

General Terms and Conditions

General Terms and Conditions for accommodation placement at Freie Universität Berlin in cooperation with ERG Universitätsservice GmbH.

The Freie Universität Berlin arranges off-campus accommodation for international exchange students and has given the task of arranging accommodation to the ERG Universitätsservice GmbH. Accommodation options are published on the accommodation website. Placement is subject to availability.

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

1. Registration

Accommodation requests can be submitted online using the registration form on the website.

2. Dates and Deadlines for Registering for Accommodation

- Studentendorf Schlachtensee: 4 weeks before move-in date (1st or 16th of the month)
- Studierendenwerk Berlin: 6 weeks before move-in date (1st of the month)
- TWENTY FIRST Student Living Apartments: 4 weeks before move-in date (1st of the month)

The registration deadlines refer to the receipt of payment of the reservation fee, not for the submission of the online registration form. The reservation fee must be received and confirmed by ERG Universitätsservice GmbH at least six (or four) weeks before the rental contract starts which means, the tenant must register before then.

As soon as an accommodation option is fully booked, it can no longer be chosen even if the deadline has not yet passed.

3. Rental Period

The minimum rental period is one semester (6 months). The rental contract period must begin on the 1st (in some cases on the 16th) and end on the last day of the month. Arrivals prior to the start of the rental contract as well as departures after the last day of the rental contract period are possible in certain cases but must be communicated to the landlord well in advance (at least one month) and need to be confirmed on an individual basis.

3.1 Rental Period Studierendenwerk Berlin and TWENTY FIRST Student Living Apartments

The rental period at the dormitories of Studierendenwerk Berlin and TWENTY FIRST Student Living Apartments is set to 6 months per semester as follows:

- Winter semester: September 1st to February 28th/29th
- Summer semester: March 1st to August 31st

The rental contract between the tenant and Studierendenwerk Berlin and the TWENTY FIRST Student Living Apartments is a fixed-term period.

A termination of the rental contract by the tenant before the end date of the rental agreement is not possible.

3.1.1 Extension Rental Contract Studierendenwerk Berlin and TWENTY FIRST Student Living Apartments

Extension of the rental contract is only possible for the summer semester period.

If the tenant wants to extend his existing rental contract, he must inform ERG Universitätsservice GmbH in writing by end of the third rental month.

Depending on availability the ERG Universitätsservice GmbH will decide whether an extension of the rental contract is possible.

In case of a rental contract extension a service fee of 25 EUR for the option Studierendenwerk Berlin and a service fee of 50 EUR for the option TWENTY FIRST Student Living Apartments is payable to the ERG Universitätsservice GmbH in advance.

Cancellations of existing extensions must be communicated in writing (an e-mail is sufficient, but has to be confirmed by the ERG Universitätsservice GmbH) at least four weeks prior to the beginning of the extension period. In that case the service fee of 25 EUR/50 EUR will be kept. In case of cancellation less than four weeks prior to the beginning of the extension period one monthly rent has to be paid to the landlord.

All other provisions of this paragraph that do not involve the payment apply analogously.

4. Registration / Payment

Receipt of the electronic registration form will be automatically confirmed via e-mail. Once the online-registration has been received and processed, ERG Universitätsservice GmbH will send the student a confirmation by e-mail within a week. Detailed information on the payment of the amount of reservation fee will be included in the confirmation e-mail. The amount depends on the chosen accommodation option. This fee must be paid by bank transfer within one week upon receipt of the confirmation e-mail. The applicant must cover all bank transaction fees. The registration becomes legally binding once the reservation fee has been received by Freie Universität Berlin / ERG Universitätsservice GmbH (the receipt will be confirmed via e-mail).

The deadline must be met by the time the payment is received, not the day that the transfer is made.

5. Move-In / Move-Out

To ensure a smooth check-in/check-out you need to communicate your arrival information (including date, time and arrival location) and move-out dates to the appropriate administration at least one week prior to your arrival/move-out. Students who do not provide the administration with their arrival information will not be able to move in. Costs for alternative accommodation until an appointment to move in can be scheduled will not be covered by Freie Universität Berlin / ERG Universitätsservice GmbH or the landlord of the chosen accommodation option.

Please note: All rooms and apartments must be left in good condition when the students move out. Students will be charged for any damages they cause.

6. Reservation Fee / Rent*

Depending on the accommodation option, the paid reservation fee will be used as follows:

6.1 Studentendorf Schlachtensee:

A reservation fee of 500 EUR applies. The amount will be forwarded from ERG Universitätsservice GmbH to the Studentendorf Schlachtensee administration. A service fee of 30 EUR will be deducted from the reservation fee.

The remaining amount of 470 EUR serves as a security deposit which will be kept by the Studentendorf Schlachtensee administration until the student moves out. The security deposit will be refunded by the Studentendorf Schlachtensee administration between 6 weeks and 6 month after your departure as long you do not have any outstanding costs.

You will be required to pay the rent each month directly to the Studentendorf Schlachtensee. Bank account details can be found in your rental contract.

For tenants who do not pay the reservation fee, the 30 EUR service fee has to be paid along with the first month's rent. Cancellations must be communicated to and signed at Studentendorf Schlachtensee directly.

6.2 TWENTY FIRST Student Living Apartments:

A reservation fee of 1.017,50 EUR/ 1.145 EUR applies. The reservation fee will be forwarded from ERG Universitätsservice GmbH to the owner. The full amount will be transferred to the owner's bank account. The amount of 170 EUR will be kept by the owner. The security deposit of 847,50 EUR/ 975 EUR (1,5*monthly rent) will be put onto an account in trust and administered by the owner. The security deposit will be paid back after departure by bank transfer as long the tenant does not have any outstanding costs and the room is in good condition.

6.3 Studierendenwerk Berlin:

A reservation fee of 500 EUR applies. A service fee of 50 EUR will be deducted from the reservation fee. The remaining amount of 450 EUR will be forwarded from ERG Universitätsservice GmbH to the Studierendenwerk Berlin and serves as a security deposit which will be kept by the Studierendenwerk Berlin administration until the student moves out. The security deposit will be paid back after your departure by bank transfer as long you do not have any outstanding costs and the room is in good condition.

The tenant must sign the rental contract and pay the first month's rent when moving in. The tenant will be required to pay the monthly rent each month directly to Studierendenwerk Berlin. Bank details can be found in the rental contract.

In case the monthly rent is transferred to the ERG Universitätsservice GmbH bank account instead of the landlord's bank account, the amount will be forwarded to the current landlord. For this forwarding or refund the ERG Universitätsservice GmbH will deduct a service fee in the amount of 15 EUR from the amount forwarded or refunded.

7. Cancellation / Refunds

Cancellations of existing reservations must be communicated in writing (an e-mail is sufficient, but has to be confirmed by the ERG Universitätsservice GmbH) at the latest four weeks prior to the beginning of the rental contract. A 50 EUR cancellation fee applies and will be deducted from the reservation fee before it is refunded to the student by Freie Universität Berlin / ERG Universitätsservice GmbH. All bank transaction fees have to be covered by the applicant.

No fees of any kind are refunded in case of cancellation less than four weeks prior to the beginning of the rental contract.

7.1 Cancellation Studierendenwerk Berlin

In case of cancellation of the registration for Studierendenwerk Berlin up to four weeks prior to the beginning of the rental contract no fees other than the 50 EUR mentioned under point 7 apply.

7.2 Cancellation Studentendorf Schlachtensee

In case of cancellation of the registration for Studentendorf Schlachtensee up to four weeks prior to the beginning of the rental contract the Studentendorf Schlachtensee charges a fee of 20 EUR. This fee plus the 50 EUR cancellation fee specified in point 7 will be deducted from the reservation fee. The reservation fee less the cancellation fee of 70 EUR in total will be refunded to the student by Freie Universität Berlin / ERG Universitätsservice GmbH. All bank transaction fees have to be covered by the applicant.

No fees of any kind are refunded in case of cancellation less than four weeks prior to the beginning of the rental contract.

7.3 Cancellation TWENTY FIRST Student Living Apartments

In case of cancellation of the registration for TWENTY FIRST Student Living Apartments up to four weeks prior to the beginning of the rental contract the service fee of 170 EUR is kept by the owner. This fee plus the 50 EUR cancellation fee specified in point 7 will be deducted from the reservation fee. The reservation fee minus the 220 EUR cancellation fee will be refunded to the student by Freie Universität Berlin / ERG Universitätsservice GmbH. All bank transaction fees have to be covered by the applicant. No fees of any kind are refunded in case of cancellation less than four weeks prior to the beginning of the rental contract.

8. Disclaimer

ERG Universitätsservice GmbH is not liable neglects of duty caused by the landlords.

Freie Universität Berlin / ERG Universitätsservice GmbH reserves the right to change the chosen accommodation option should the selected option be fully booked. If such a change is necessary, the affected participants will be notified and informed about available alternatives. If no solution can be found, ERG Universitätsservice GmbH will refund all payments made thus far.

9. Severability Clause

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

10. Privacy Policy

Each participant agrees to the storage and use of personal data for the fulfillment of the agreement. Personal data storage protection is governed by the Federal German Data Protection Act. Participants' personal data will not be made available to third parties.

11. Place of Jurisdiction

The laws of the Federal Republic of Germany shall apply to these terms and conditions, and the parties agree to Berlin (Germany) as the place of jurisdiction.