

General Terms and Conditions

Below are 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 of the Freie Universität Berlin](#). Placement is subject to availability.

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

Terms and conditions listed in this document shall apply to the accommodation offers of the ERG Universitätsservice GmbH in partnership with the studierendenWERK and the Studentendorf. The registration processes for these options are managed by the ERG Universitätsservice GmbH. These terms and conditions do not relate to the rental conditions of the other accommodation providers listed on the accommodation website of the Freie Universität Berlin as ERG Universitätsservice GmbH takes no part in registration or allocation at these facilities.

1. Registration

Accommodation requests for housing at the studierendenWERK or the Studentendorf can be submitted online using the registration form on [the accommodation website](#) of the Freie Universität Berlin.

2. Registration Period

Registration is possible from **07.12.2021 (11:00 a.m. - Central European Time) until 14.12.2021**.

Registration beyond this period is only possible depending on availabilities.

When an accommodation option is fully booked, it will be removed from the registration form as soon as possible and can no longer be chosen, even if the deadline has not yet passed. The students who select an option that has been already fully booked, are added to a waiting list.

3. Rental Period

The fixed rental period is generally one semester (six months). The rental contract period begins on the first and ends on the last day of a month. The tenant has to communicate the arrival date and time to the landlord at least two weeks before the 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 The rental period at studierendenWERK Berlin is set as follows:

- Winter semester: September 1st until February 28 / 29th (Dormitory **Halbauer Weg**)
 September 1st until Mai 15th (Dormitory **Goerzallee**)
 September 1st until June 30th (Dormitory **Goerzallee**)
 September 1st until July 15th (Dormitory **Goerzallee**)
 September 1st until August 31st (Dormitory **Goerzallee**)
- Summer semester: March 1st until August 31st (Dormitory Halbauer Weg)

Attention: Please note that in the winter semester the Goerzallee dormitory is reserved for students who stay at the FU for longer than one semester due to the longer rental periods.

It is generally not possible or negotiable for the tenant to cancel the rental agreement before the end of the rental period agreed in the rental agreement. Students must therefore check their study period carefully before registering. Subletting is not permitted.

3.2 The rental period at **Studentendorf Schlachtensee** is set as follows:

- Winter semester: 01 September until 28/29 February (category B rooms)
01 October until 31 March (category B rooms)
From 01 January onwards, always on the first of the month, until 15.05.22 the latest (category A Rooms)
- Summer semester: March 1st until August 31st (category B rooms)
April 1st until September 30th (category B rooms)
From 01 March onwards, always on the first of the month, until 30.9.22 the latest (category A Rooms)

Attention: it is generally not possible or negotiable for the tenant to cancel the rental agreement before the end of the rental period agreed in the rental agreement. **Subletting is not permitted.**

3.3 Cancellation policy under conditions of the coronavirus pandemic

Due to the coronavirus pandemic, Freie Universität Berlin offers special cancellation conditions to students who rent a room at the studierendenWERK or the Studentendorf Schlachtensee through the accommodation service of Freie Universität Berlin.

a. Before the beginning of the rental period

Students who are denied entry into Germany at the beginning of the rental period due to regulations related to the coronavirus pandemic issued by the German government can cancel their booking. The cancellation request has to be submitted before the beginning of the rental period by email to accommodation@fu-berlin.de, *supported by documented proof* of the regulations prohibiting the student to enter the country during the start of their rental period.

If we receive the cancellation request until the 15th of the month preceding the start of the rental period, the paid reservation fee will be refunded minus any bank transaction fees and the cancellation fee of 50 EUR.

If we receive the cancellation request after the 15th of the month preceding the start of the rental period, the first month's rent will be deducted from the paid reservation fee and the remaining part will be refunded minus any bank transaction fees and the cancellation fee of 50 EUR.

b. After the beginning of the rental period

b.1. Students who did *not* move in and are denied entry into Germany due to regulations related to the coronavirus pandemic issued by the German government, may apply for early termination of the rental agreement or cancel their reservation even after the rental period has already started. The cancellation request must be submitted immediately with full and proper documentation of the conditions preventing student's entry via email to accommodation@fu-berlin.de.

If we receive the cancellation request until the 15th of the month, the student remains responsible for rental payment until the moment of cancellation (including the month of cancellation). No additional rent payments are due for the months after. The paid reservation fee will be refunded minus any bank transaction fees, any outstanding

rent payments and the cancellation fee of 50 EUR.

If we receive the cancellation request after the 15th of the month, the student remains responsible for rental payments until the end of the following month. No additional rent payments are due for the months after. The paid reservation fee will be refunded minus any bank transaction fees, any outstanding rent payments and the cancellation fee of 50 EUR.

b.2. Students who have already arrived and moved into their residence, and who are required to leave due to regulations related to the coronavirus pandemic issued by the German government, by their home country or by international partner organizations of Freie Universität Berlin, can also apply for early termination of the rental agreement. The cancellation request has to be submitted immediately by email to accommodation@fu-berlin.de, supported by documented proof of the regulations mandating the student to leave the country. In this case there is a notice period of one month prior to the end of the next month (as a result the student will be held responsible to pay the rent until the end of the month after which we received the cancellation request). No additional rent payments are due for the months after. The paid reservation fee will be refunded minus any bank transaction fees, any outstanding rent payments, other charges and the cancellation fee of 50 EUR.

However, cancellation of the reservation or early termination of the rental contract for personal reasons is not possible.

3.4 Extension of Rental Contracts

Extensions of rental contracts in **studierendenWERK Berlin** are typically not allowed.

Extensions or renewals of the rental contract at the **Studentendorf Schlachtensee** are only possible subject to availability and after consultation with the accommodation service of Freie Universität Berlin.

4. Registration / Payment for studierendenWERK and Studentendorf

Students register through the online registration on the accommodation website. The receipt of the electronic registration form will be automatically confirmed via email. Once the online registration has been received and processed, ERG Universitätsservice GmbH will send the student a confirmation email within one week. Detailed information on the payment of the reservation fee will be included in the confirmation email. 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 email. 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 email). The deadline must be met by the time the payment is received, not the day the transfer is made. Students who book a room at studierendenWERK will be directed to the studierendenWERK application portal via an informative email following completion of registration in order to set up a resident profile.

5. Move-In / Move-Out at 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 responsible administration at least two weeks before the move-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 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 held responsible 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 studierendenWERK Berlin

The reservation fee of 600 EUR consists of a **security deposit of 550 EUR and a service fee of 50 EUR**. The security deposit will be forwarded from ERG Universitätsservice GmbH to the studierendenWERK Berlin upon signing the original contract, 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 left in good condition.

The tenant must sign the rental contract and pay the first month's rent before moving in. Detailed information regarding the payment procedure will be relayed by the studierendenWERK. 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.

6.2 Studentendorf Schlachtensee

A reservation fee of 500 EUR applies. The amount will be forwarded from ERG Universitätsservice GmbH to the Studentendorf Schlachtensee administration and offset against the security deposit. **The security deposit is 820 EUR.** In addition, a one-time **service fee of 30 EUR** is charged. Hence the tenant must pay a total of 350 EUR directly to the administration of the Studentendorf Schlachtensee upon arrival. The security deposit will be administered by the Studentendorf Schlachtensee and will be refunded directly by the Studentendorf Schlachtensee to the tenant within a period of up to 6 months after moving out, as long as the tenant does not have any outstanding costs.

The first month's rent must be paid upon signing the rental agreement in the residence administration office. The rent has to be paid monthly at the due date directly via bank transfer to Studentendorf Schlachtensee. The bank details can be found in the rental agreement.

Should the tenant transfer the rent to our bank account instead to the landlord's bank account, the ERG Universitätsservice GmbH will charge a **15 EUR service fee** for the re-transfer. The same applies to any other kind of payment that is mistakenly transferred to our bank account.

7. Withdrawal

Generally, a two-weeks right of withdrawal applies after registration (the moment a room is reserved for the student and the payment request for the reservation fee is sent). Past that period the registration is binding. Cancellations of existing registrations must be communicated in writing (an email is sufficient, but has to be confirmed by the ERG Universitätsservice GmbH) at the latest 14 days after the registration.

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 past two weeks after the registration and the reservation fee will be kept entirely.

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

10. 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.

Privacy Policy
The following notes give a simple overview of what happens to your personal information when you register for accommodation with us. Personal data is all data that personally identifies you. By registering for accommodation, you consent to your personal data being stored, processed and passed on to third parties (for example, potential landlords or partner universities in Berlin) within the framework of the statutory provisions of the Federal Data Protection Act. Your data will be collected on the principle of self-declaration, i.e. the data that is entered in the registration form. At any time, you have the right to obtain free information about the origin, recipient and purpose of your stored personal data.

You also have the right to correct, block, or demand revocation or cancellation of your data in the future. You can contact us at any time, should you have further questions about data protection. You can read our privacy policy [here](#).

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.