

In accordance with § 6 of the Studierendenwerksgesetzes Baden-Württemberg (StWG) dated April 1, 2014 (GBl. p. 105) and in conjunction with § 5 of the by-laws of Studierendenwerk Heidelberg, the governing board of Studierendenwerk Heidelberg passed the following terms of use during his meeting on June 24, 2021:

Terms of Use
for the Student Dorms of Studierendenwerk Heidelberg
- Anstalt des öffentlichen Rechts -

With the acceptance into a student dorm the social requirements for studies, academic work and living together in a community are to be created. Providing housing in student dorms is therefore part of social assistance to the students by Studierendenwerk Heidelberg and represents an indirect public academic support.

§ 1 Eligibility for housing

1.1.a) Students of the following academic institutions are eligible to reside in the dorms operated by Studierendenwerk:

- Universität Heidelberg (University of Heidelberg)
- Pädagogische Hochschule Heidelberg (University of Education)
- Hochschule Heilbronn (Heilbronn University of Applied Sciences)
- Duale Hochschule Baden-Württemberg, Mosbach (Baden-Württemberg Cooperative State University)
- Duale Hochschule Baden-Württemberg, Heilbronn (Baden-Württemberg Cooperative State University)
- Hochschule für jüdische Studien
- Hochschule für Kirchenmusik
- Hochschule für Rechtspflege Schwetzingen

as well as already deregistered examinees of these institutions, if they can be held liable to pay fees within the framework of the contribution rules.

The eligibility for housing applies only to the dorms located in the city of the respective institution.

b) Student families or couples will lose their eligibility, if both partners no longer meet the requirements specified in § 1.1.a.

1.2 If a dorm is not fully utilized by the category of people listed under 1.1.a), students of other schools may be accepted as long as they pay the social contribution.

§ 2 Application and acceptance procedure

2.1. The application to be accepted into a student dorm is submitted in writing or online using the forms provided for that purpose. It may be submitted at the earliest nine months prior to the desired start of the rental agreement. The application becomes void six months after it has been received. It may, however, be extended for another six months prior to the expiration of this deadline.

2.2. The acceptance is generally granted based on the sequence in which the applications were received. In case the number of applications exceeds the number of available accommodations, the application will be added to a waiting list which will be relevant for the assignment of the vacated accommodations.

2.3. By way of derogation from item 2.2 prioritized consideration may be granted in case of hardship.

This may in particular be the case, if the following circumstances apply:

- Particularly difficult financial situation of the applicant and the relatives responsible for his/her financial

support due to continued low income or unduly high financial burdens through no fault of their own

- Unusual difficulties of students from abroad to obtain housing on the open market
- Physical disabilities as well as serious illnesses (at least 50 % reduction in earning capacity)
- Return to the place of study following a study-related stay abroad, internship or practical semester
- Allocation of a place to study as part of a succession procedure

If an applicant claims a hardship, he/she must document this by submitting relevant proof.

2.4. By way of derogation from item 2.2 an application shall receive subordinate consideration

- If a second degree is pursued and a professional degree has already been earned (except for consecutive courses of study)
- If the standard period of study has been exceeded
- If the age limit stipulated by BAföG has been exceeded

2.5. Applicants may be turned down

- If their rental contract in a dorm of Studierendenwerk Heidelberg was terminated
- If they turned down housing that was offered to them.

2.6. When deciding the application, race, ethnic background, gender, religion or conviction, disability, age or the applicant's sexual identity will not be taken into consideration except if the decision is appropriate and designed to counterbalance disadvantages that exist for these reasons.

If in accordance with 2.4 age represents a criterion, it is factually justified and appropriate with regards to the nature of the service.

When allocating accommodations, Studierendenwerk Heidelberg is, however, authorized to select applicants based on personal criteria to ensure the creation and maintenance of socially stable resident structures as well as balanced settlement structures and balanced economic, social and cultural conditions.

Dorms/floors or residential groups may be assigned so there is an even ratio between male and female students. Entire dorms, floors or residential groups may be also be occupied by members of the same sex.

2.7. The numerical ratio of the students of the institutions within the respective region will be adequately taken into account.

2.8. Short-term students from abroad are admitted as part of exchange, partnership and cooperation programs based on quota agreements with the respective institutions. The institutions are responsible for selecting the students.

§ 3 Period of residence

3.1. Generally, the period of residence is 6 semesters (basic period of residence); it may be extended or shortened in accordance with § 4. Periods of residence in other publicly subsidized student dorms shall be counted against the period of residence.

§ 4 Extension/shortening of the period of residence

4.1. For students with disabilities and/or chronically sick residents (proof required), as well as for students who reside in the dorms with minor children the period of residence may be extended by another 6 semesters upon written request.

4.2. Upon written request the period of residence may be extended:

- a) for elected spokespersons of dorms or residential areas as well as for the execution of approved charitable assignments in the dorm (if available in sufficient quantity),
- b) for the participation as elected student representatives in the bodies prescribed by law and the statutory bodies of Studierendenwerk, the institutions as well as the statutory bodies of the student council at the institutions,

in each case based on the duration of the activity.

If multiple tasks or assignments are taken on during a semester, an extension will only be granted for one of them.

- c) in justified and proven cases of hardship namely
 - in case of imminent final exams or if exams have to be retaken
 - in case of illness or another sudden event which would make moving out of the dorm unreasonable

by one semester, if there is no entitlement to an extension in accordance with item 4.2.a/b.

4.3. The extension period according to § 4.2 a) – c) shall not exceed a total of 6 semesters. The total period of residence (basic period of residence and all possible extensions) must not exceed 12 semesters in total.

4.4. The period of residence will be limited to less than 6 semesters:

- For short-term students who are accepted as part of quota agreements in accordance with § 2.8. to no more than 2 semesters. An extension of the period of residence as specified in § 4.1 - 4.3 is not possible.
- For those students who already reached the designated study period of their field of study.
- In the Europahäuser. It may, however, be extended for residents who are not foreign short-term students to the maximum permissible period of residence under the terms specified in § 4.2. §§ 3.2 and 4.1 shall remain unaffected.

§ 5 Spokespersons for dorms and residential areas

5.1. During a building meeting the residents of a dorm may elect a spokesperson.

The spokespersons of the dorms within a residential area may form a council which elects a spokesperson and up to two deputies to represent the residential area.

5.2. The spokespersons resp. their deputies represent the residents' interests towards Studierendenwerk and act as points-of-contact for Studierendenwerk and the residents. They convene dorm meetings resp. the council and play a part in the organization of voluntary charitable tasks as well as the resolution of conflicts within the dorm or the residential area.

5.3. At the beginning of the semester the dorm assembly resp. the council elect the spokesperson for the dorm resp. the residential area.

The term of the spokesperson for a dorm or a residential area is one semester; a re-election is permitted.

§ 6 Coming into force

As of July 01, 2021 the terms of use shall replace the terms of use dated January 31, 2020.