

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall apply between

the **Lessors' Partnership Kaisermühlenstr. 12 and 16**, consisting of Kaiserspitz Immobilien GmbH & Co KG and Kaiserquadrat Immobilien GmbH & Co KG, both: Tiroler Straße 20, 3105 St. Pölten-Unterradlberg, hereinafter "**Owners**", represented by **DOHO MANagements GmbH**, Doningasse 12/Stiege 1/ 2.OG/ Top 05, 1220 Vienna, hereinafter "**DOHO MANAGEMENT**", of the one part and the resident of an residential unit in the **Building DO, Kaisermühlenstr. 12, 1220 Vienna**, or in **Building HO, Kaisermühlenstr. 16, 1220 Vienna**, together "**Students' Residence**", of the other part. The formation of a residence agreement between the Owners and the resident named in an Application ("**Resident**"), together the "**Parties**" and each a "**Party**", with respect to a specific accommodation unit and occupancy period shall be a precondition for the application of these General Terms and Conditions, hereinafter "**Terms and Conditions**". The residence agreement shall consist of the Resident's Application and the Terms and Conditions together with the House Rules, Annex .a, together "**Residence Agreement**".

### Preamble

The Owners have instructed DOHO MANAGEMENT to conclude contracts with residents upon instructions, and in the name of, the Owners. All references in this contract to DOHO MANAGEMENT shall be understood as references to it as representative of the Owners; the rights and obligations of DOHO MANAGEMENT pursuant to this Residence Agreement thus are in substance the rights and obligations of the Owners.

In the Residence Agreement, for the purpose of better readability, reference to any gender includes the other gender.

### 1. Conclusion of the Residence Agreement

The procedure for the conclusion of a Residence Agreement is set out in the Application.

### 2. Residence unit

**2.1** The subject matter of this Residence Agreement is an enclosed residential unit, hereinafter "unit", either in the Building DO, Kaisermühlenstraße 12, or in the Building HO, Kaisermühlenstraße 16. There are three different types of units available, an Apartment, a Single Studio, and a Double Studio.

An **Apartment** is suitable for use by two persons and furnished with a bed 140, 160 or 180 cm wide and 200 cm long. The Resident set out in the Application is the contracting party; if two Residents are set out in the Application, then both shall be jointly and severally liable for all their liabilities pursuant to this Residence Agreement.

A **Single Studio** is designed for use by one person, and is furnished with a single bed in the dimension of 90x200 cm.

A **Double Studio** is designed for use by two persons, and consists of living rooms A and B, each of which is allocated to one person and furnished with a single bed in the dimension of 90x200 cm. The kitchen with a dining area in front of the living rooms, as well as the sanitary facilities, are to be shared by both residents.

Each unit consists of a living and/or sleeping area, sanitary facilities, and a kitchen unit, together with the furnishings shown in the Inventory and Furnishings List, with or without an outdoor area (terrace, loggia, or balcony), and one half of a storage room (Double Studios), respectively 1 storage room allocated to a unit (Apartment and Single Studio), in the basement floor of the building. Only the Inventory and Furnishings List, the Floor Plan, and the applicable provisions of the Residence Agreement shall be relevant for the description of the agreed unit. Other statements or representations as to units, such as, for example, on the homepage, shall not form part of the Residence Agreement.

**2.2.** Besides the right of normal use of the unit, the Resident shall be entitled to use the common facilities of the respective building, in which the unit is located, such as the laundry room, the bicycle and stroller rooms, and the common room, in accordance with the House Rules (Annex). **Smoking is prohibited without exception** in the entire building, both in the individual units, as well as in the common facilities.

**2.3.** The unit is let to the Resident(s) only for the purpose of the respective User's own living purposes. The agreed use shall not be changed. Pursuant to requirements of the building authority, the unit is dedicated for use only by one, respectively two, residents. Other persons therefore shall not be accepted to the unit.

**2.4.** Only the qualities, condition and usability of the unit expressly set out in the Residence Agreement shall be part of the contract. Other qualities shall not be part of the contract and shall be of no influence on the usability of the unit owed to the Resident.

### 3. Rent/Deposit

**3.1.** The monthly rent agreed to and regarded as reasonable by both Parties, including operating costs and VAT at the statutory rate, is set out in the Application of the Resident accepted by DOHO MANAGEMENT. The Resident has already paid the processing fee of EUR 60.00 including VAT prior to the conclusion of this Residence Agreement.

The rent includes the cost of electrical energy, warm and cold water, heating, waste disposal, TV and Internet in connection with the use of the unit and of the common facilities.

The security deposit shall be paid by transfer to the bank account of DOHO MANAGEMENT; the payment due dates are set out in the Application.

The deposit to be paid must be paid at the same time as the rental fee for the first month within seven days after acceptance of the usage contract by DOHO MANAGEMENT.

Afterwards, the regular monthly payments must be credited to the agreed bank account at the latest on the fifth day of the month. The Resident shall ensure that his bank will process payment instructions and that payment is received in time.

In case of payment default, DOHO MANAGEMENT shall be entitled to charge interest at the rate of 4 % annually, and an administrative fee in the amount of EUR 15.00 per reminder.

The Parties expressly agree that the rent shall be value protected. The measure for the value protection shall be the Consumer Price Index 2015 published by Statistik Austria, or another index taking its place. The base reference figure shall be the index figure published for the month of July of the year of the commencement of the Occupancy Term. The rent shall be adjusted as of October 1<sup>st</sup> of any subsequent year, based on the index figure published for the month of July of that year, accordingly, the first value adjustment shall take place as of the commencement of the 13<sup>th</sup> month (if any) of the Occupancy Term. If the Consumer Price Index shall no longer be published, then the index replacing same, respectively the index most closely corresponding to the index last published, shall apply.

If the usage relationship, including all extension options, lasts longer than five years, the rental fee increases from the beginning of the sixth year of the usage relationship - regardless of and in addition to the value adjustments that have occurred so far - by 30% of the rental fee last valid at the end of the fifth year of the usage relationship.

**3.2.** The security deposit shall be refunded to the Resident within one month after the Resident has properly moved out of the unit and returned same to DOHO MANAGEMENT; the Resident shall not be entitled to any minimum rate of interest. The cleaning fee of EUR 90.00 will be deducted from the security deposit. The Resident shall pay the expense of the cleaning of soiling, and of repair of wear and tear and/or damage in excess of normal wear and tear, caused by the Resident or third parties, for whose conduct the Resident shall be liable, culpably, in violation of the provisions of the Residence Agreement; DOHO MANAGEMENT may retain said expenses from the security deposit. In addition, DOHO MANAGEMENT shall be entitled but not obligated to cover any overdue rent from the security deposit.

If the security deposit is used or retained by reason of any default of Resident during the Occupancy Term, then the Resident shall forthwith restore the amount so used or applied. Until the security deposit has been restored to the agreed amount, all payments received shall be credited to the security deposit, and payments shall be credited to the rent only after the security deposit has been restored to the agreed amount.

#### **4. Occupancy Term/Delivery/Notice of Termination**

**4.1.** If the application provides for the start and a limitation of the user relationship and termination rights of the user, the start, the limitation and the termination rights apply in accordance with the application.

In the case of an unlimited usage relationship, this can be terminated with a notice period of six months on September 30 of each year. Any rights to terminate the contract in accordance with §§ 1117 or 1118 ABGB and in accordance with points 4.3. and 4.4. of this contract remain unaffected.

The unit shall be handed over to the Resident at the commencement of the Occupancy Term, by appointment with DOHO MANAGEMENT. If the first day of the Occupancy Term is not a business day (Monday - Friday), the unit shall be handed over on the following business day.

The Resident shall be entitled to possession of the unit only upon payment of the complete security deposit and the first monthly rent.

**4.2.** Even in the case of a limited usage relationship, DOHO MANAGEMENT can exercise on behalf of the owner all reasons for termination due to an unlimited contractual relationship, for which a certain

behavior of the user is a prerequisite (termination for an important reason). Statutory termination rights remain unaffected.

**4.3.** Regardless of the agreed Occupancy Term, DOHO MANAGEMENT shall be entitled to terminate the contractual relationship, as of the last day of a month upon giving 14 days' notice, by reason of the following important grounds:

- If the Resident uses the unit contrary to the terms of the Residence Agreement despite reminder, in particular in case of use contrary to the agreed purpose of use, and in case of accepting additional persons to the unit.
- In case the Resident continues any harmful or detrimental use of the unit despite the Resident having received a warning by DOHO MANAGEMENT with a reasonable period of grace; harmful or detrimental use shall include failure to maintain and/or clean the unit, or breaches of the House Rules, continued despite caution and setting of a reasonable period of grace; such conduct may constitute a ground for the immediate termination of the Residence Agreement without advance notice.

**4.4.** In particular in the following cases, DOHO MANAGEMENT shall be entitled to terminate the Residence Agreement - without prejudice to other statutory rights of termination - at any time with immediate effect, without advance notice:

- if the Resident is in arrears with the payment of the rent for longer than 14 days,
- in case of serious breaches of the House Rules,
- in case of serious harmful or detrimental use of the unit, or of furnishings of the Students' Residence, including at any event, change of the door lock and the removal of inventory, or
- if the Resident or third parties, for whose conduct the Resident is responsible, engage in grossly offensive or inconsiderate conduct, thereby spoiling peaceful cohabitation for other residents.

The Resident shall be responsible for the conduct of invited guests of the Resident and of others present in the unit or in the students' residence with the Resident's consent, to the same extent as for his own conduct.

**4.5.** DOHO MANAGEMENT reserves the right unilaterally to assign to the Resident another unit in the place of the unit originally made available, if such a change is objectively justified. The change shall be objectively justified in particular, if repair work must be carried out, or if the change is useful in order to ensure the peaceful cohabitation within the Students' Residence. DOHO MANAGEMENT in this regard shall consider the justified requests of a resident. If DOHO MANAGEMENT decides that the Resident shall be assigned a different unit, the Resident shall return his unit, and item 5 below shall apply by analogy.

**4.6.** The Resident shall comply with the provisions of the House Rules attached hereto and forming an integral part of the Residence Agreement, to ensure the peaceful and harmonious coexistence of residents. In addition, the Resident shall use the unit and the common facilities considerately.

The Resident shall comply with the directions of the staff of DOHO MANAGEMENT.

## 5. Moving out

Upon termination of the Residence Agreement, the unit shall be returned to DOHO MANAGEMENT at the latest on the last day of the Occupancy Term until at the latest 09:00 a.m. local time. If the last day of the Occupancy Term is not a business day (Monday - Friday), the unit shall be returned on the previous business day.

The specific move out date and time shall be agreed with DOHO MANAGEMENT at least 10 business days in advance. At the move out date, the unit shall be inspected, and the Resident shall return all keys and key buttons received. The unit must be prepared for inspection by the Resident's agreed move out time. The Resident's personal items must be packed or removed such that the unit's cleanliness and maintenance condition can be assessed.

The unit shall be returned after the removal of the personal goods of the Resident, cleaned and in good condition, taking into account wear and tear occurring with the agreed use. The Resident shall be liable for excessive use of the unit, and for damage thereto, in each case caused by his own culpable conduct or that of his invited guests or other third parties staying at the unit with the Resident's consent. If keys or key buttons are missing, DOHO MANAGEMENT shall be entitled to change the corresponding locks at the expense of the Resident.

If the Resident does not move out of the unit at the agreed move out time, or if the Resident's property has not been removed therefrom, then DOHO MANAGEMENT shall be entitled to open the unit and to dispose of the Resident's property at the expense of the Resident; further, if the Resident culpably does not move out of the unit at the agreed move out time or fails to remove his personal items, the Resident shall pay lump sum expenses in the amount of three monthly rents to DOHO MANAGEMENT.

## 6. Liability/Right of Amendment

**6.1.** In the absence of a contractual relationship between the parties and unless express representations were made by DOHO MANAGEMENT, DOHO MANAGEMENT shall not be subject to any liability with respect to the content of the website [www.donauhomes.at](http://www.donauhomes.at) (the "Platform"). DOHO MANAGEMENT accepts no obligation for the uninterrupted function or availability of the Platform and shall be entitled at any time to conduct service work causing an interruption of the Platform or may terminate the same.

**6.2.** The Resident shall be liable to DOHO MANAGEMENT for breaches of these Terms and Conditions and other provisions of the Residence Agreement, and for all losses caused illegally by the Resident in connection with the booking of units (e.g. phoney bookings and other abuse) and shall indemnify DOHO MANAGEMENT and hold same harmless.

**6.3.** DOHO MANAGEMENT reserves the right to amend these Terms and Conditions and the House Rules at any time; this right of amendment shall not apply to the main rights and obligations of each Party, the due date of payment obligations, or the Occupancy Term and the termination of the Residence Agreement. The Resident shall be informed of the amendment by e-mail. The amendment of the Terms and Conditions respectively of the House Rules shall be effective with respect to the Resident, if the Resident does not object to same in writing within 14 days after receipt of the notice of amendment. In the notice of amendment, DOHO MANAGEMENT shall inform the Resident of the consequences of the Resident's failure to react. In case the Resident objects to the amendment, the Terms and Conditions respectively the House Rules shall continue to apply with respect to the Resident without the amendment.

## 7. Miscellaneous Provisions

**7.1.** It is noted that DOHO MANAGEMENT operates the Students' Residence on the basis of a management contract with the Owners. The Resident agrees that this Residence Agreement may be assigned by the Owners to other persons or enterprises. If the Owners shall exercise this right, then it shall notify the Resident accordingly in writing; in such case, all rights and obligations of the Lessors'

Partnership in relation to the Residence Agreement, including those related to the security deposit, shall pass to the legal successor of the Owners.

**7.2.** The parties have not concluded any oral collateral agreements to this Agreement. Amendments of, and supplements to, this Agreement shall be in writing in order to be valid; even without a qualified electronic signature (§ 4 of the Austrian SVG), e-mails shall be considered to comply with the written form. The Parties may agree only in writing to change the requirement of the written form. All statements and notices of the Resident to DOHO MANAGEMENT shall be in writing in order to be valid and shall be forwarded primarily by e-mail. Each of the Parties shall advise, in writing or by e-mail, the respective other Party forthwith, at the latest however within 14 days, of changes of the name/business name, of the address, telephone number, e-mail address, and of any bank account or credit card numbers.

Any declarations of DOHO MANAGEMENT may be forwarded to the last postal address or e-mail address last notified by the Resident. Declarations shall be deemed received even if the Resident did not receive same by reason of the Resident not having informed DOHO MANAGEMENT of the change of the postal address or e-mail address last notified, and DOHO MANAGEMENT having sent declarations to one of the addresses last notified; this shall apply by analogy also to declarations sent to DOHO MANAGEMENT. Further, declarations forwarded to the Resident at the respective unit shall be deemed received by the Resident, so long as the Resident has not informed DOHO MANAGEMENT otherwise.

**7.3.** If individual provisions of the Residence Agreement shall be invalid or not enforceable, the validity of the remaining provisions of the Residence Agreement shall not be affected. Terms defined in the Application shall have the same meaning in these Terms and Conditions.

**7.4.** The exclusive venue for all disputes arising from the Residence Agreement or relating to its breach, its valid formation, its dissolution or nullity, shall be the court with subject matter jurisdiction and with local jurisdiction with respect to Vienna Donaustadt. Further, DOHO MANAGEMENT shall be entitled to resort to any other court having jurisdiction with respect to the Resident. This Agreement shall be subject to Austrian law with the exception of provisions referring to foreign law.

**7.5.** The Resident expressly consents to DOHO MANAGEMENT using personal data of the Resident, by way of electronic data processing, and manually. Such data include the first name and family name, title and academic degree, student registration number, address, date of birth, sex, payments, credits, balances, and arrears, as well as bank account numbers in case of direct debit authorization.

**7.6.** The Resident consents to the transmission of data from the said processing, over and above the legal requirement for money and payment transactions, to offices and institutions of the Austrian federation and the provinces, to the property owner, and, in an individual case on the basis of a special consent of the Resident, to a recipient exactly described by the Resident.

**7.7.** The Resident expressly consents to the use of his personal data for marketing purposes of DOHO MANAGEMENT, in particular also to the receipt of advertising material, including by e-mail (§ 107 Austrian Telecommunications Act 2003). The Resident may at any time revoke, by e-mail to [office@donauhomes.at](mailto:office@donauhomes.at), this consent to the use of personal data for own marketing purposes of DOHO MANAGEMENT, and to the receipt of advertising material from DOHO MANAGEMENT.

Annex:

./a House Rules

Version 17.2, May 18<sup>th</sup>, 2020