

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 (<http://www.fu-berlin.de/en/sites/unterbringung/optionen-programmstudenten/index.html>). Placement is subject to availability.

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

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: four weeks prior to move-in date
- Studierendenwerk Berlin: six weeks prior to move-in date

The registration deadlines refer to the receipt of payment of the reservation fee at ERG Universitätsservice GmbH, 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 fixed rental period is one semester (six months). The rental contract period begins on the first (in some cases on the 16th) and ends on the last day of the month. The tenant has to communicate the arrival date and time to the landlord at least two weeks before arrival. Arrivals prior to the start of the rental contract as well as departures after the last day of the rental contract are not possible.

3.1 Rental Period Studierendenwerk Berlin, Studentendorf Schlachtensee and Neon Wood

The rental period at the dormitories of Studierendenwerk Berlin and Studentendorf Schlachtensee is set to six months per semester as follows:

- Winter semester: September 1st to February 28th/29th
- Summer semester: March 1st to August 31st (or April 1st until September 30th at Studentendorf)

For Neon Wood the following rental periods are set:

- Summer semester: March 1st to September 30th (option Classic)
March 1st to August 31st (option Classic Balcony)

The rental contract between the tenant and Studierendenwerk Berlin, Studentendorf Schlachtensee and Neon Wood 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, Studentendorf Schlachtensee and Neon Wood

An extension of the rental contract at Studierendenwerk is only possible from the winter semester to the summer semester.

If the tenant wants to extend the existing rental contract, ERG Universitätsservice GmbH must be informed in writing by the end of November.

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 50 EUR for the option Studierendenwerk Berlin is payable to the ERG Universitätsservice GmbH.

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 six weeks prior to the beginning of the extension period. In that case the service fee of 50 EUR will be kept. In case of cancellation less than six weeks prior to the beginning of the extension period one month's rent has to be paid to the landlord. Depending on availability, an extension of the rental contract cannot be guaranteed.

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

Extensions at Studentendorf Schlachtensee and Neon Wood (for the option "Classic") are discussed directly between tenant and landlord and subject to availability. An extension for the option Classic Balcony at Neon Wood is not possible.

4. Registration / Payment Studierendenwerk and Studentendorf

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 e-mail within one week. Detailed information on the payment of the reservation fee will be included in the confirmation e-mail. The amount of the reservation fee 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.

4.1 Registration / payment Neon Wood

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 one week. The tenant will also receive the rental contract which has to be signed and confirmed. Any arrangements regarding the rental contract, payments and the rental conditions are discussed between the tenant and Neon Wood.

5. Move-In / Move-Out Studierendenwerk and Studentendorf

To ensure a smooth check-in/check-out the tenants need to communicate their arrival information (including date, time and arrival location) and move-out dates to the appropriate administration at least two week prior to the movie-in/move-out date. 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.

5.1 Move-In / Move-Out Neon Wood

Any arrangements regarding the move-in and move-out are discussed between the tenant and Neon Wood.

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 up to six months after the tenant's departure as long as the tenant does not have any outstanding costs.

The tenant will be required to pay the rent each month directly to the Studentendorf Schlachtensee. Bank account details can be found in the 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.

6.2 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 up to six months after the departure by bank transfer as long as the tenant does 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.

6.3 Neon Wood

The rental conditions as well as information on the reservation fee and service fee can be found on the website from [Neon Wood](#).

7. Cancellation / Refunds Studierendenwerk and Studentendorf Schlachtensee

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 six 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 student.

No fees of any kind are refunded in case of cancellation less than six weeks prior to the beginning of the rental contract and the contract is still binding for six months.

7.1 Cancellation Studierendenwerk Berlin

In case of cancellation of the registration for Studierendenwerk Berlin up to six weeks prior to the beginning of the rental contract no fees other than the 50 EUR apply (see 7. Cancellation/ Refunds Studierendenwerk and Schlachtensee).

7.2 Cancellation Studentendorf Schlachtensee

In case of cancellation of the registration for Studentendorf Schlachtensee up to six weeks prior to the beginning of the rental contract the Studentendorf Schlachtensee charges a fee of 20 EUR in addition to the 50 EUR cancellation fee specified in point 7. 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 six weeks prior to the beginning of the rental contract and the contract is still binding for six months.

7.3 Cancellation Neon Wood

After signing the contract a two-week right of withdrawal applies. After that period the contract is still binding for the whole rental period.

8. Disclaimer

ERG Universitätsservice GmbH is not liable for 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.