A
House C	At the passageway to House D
House D	In the waste disposal room in the basement
House E	In the waste disposal room in the basement

2.13 Internet access

The ISR provides Wi-Fi for mobile terminal devices but is not liable for any malfunction. Login is via the student account (PKZ number) and may only be used by residents of the ISR.

Traffic is based on a fair use principle. We reserve the right to block access at any time in case of misuse.

The following is prohibited in all cases:

- Commercial Internet usage
- Private usage of the Internet that goes beyond the normal scope
- Operating servers
- Providing Internet services for third parties
- Violations of the netiquette

All users are responsible for their own Internet usage and content as well as for any associated legal violations. Connection data are protocolled and consulted for investigations or reported to authorities without exception in case of possible legal violations.

Please consult the IT department of University of Applied Sciences Kufstein Tirol at helpdesk@hok.ac.at or 05372/71819 888 in case of problems.

2.14 Bicycles/Ski storage

Skis, bicycles, snowboards, etc. may not be stored in the residential units or hallways. The ski storage room (key provided by residence management) is in the underground parking garage of House A/B.

House E also offers a free area in the basement for bicycles and its own ski storage room.

Free bicycle parking is available in all underground parking garages.

2.15 Parking/Underground parking

Parking on the streets around the ISR is prohibited; road traffic regulations apply. Underground parking can be rented according to the currently applicable price list, and spaces are assigned after receiving the rental documentation. A total of 45 parking spaces equipped with electrical charging stations are available in building E.

The renter accepts the parking conditions with the signing of the rental contract. The ISR does not assume liability for parked vehicles.

2.16 Animals

Bringing with and keeping animals in the ISR buildings is strictly prohibited except for service and guide dogs. These animals require approval from residence management.

2.17 Copy machine

A copy machine is in the common room of buildings A and E, which can be used with the student card.

2.18 Shops

Shops for your daily needs are located south of the student residence, about a 5-minute walk away. Please note that shopping carts must not be taken into the student residence as this constitutes theft, which is reported to authorities without exception.

2.19 Drinking water

The city of Kufstein has a good water supply and tap water can be consumed without concern.

3 CANCELLATION

3.1 Cancellation of the residence place by the user

Early termination of a residence by the resident or early termination of the usage agreement can only take place at the end of the winter semester on the last day of the month (last possible termination date November 30) in accordance with the provisions of §12 StHG, subject to a four-month notice period and only in writing.

The usage contract can be canceled for the following important reasons at the end of the following calendar month according to Section 12 (3) of the Student Residence Act:

- Performance of military service, training or alternative service
- Change of the study location
- Dropping out of the study program
- Completion of studies
- Pregnancy
- Care for a close relative
- Sudden social emergency
- Illness

A verification of the existing reason must be included with the written cancellation.

A cancellation fee according to the currently valid price list is collected in case of premature cancellation.

3.2 Cancellation of the residence place by the ISR

According to Section 12 (1) of the Student Residence Act, Fachhochschul Errichtungs- und Betriebs GmbH (operator of the student residence of University of Applied Sciences Kufstein Tirol) may cancel the usage contract prior to the expiry of the contract period at the earliest after the expiry of the following calendar month if

1. the resident ends the studies or drops out,
2. the resident does not make use of the residence place personally,
3. the resident allows another person to live in the residence place contrary to the regulations of the residence statute,
4. the resident is in arrears for at least 2 months with the payment of the usage fee despite receiving a written warning and a cancellation announcement,
5. the resident commits a criminal offense that disadvantages the residents or the student residence operator or staff,
6. the resident grossly violates the obligations of the Student Residence Act or the usage contract in some other way despite receiving a written warning and a cancellation announcement.

As supplements:

For item 5; the ISR operator will cancel the usage contract with immediate effect, and the studio is to be immediately vacated if the resident commits a criminal offense that disadvantages other residents, the student residence operator or staff or if the resident causes a direct threat to the residence, persons living in the residence or the staff of the ISR.

For item 6; damage to the reputation of the ISR, resisting an identity check by the ISR as well as repeated and severe transgressions of the residence statute are regarded as causes for cancellation of the usage contract at the expiry of the following calendar month.

Severe contamination or endangerment of the general hygiene and safety of the studio, common rooms and terraces as well as forbidden overnight stays can lead to cancellation at the expiry of the following calendar month in case of repeated violations.

The renter must pay the usage fee by the time the residence place is rented out again or by the end of the semester in case of cancellation without notice.

4 MOVING OUT OF THE ISR – What needs to be done?

4.1 Returning the residence place

The move-out date must be announced in a timely manner. The residence must be vacated by 9:00 AM on the day the contract expires.

Inspection of the studio by ISR personnel occurs on the following business day. The studio is examined for cleanliness and the inventory for completeness and defects. Possible damages are documented with photographs and protocolled on the checklist. Personal or joint liability is assumed for damages that were not listed on the takeover protocol at the time of the move-in or if the protocol was omitted.

The studio must be returned in the condition in which it was taken over, cleared of personal belongings, and properly cleaned, in accordance with the terms of the contract of occupancy.

Omission or insufficient cleaning is recorded and deducted from the deposit.

Repairs for damages or excessive wear is performed without exception by ISR personnel or a commissioned specialist company, and incurred costs are charged to the user.

4.2 Repayment of the deposit

The deposit will be refunded to the account stated on the moving-out checklist **one month after the end of the contract**. Foreign currency differences are to be borne by the recipient. Transaction fees are split between us and the recipient (shared fees).

We ask you to provide the correct and complete IBAN and BIC or SWIFT code for transfers to third countries outside of the EU to avoid unnecessary return fees.

4.3 Deregistration according to the Registration Act

Section 4 (1) of the Registration Act envisages that “a person who gives up his or her residence is required to deregister at the registration office within three days before or after moving out.”

Deregistration can be performed at the Kufstein municipal office (registration office) or, in case of re-registration within Austria, at the responsible registration office.

A copy of the registration confirmation is to be transmitted to the ISR at the latest at the time of moving out. We must assume that you have not fulfilled your reporting obligation if we did not receive a registration confirmation.

As the accommodation provider, we are obligated according to Section 8 of the Registration Act to inform the registration office within 14 days in case we suspect that the reporting obligation has not been fulfilled.

5 LEGAL MATTERS

5.1 Liability of Fachhochschul Errichtungs- und Betriebs GmbH

- a) Fachhochschul Errichtungs- und Betriebs GmbH is only liable to users for damages suffered on the premises according to legal regulations. Incidents are to be immediately reported in writing to residence management as eligibility for the claim otherwise forfeits.
- b) Liability for money, jewelry and other valuables is not assumed. It is the residents' responsibility to properly store such items.
- c) Use of the common rooms is at your own risk.
- d) Fachhochschul Errichtungs- und Betriebs GmbH is not liable to users in case of possible damage due to force majeure or power outages at the student residence. This specifically applies to damage and data losses on mobile terminal devices.
- e) Liability for property and financial damage only exists if this damage was culpably caused by the ISR in a grossly negligent or willful manner. Liability of the ISR for slight negligence in case of property and financial damages is expressly excluded.
- f) Usage of underground parking of Fachhochschul Errichtungs- und Betriebs GmbH occurs at one's own risk and is subject to compliance with parking garage regulations. Illicitly parked vehicles are towed at the expense of the vehicle holder, and a civil nuisance claim is submitted.

5.2 Data protection and data transfer

The user agrees that personal data (e.g., residence status, contractual relationship, payment status) may be exchanged between University of Applied Sciences Kufstein Tirol and Fachhochschul Errichtungs- und Betriebs GmbH.

The data provided during registration and use of the online portal may be processed automatically by the residence operator and used for the fulfillment of the contract. Data (e.g., name, date of birth, address) may be disclosed to authorities, funding agencies, contractual partners, or service providers if there is a legal basis for doing so.

In the event of damage caused by the user that has financial consequences, personal data may be passed on to third parties for processing.

In the event of late payment, data may be transferred to a collection agency.

The user agrees that all data provided may be processed for the proper administration of the residence.

5.3 Liability of the renter and legal representative

- a) Every user or their legal representative is liable for damages resulting from the non-observance of the usage contract, the residence statute and the residence regulation including supplements or for damages culpably caused by the user.
- b) Every user is liable for all excessive wear of the studio beyond normal usage, i.e. for any type of damage or unusual wear that did not already exist at the time of the move-in and was not listed in the takeover protocol (e.g. burnt furniture or floors, contaminated walls, non-observance of the smoking ban, wrecked doors or furnishings, etc.). The maintainer restores the residence to its original condition at the sole expense of the user.
- c) All users of the entire residence community are jointly and severally liable in case the causal agent of damages cannot be identified.
- d) Both users of a double studio are jointly liable for damages in the common rooms of a double studio (bathroom, kitchen, entry area).
- e) All damage cases are to be reported immediately and in writing to residence management.

5.4 Authorizations of ISR personnel

- a) The staff of the student residence may not be used for personal services. Likewise, users may not issue demands to the staff.
- b) Complaints and wishes are to be submitted to residence management.
- c) The personell of Fachhochschul Errichtungs- und Betriebs GmbH and the residence management are permitted to access to the living quarters in particular upon prior notification. In order to avert an imminent danger or in cases of particular suspicion of violations of the house rules or residence statutes, notification prior to entering a

residence is not required; this also applies to the time required for preparation and follow-up work.

- d) ISR staff is authorized to deny unknown people or with questionable authorization access to the ISR or expel these people from the house until their affiliation has been verified (photo identification).
- e) Instructions and stipulations of personnel and ISR staff must be followed. Non-compliance is regarded as a gross violation of the usage contract and the residence statute.
- f) By transmitting an e-mail or a report to residence management or administrative personnel regarding damages or complaints about necessary repairs, maintenance or inspections of a reported issue, the renter and housemates grant ISR staff, including the janitor or specialist companies commissioned by us, access to the studio.
- g) If possible, repairs or rectification of damages are performed immediately at our digression. In case of extensive repairs or maintenance work, upon prior consultation with the renter.

5.5 Fire safety regulations & general fire prevention measures

The user acknowledges the fire safety regulations of the ISR and commits to observe the pertinent provisions.

- a) Each resident also declares to follow general fire prevention measures:
- b) Maintaining order and cleanliness is one of the fundamental requirements of fire safety and vital to the safety of all ISR occupants.
- c) A strict smoking ban is in effect in the ISR, which also includes e-cigarettes and other types of synthetic smoking devices.
- d) Open fires and candles are prohibited, which also applies to Advent wreaths, Christmas trees, sparklers or similar items. Incense sticks are also prohibited as these can trigger false alarms of the fire detection system.
- e) The full width of escape, rescue and other routes (including stairwells, stairs and hallways outside of the studio) is to be kept clear. The usability of all exits must be ensured in case of danger.
- f) Storage and usage of flammable liquids (gasoline, lighter fluid, liquid gas, etc.) as well as storage of spray cans that are operated with liquid gas are prohibited in all rooms (studio, underground parking, common rooms, ski storage, etc.).
- g) Usage of heaters and air conditioners is prohibited.

5.6 Conduct in case of fire

- a) Remain calm.
- b) Call the fire brigade by dialing 122.
- c) Notify residence management.
- d) Close windows and doors, and quickly and calmly leave the building via the closest escape route.

- e) Inform other people about the fire – never put yourself in danger.
- f) Remain in the studio, close doors and open windows and call out to emergency services if leaving via the escape routes is impossible due to smoke development.

6 Definition

6.1 Operator

Fachhochschul Errichtungs- und Betriebs GmbH, Andreas-Hofer-Straße 7, A-6330 Kufstein is the operator of the “International Student Residence Kufstein” or the ISR. The company is registered in the company register of the Regional Court Innsbruck under FN 183017v.

6.2 Purpose

The purpose of Fachhochschul Errichtungs- und Betriebs GmbH includes providing accommodations to persons in training, specifically students of the University of Applied Sciences Kufstein Tirol.

6.3 Administration and management

Management and administration of the residence and the supervision of staff are the responsibility of the residence manager who is a subordinate of the managing director of Fachhochschul Errichtungs- und Betriebs GmbH.

6.4 Principles of residence management

The student residence promotes the independence of the residence community in scientific, cultural, sports and social matters including the promotion of good communications between individual residents. The material provision of residence places and associated facilities provides the basis for this. Residence places are rental objects that are rented within the context of the operations of the ISR.

6.5 Granting a residence place

- a) Residence places can only be granted to students according to Section 4 of the Student Residence Act. A legal entitlement to a residence place does not exist.
- b) Residence places are granted based on a written request, which is to be submitted from 11/01 of each year for the contract start on 03/01 (summer semester) or from 01/01 of each year for the contract start on 10/01 (winter semester) via the homepage www.hok.ac.at/Studentenheim by means of an online form to Fachhochschul Errichtungs- und Betriebs GmbH “International Student Residence”, Salurnerstr. 26 abc, A-6330 Kufstein. Principally, requests are processed in the order of the application date. A legal entitlement to a residence place does not exist.
- c) Residence places are granted after returning the signed usage contract and submitting the necessary documentation. This includes the identity verification (copy of the personal identity card or passport) and timely transfer of the deposit in case of contracts of less than a year.
- d) Residence places can also be rented to other applicants or external persons for the short term in case the student residence is not fully utilized by students of the

University of Applied Sciences Kufstein Tirol. Residence management is responsible for assigning residence places while taking the principles of residence management into account.

- e) A person is not entitled to a specific residence place in case a placement is granted, even if a residence place has already been assigned. Changes may also occur during the academic year due to operational requirements. Room changes are not possible without consulting residence management beforehand. Residence management principally assigns residence places.

6.6 Legal provisions

Important legal provisions apply for the student residence or for parts of its facilities such as the Student Residence Act, the Association Act, the Federal Tax Regulation, the Events Act, the Trade Regulation Act, the Registration Act, fire safety regulations, tax laws as well as the ordinances of the city of Kufstein, etc. that are also legally applicable to residents of the ISR. Legal changes of government stipulations can lead to changes of the residence statute.

6.7 Information from residence management

Residence management exclusively communicates with occupants of the ISR by e-mail (e-mail address stated at the time of application or student e-mail address of FH Kufstein Tirol). Residents should therefore check their inbox regularly. This information constitutes a supplement to the residence statute and is binding for all residents.

6.8 Recognition of the residence statute

The residence statute including information supplement is part of the usage contract. The residence statute approved by management of Fachhochschul Errichtungs- und Betriebs GmbH on 01/29/2020 enters into force for an indeterminate period with the announcement.

Kufstein, on 16.01.2026

Romana Hubmann
(Head ISR)