

International Student Residence of FH Kufstein Tirol
Salurnerstraße 26 abc // Salurnerstraße 30 (House D)
A-6330 Kufstein

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

Fachhochschul Errichtungs- und Betriebs GmbH

“International Student Residence” (ISR)

**Salurnerstraße 26 abc //
Salurnerstraße 30 (House D)
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	Common rooms	5
2.3	Events in the residence area	5
2.4	Noise avoidance/Quiet-time regulations	5
2.5	Residence place/Studios	5
2.6	Relocation	6
2.7	Visitors	6
2.8	Safety	7
2.9	Cleaning and facility	7
2.10	Washing machine/Dryer	7
2.11	Waste disposal	7
2.12	Internet access	8
2.13	Bicycles/Ski storage	8
2.14	Parking/Underground parking	8
2.15	Animals	8
2.16	Copy machine	8
2.17	Shops	8
2.18	Drinking water	9
3	CANCELLATION	9
3.1	Cancellation of the residence place by the user	9
3.2	Cancellation of the residence place by the ISR	9
4	MOVING OUT OF THE ISR – WHAT NEEDS TO BE DONE?	10
4.1	Returning the residence place	10
4.2	Repayment of the deposit	10
4.3	Deregistration according to the Registration Act	11
5	LEGAL MATTERS	11
5.1	Liability of Fachhochschul Errichtungs- und Betriebs GmbH	11
5.2	Liability of the renter and legal representative	11
5.3	Authorizations of ISR personnel	12
5.4	Fire safety regulations & general fire prevention measures	12
5.5	Conduct in case of fire	13
6	DEFINITION	13
6.1	Operator	13
6.2	Purpose	13
6.3	Administration and management	13
6.4	Principles of residence management	13
6.5	Granting of a residence place	14
6.6	Legal provisions	14
6.7	Information from residence management	14
6.8	Recognition of the residence statute	14

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.

As you move in, please report to residence management (ground floor House A) where you will receive a key and other information.

With the takeover of the studio, the renter is obligated to sign and return the takeover protocol and inventory list to residence management within 24 hours after moving in (mailbox in front of the office).

This is important since these documents are required for ascertaining and rectifying previous damages. The costs for repairing damages are deducted from the deposit when the renter moves out.

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 is to be immediately reported to residence management, and the costs for a replacement key are deducted from the deposit. Keys may not be given to other persons or copied. The user assumes full liability if disadvantages or damages 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 after moving in. A copy of the confirmation for the performed 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 1:00 PM. Documents for residence management can either be delivered to the mailbox in front of the administration office or sent via e-mail as a scan.

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

1.5 Mail/Mailboxes

Each studio has an assigned mailbox identified by the studio number. Mailboxes can be opened with a mailbox key, which will be handed out when you move in.

The mailboxes for Houses A and B are located at the main entrance on the right side, for House C at the side entrance on the ground floor and for House D at the main entrance towards the street.

We ask residents to ensure that the studio number is stated in full with the mailing address since mail delivery is otherwise not possible.

Packages, cash-on-delivery or registered letter mail are not accepted. The student residence operator is not liable for lost, damaged or stolen mail items.

1.6 Fees

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

An applicant who has been assigned a residence place must pay the full monthly settlement amount in advance at the latest by the 5th of each month without regard for the time of the actual usage of the usage fee. This applies to the entire contract period.

Withdrawals of monthly usage, parking and other fees by means of SEPA direct debiting are exclusively performed free of charge for the recipient. A different payment type is not possible.

Contracts within the year (contract periods of less than 12 months with the exception of extension contracts) represent a special form. We ask renters to pay 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

A deposit in the amount of € 500 is the liability amount for the usage fee and other fees, for cost reimbursements (e.g. damage compensation amounts, damages), loss of keys and cancellation fees for premature cancellation. The final cleaning in the amount of € 100 is also deducted from the deposit when the renter moves out.

The deposit is collected free of charge for the recipient by means of SEPA direct debiting on 01/31 (contract start 03/01) or 09/30. (contract start 10/01).

For contracts with a shortened term (less than 12 months), we ask the renter 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 exclusively be transferred to the account stated above.

1.8 Contract period

The usage contract is concluded for a duration of 12 months at the time of the initial move-in. The contract period is adjusted for the following academic year in case of contract extension. The deadline for submitting a contract extension is 03/31 of each year.

Special contracts have a shortened contract term of 5 months (1 semester) or 10 months (2 semesters).

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.

2 USEFUL INFORMATION ABOUT LIFE AT THE ISR

2.1 Smoking ban

A strict smoking ban is in effect in all areas of the ISR (Houses A, B, C and D), which also applies to e-cigarettes. Non-observance of the smoking ban results in the immediate cancellation of the usage contract.

2.2 Common rooms

Recreation rooms, the common kitchen in House A, common laundry rooms in Houses B, C and D and the bicycle and ski storage in the basement are available for residence activities.

Principally, all common rooms of the residence are available to all users in the same manner.

All users are obligated to treat the facilities of the common rooms with care and clean up after themselves (take out garbage, etc.)

Security services lock the common rooms at 11 PM at night, and the rooms can be independently opened and used again from 6 AM in the morning.

2.3 Events in the residence area

It is principally possible to hold events in the residence area 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 dedication purpose of the ISR. Furthermore, it must also be ensured that safety and fire safety regulations are observed and the acceptable noise level is not exceeded (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.

2.4 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 10:00 PM to 6:00 AM must especially 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.

2.5 Residence place/Studios

All studios in Houses A, B, C and D are regarded as residence places. The studio may only be used by the renter. Only renters may use the common rooms and laundry facilities, etc. Access to other people's rooms is only allowed with consent from the respective resident.

At the time of takeover of the residence place, the user declares that the residence place and furnishings are taken over in a good and proper condition insofar as no damage to the room is reported.

Exchanging furniture between individual residence places is not permitted. Furniture brought along by the resident must be independently removed again when moving out, and the room must be returned to its original condition. We do not store unwanted furniture for the renter. No structural changes may be performed in the studio (no mounting of shelves, nails in the walls, etc.).

No nails (or similar) in walls! Please only use adhesive tapes.

Household appliances and electronic devices for daily use (such as hairdryer, razer, 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.

The student residence provides mattresses and mattress protectors. Pillows and blankets can be rented if needed per semester according to the currently applicable price list of the ISR (while supplies last).

2.6 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; € 50.00 is deducted from the deposit in this case.

2.7 Visitors

Visitors may be received at the ISR from 06:00 AM to 11:00 PM with the express consent of the resident.

The resident must ensure that visitors conduct themselves according to the applicable regulations of the residence statute and 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 host. Visitors use these rooms at their own risk. ISR visitors may not use the laundry rooms.

Non-residents may not stay overnight at the residence. Violations constitute grounds for cancellation of the usage contract according to item VIII.

2.8 Safety

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

A security service locks all public rooms (lounges, rooftop terraces) at 11:00 PM at night. We also ask you to follow the instructions of security personnel.

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

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

2.9 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. 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 all floors of all houses. 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 AM - noon. Please contact residence management in case of urgent repairs.

2.10 Washing machine/Dryer

Laundry rooms with washing machines and dryers are located in the basement of Houses B, C and D. You will need 2 x 50 cents per wash or drying cycle. 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 and D. Please never leave the iron unsupervised and unplug it again after use.

Liability for lost or damaged clothing is not assumed.

2.11 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

underground parking area/cellar house A/B	for House A/B
at the passage to House D	for House C
in the basement waste room	for House D

2.12 Internet access

The ISR provides WLAN for mobile terminal devices, but is not liable in case of Internet outages. The resident can log in with the student account (personal identifier number), and Internet usage is restricted to residents.

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

The following is prohibited:

- 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 Fachhochschule Kufstein Tirol at ITsupport@fh-kufstein.ac.at or 05372/71819 888 in case of problems.

2.13 Bicycles/Ski storage

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

Free bicycle parking is available in all underground parking.

2.14 Parking/Underground parking

Parking on the street 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.

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

2.15 Animals

Bringing with and keeping animals in the ISR buildings is strictly prohibited with the exception of service and guide dogs for blind persons. These animals require an approval from residence management.

2.16 Copy machine

A copy machine is located in the common room of House A and can be used with the student card.

2.17 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.

2.18 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

The resident may only prematurely cancel the residence place or usage contract in writing at the end of the winter semester on the last day of the month (last possible cancellation date 11/30) according to the regulations of Section 12 of the Student Residence Act while adhering to a four-month cancellation period.

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
- Sickness

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 FH 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 by 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.

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 good time on the docket when the residence place is returned. Due to organizational reasons, the residence place must be cleared 7 business days prior to contract expiry.

Acceptance 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 docket. 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 is to be returned in accordance with the envisaged conditions of the usage contract in the state in which it was accepted; the residence must be cleared of personal movables and properly cleaned.

Omission or insufficient cleaning is recorded on the docket 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 is repaid to the account stated on the docket **one month after the end of the contract**. Foreign currency differences are to be carried 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 in order 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 in case users suffer damages in the house according to legal regulations. Damage incidents are to be immediately reported in writing to residence management as eligibility for the claim otherwise lapses.
- b) Liability for money, jewelry and other valuables is not assumed. It is the resident’s responsibility to properly store such items.
- c) Common rooms are used at one’s 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 damages and data losses on mobile terminal devices.
- e) Liability for property and financial damages 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 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.

5.3 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) Access to living quarters is to be granted to agents of Fachhochschul Errichtungs- und Betriebs GmbH and residence management after prior notification. An announcement prior to accessing the residence place is not required in case impending danger is to be averted, which also applies to preparatory and reworking time.
- d) ISR staff is authorized to deny unknown persons or persons with questionable authorization access to the ISR or expel these persons from the house until their affiliation has been verified (photo identification).
- e) Instructions and stipulations of agents 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.

5.4 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 the like. 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.

5.5 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 persons 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 of 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.fh-kufstein.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 the SEPA form or the 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 time period with the announcement.