



Statute

for the Students' Halls
of the Katholische Hochschulgemeinde
der Diözese Linz (KHG)
(Catholic University Community)



2023

Preamble

„The Church with its structures has to reply specifically to the question arising from the large number of persons matriculated at the universities who are in need not only of the possibility to find board and lodging, but also of all those human values that stand for sympathy, understanding, dialogue and smooth integration in the new social framework. The students' halls must be able to appear as part of the services offered by the Church.“ (Pope John Paul II) ¹

In order to render this service specifically in the area of the Johannes Kepler University, the Linz University of Arts, the Anton Bruckner Private University, the Catholic Private University, the University of Education of the Diocese of Linz and the other universities in Linz and its environs, the Diocese of Linz established the Katholische Hochschulgemeinde (KHG) (KHG Statute, Linz Diocesan Gazette of 15/9/1971).

The KHG buildings are the centre of both university ministry and administration of the institutions of the Catholic University Community. Its institutions include the KHG chaplaincy centres in the Franz Jägerstätter Students' Hall, in the Petrinum International Students' Hall and in the Salesianum Students' Hall, the KHG Dining Hall in the Franz Jägerstätter Students' Hall and the 'Franz Jägerstätter', 'Petrinum International Students' Hall' and 'Salesianum Students' Hall' students' halls.

The following Statute shall serve to govern the requirements for dwelling in the students' halls of the Linz KHG.

1 Pope John Paul II, Speech „The Church in the University“ from the 8.3.1982, L'Osservatore Romano 14, 1982-04-02;



I Students' Halls Management Bases

1) Property-Law Bases and Lead

The body responsible for the students' halls shall be the Diocese of Linz. They shall be managed with due regard to both Art. 15 State Basic Law and ecclesiastical law.

The students' halls shall be a non-profit institution and not geared towards profit-making. They shall be financed by church and state subsidies, donations and other grants and by economic independent activity.

In administrative terms, the students' halls shall be assigned to the Area 7 – Finance and Administration of Diocesan Services of the Diocese of Linz, viz. the Department of Business Enterprises. The operations management of KHG Enterprise is led by the CEO.

2) Character of the Students' Halls

The Franz Jägerstätter Hall of Residence for Students shall be a

- hall of residence for 144 students of the universities and institution of higher education of Linz,
- dining hall for the students of the universities and institution of higher education of Linz,
- seat and centre of the university ministry and accordingly seat of the Linz Catholic University Community (University chaplaincies are to be a „centre for the proclamation of faith as well as extensive educational and social work“ 2.) and
- seat of the Linz Catholic University Youth (Katholische Hochschuljugend Linz) (KHJ)

The Petrinum International Students' Hall shall be a

- hall of residence for 81 students of the universities and universities of applied sciences of Linz and
- centre of university ministry at the Petrinum site (University chaplaincies are to be a „centre for the proclamation of faith as well as extensive educational and social work“ 3.).

The Salesianum Students' Hall shall be a

- hall of residence for 65 students of the universities and universities of applied sciences of Linz and
- centre of university ministry at the Salesianum site (University chaplaincies are to be a „centre for the proclamation of faith as well as extensive educational and social work“ 4.).

A dwelling space in the halls of the Katholische Hochchulgemeinde Linz (Catholic University



Community) shall not solely be intended to be a place to sleep and study, but shall likewise be the possibility and invitation to take an active part in the collective (religious, intellectual, sportive, sociable) life. An applicant for a hall space shall be expected not merely to have a positive attitude towards sociable life, but also to demonstrate commitment and interest in things beyond the direct studies, be it religious, cultural, social and/or sportive. The following joint Hall Statute shall apply to the KHG's students' halls under sect. 15 of the Students' Hall Act (SHA) of 15 May 1986, last amended by Federal Act, FLG I. – issued on 15 January 2019 – No. 15:

II Hall Administration Bases

1) Hall Lead

The management and administration of the students' hall shall be entrusted to the economic lead of the students' hall operations of the Katholische Hochschulgemeinde Linz (Catholic University Community). The head shall be assisted by full-time employees. The administration shall be governed by the principles of economic efficiency and economy. A cost-covering management of the students' hall is to be ensured. If the head is unable to attend, the lead's tasks shall be taken over by an operational deputy (office assistance of the hall lead at the site).

2) Hall Committee / Hall Executive Board

- (1) A hall committee shall be established for the continuous clarification of questions arising in the relationship between hall residents and hall administration. The hall committee shall be comprised of the following persons: the hall head acting as chair, the office assistance of the hall lead at the respective site (taking minutes), a pastoral employee of the KHG University Ministry and two elected hall spokespersons. Factual issues not resolvable here shall be addressed in an extended panel, whose members shall also include a representative of the Diocesan Services Area 7 Finance and Administration (hall board).
- (2) The hall committee's mission shall be, in particular, to mutually inform about matters governed by the Statute or the Hall Rules under the Student's Hall Act and to handle the hall representation's rights of consent and to be heard, as laid down by law. The tasks shall include all matters governed in sect. 8 "Hall Representation's Rights and Tasks" of the SHA.
- (3) The committee shall be convened by the hall head or, if the latter is unable to attend, by the operational deputy (office assistance of the hall lead at the site). It shall hold at least one meeting per semester. The hall board must be convened where this is requested by two committee members.
- (4) The committee shall have a quorum where one administration representative and at least one hall spokesperson are present. In this case, the principle of consensus shall apply.



The extended committee (board) shall have a majority quorum where at least four members are present.

3) Dwelling Period

- (1) The contract duration shall be governed by sect. 5a SHA.
- (2) The students' hall shall be available to students throughout the year. The regular dwelling year shall last from 1/9/ to 31/8/ of the following year.
- (3) The contract duration shall regularly cover the period from 1 September to the end of the dwelling year (31/8/). If the contract is not extended, it shall end as of 31 August, even without termination. Moves in and out of the students' hall shall be possible only on working days (Mo- Fr) during the office opening hours.
- (4) The regular dwelling time shall end, irrespective of the contract duration, two months after completion of the studies, as of the last day of the month. Exceptional regulations shall require an approval by the hall administration. In case of second degrees and doctoral programmes, an annual application for extension of the usage contract is to be directed to the hall committee.

4) Admission of Building Residents / Allocation of Rooms

- (1) The admission of students under sect. 4 Students' Hall Act shall be effected by the administration of the students' hall based on a written request. A legal entitlement to a hall space shall not exist. Consideration is to be given to quotas when allocating hall spaces and assigning rooms. A balanced quota between men and women is strived for. Furthermore, consideration is also given to a balanced quota between domestic and foreign students in order to ensure good integration.
- (2) Requests for a hall space may basically be filed at any time. Requests for a hall space for the academic year to come (winter semester) should have been received by the administration by 30 April. They shall then be part of the first allocation sequence at the beginning of May. The chronological order of receipt of the requests shall be of no significance on that allocation date. Hall space requests received later shall be continuously handled at regular intervals.
- (3) Hall spaces for hall residents already admitted shall basically be allocated for one year. The contracts for the academic year to come are each to be extended by 30 April. Contracts not extended by that date shall be deemed terminated as of the date of expiry. If the contract is extended, a transcript of records is to be furnished. As from May of each academic year, spaces becoming available shall no longer be firmly reallocated to have free capacities



for the main move-in date. Fixed-term guest contracts shall be allocated, however, up to the beginning of the next academic year.

- (4) Criteria for the allocation of free hall spaces shall be the social situation, the distance from the home town, the nature of the teaching facility (preference given to applicants of the universities and universities of applied sciences of Linz), the hall's dedication purpose as well as the regulations of sect. 11 SHA. If the students' hall cannot be utilised to capacity with students, remaining spaces may be allocated to guests (guest contracts), for which no board resolution shall be required.
- (5) Within 3 days after service of the usage contract, the contract is to be sent back to the administration and the bail is to be remitted. Where move-ins are agreed at short notice, the bail and the first monthly rent shall be due immediately and are to be paid in cash. An additional monthly rent may be collected as bail from residents not able to prove an Austrian bank account or from whose account the rent debiting had been rejected several times.
- (6) Unless any co-participation of the students is provided for in implementing provisions, the assignment of the hall spaces shall be incumbent upon the hall administration, with rooms to be allocated under objective and understandable regulations in any event. If hall staff needs to be accommodated, student rooms may be utilised to that end as well.
- (7) Only ascending changes of rooms (move to a higher room category) shall be possible. A change of room within the building is to be treated like a move-out and shall be subject to the room/space, the kitchen space and the key being properly handed over to the building administration. (For further regulations on changing rooms, see implementing provisions.) Furthermore, a final cleaning fee will be charged.

5) Study Record

- (1) The admission to the students' hall shall be subject to the presentation of an Austrian student permit or provision of the proper study record.
- (2) A transcript of records for a proper course of studies is to be presented by 15 March each academic year.

6) Usage Fee

- (1) The monthly usage fee shall each be fixed for one academic year under sect. 13 SHA, with it being deemed agreed that it may be increased during that period only to cover interim increases in tariffs, taxes and charges.



- (2) The amount of the monthly usage fee shall be fixed by the hall operator after prior information to the committee of the students' hall. (Any regulations for a continual updating of the hall price (indexation) shall likewise be subject to this responsibility.) The amount of the hall fee valid in the next academic year shall be communicated to the hall residents by 15 August at the latest.
- (3) The usage fee shall be paid in 12 monthly instalments. The monthly rents shall each be due in advance as of the first day of a month. (Any interim move-out in the summer months shall be excluded. Any interim surrender of the room by the hall resident to other students shall be subject to the hall administration's approval.) The rent has to be paid by debit order (SEPA direct debit).
- (4) Any IT and server services of administrators shall basically not be included in the hall's service package. They shall be additional services and shall be rendered either in an honorary capacity or, at the suggestion of the hall representation and following a resolution by the hall's plenary meeting, against payment and shall then also be separately charged to all users. In the latter case, the administration contributions shall be debited along with the usage fee.
- (5) The fee for using (any existing) washing machines and tumble dryers may be stipulated individually (payment solution) or across-the-board by a usage contribution for all residents. In the latter case, washing contributions shall be separately debited from the residents' accounts.

7) Hall Space and Common Rooms

- (1) A hall space as such shall be the room/space exclusively assigned to the student in the students' hall. In addition, this shall also include rooms intended for common use. The building's outdoor areas (terraces, green and garden areas) shall not be covered by the rental contract and shall be subject to special provisions for use (see also implementing provisions on the locations).
- (2) The hall resident shall be obliged to treat the furnishings of the hall space assigned to him/her and of the common rooms with care. (The damager shall be liable under item 11 of the Hall Statute.) Non-allocable damage in the dwelling units and damage in the building shall be charged to the unit residents or to all building residents. (Regarding this, see also the usage regulations or implementing provisions adopted on a case-by-case basis.)
- (3) A record is to be prepared with the building administration about the condition and any damage upon takeover and return of the hall space. Damage and shortages shall be charged; furniture and objects brought in are to be removed. The room or hall space is to be handed over in the same condition as it had been taken over. Any necessary reinstatement expenditure of the administration shall be charged to the hall resident having moved out.



- (4) Private furnishing objects may be brought in to the extent possible with the existing furnishings. No changes may be made to the firmly mounted furnishings without exception. The residents shall be liable (jointly for several spaces in the same dwelling unit) for the existence of the surrendered furniture and the structural condition.
- (5) Any reletting or surrender of the room to third parties shall be excluded. Exceptions for the summer months shall be subject to an assent by the hall administration.
- (6) **Cleaning:** The staff is to be granted access to the rooms for cleaning and disposal purposes as well as necessary repairs. The hall administration may access the dwelling rooms after prior notice. Prior notice before entering a hall space shall not be required to avert an immediately imminent danger. It shall be laid down under sect. 6(1)(2.) SHA that cleaning work, including the preliminary work and its monitoring, shall be carried out from 8 AM to 12 noon.
- (7) **Electrical appliances:** Computers (for study purposes), radio and TV sets as well as coffee makers may be set up and connected in the rooms. If the operation of radio/TV sets and other appliances requires a named authorisation from the GIS fee collection centre and an individual radio licence fee is charged, the relating fees are to be borne by the student. Connecting and operating hot plates, microwave ovens, refrigerators, air conditioners and fan heaters in the rooms shall not be permitted. Electrical appliances have to be connected in line with the provisions of the energy supply company (EVU). The user shall be liable for any damage.
- (8) **Range of services:** The range of services of the students' hall may be stipulated anew by the administration each year before the new hall contracts are signed. Regularly provided services may be claimed only to the extent that the provision of these services is not rendered impossible by sick leaves or absences of employees due to operating conditions.
- (9) **Smoking:** Smoking shall be prohibited throughout the building. Special smoking spaces shall be separately indicated in the implementing provisions of the students' halls.

8) Termination, Period of Notice and Move-Out

- (1) The regulations of sect. 12 SHA shall apply. Cessations of the tenancy shall be possible as of the end of the second calendar month following the day of termination.
- (2) The move-out must be performed in such good time that at least two full working days are available for the basic cleaning, repairs and corrections until the end of the tenancy. In case of any later move-out not agreed upon, the bail shall be retained. Any necessary extension shall at least result in a daily rate of 1/30 of the monthly rent. The condition of the room is to be checked before the move-out. The time of such check must be agreed with the hall administration (on working days daily between 9 and 11 AM).



9) Semester/Year Abroad

Where the hall space is to be maintained for any later move back into the hall, study-related semesters/years abroad shall be subject to an individual agreement with the administration. It shall be basically assumed that the hall space will be terminated during the stay abroad.

10) Hall Operator's Liability

- (1) The hall operator shall be liable towards the users for damage sustained by them in the building only under the statutory provisions. Unless the administration is advised of damage cases without delay, the claim shall forfeit.
- (2) Any liability for money, jewellery and other valuables shall not be accepted. It shall be assumed that every hall resident keeps his/her room closed during any absence or takes out an own insurance for its content.
- (3) Using the sports and common rooms/spaces shall be at one's own risk.
- (4) The hall operator shall not be liable towards the users for any damage resulting from force majeure or failures of the energy supply to the students' hall, which shall apply, in particular, to damage and data losses to EDP devices and IT systems. Any liability for consequential damage arising from non-foreseeable malfunctions shall not be accepted either.
- (5) The hall operator shall not be liable for the functioning of the networks and Internet access. Consequently, the resident may not claim any use of the network services and the hall operator shall not be obliged at all to provide access to the network.
- (6) The hall administration shall not accept any liability in connection with the handover and receipt of all mail items under the Austrian Postal Services Regulations by employees or hall residents.
- (7) Using the parking areas shall be at one's own risk in compliance with the respective car park regulations. Vehicles parked illegally may entail an action of trespass to the motor vehicle owner's detriment.

11) Hall Space User's Liability

- (1) Every user shall be liable for all damage caused through one's own fault and/or arising from non-compliance with the Hall Statute and the other hall regulations.
- (2) Every user has to pay a liability contribution of at least one monthly usage fee as bail for damage to the furnishings within 3 days after conclusion of the usage contract. In addition, the administration of the students' hall may also demand other collaterals, e.g. a bank guarantee, debit orders and the like, at any time.



- (3) The interest yield on the bails shall not be paid out and shall be used to remedy damage in the hall's public area whose causer(s) cannot be established. A separate bail for the keys handed over is to be paid in advance.
- (4) All users of the respective floor or construction wing or all hall residents shall be liable in equal parts for damage whose originator(s) cannot be established, meaning that the hall lead shall be authorised to make appropriate percentage deductions from the hall residents' posted bails for any damage to the generally accessible premises that exceed the normal degree of use. Unless repairs are carried out immediately, calculated damage amounts shall be allocated to a fund for repairs. Nature and scope of the damage establishment are to be assessed and determined by the hall administration.
- (5) The building administration is to be advised of any kind of harm or damage without delay.
- (6) The user shall bear responsibility for all network activities performed from his/her connection. Every user shall be responsible himself/herself for backing up own data.

12) Celebrations/Events

Internal parties and joint celebrations in the hall area (private circle of residents) shall be permitted in compliance with the safety and peace provisions authorised under fire police provisions. They are to be made public at least 8 days in advance and shall be subject to the administration's approval. Public or commercial events shall not be permitted.

13) Other Regulations

- (1) **Keys:** The user shall receive a room, a building and, where appropriate, a P.O. box key against a key deposit which is/are to be kept diligently. The key(s) shall remain owned by the students' hall. The administration is to be notified of the loss of any key without delay. In case of loss, a damage charge for recovery and a manipulation fee shall be collected before a new key is handed out. Duplicate keys shall be handed out against payment of a deposit only if the key is lost.
- (2) **Surrender of the room:** The residents shall be basically prohibited from accommodating or have non-hall persons lodge with them.
- (3) **Mail delivery:** mail shall be delivered into the letterboxes made available for each room near the building entrances. The residents shall receive a matching letterbox key. (If the key is lost, a fee for recovery and administrative expenditure shall be charged.) The hall administration shall not accept any liability in connection with the handover and receipt of all mail items



under the Austrian Postal Services Regulations by employees or hall residents. Parcel deliveries, COD parcels and the like shall usually not be received. The hall operator shall not accrue any kind of liabilities by any takeover and safekeeping of the parcels. A change-of-address order is to be placed upon move-out from the students' hall. Mail of non-hall residents shall be returned to the sender. Any delivery of mail shots (advertising) shall be excluded.

- (4) **Animals/weapons:** It shall be prohibited to keep animals in the students' building. Any kind of weapons must not be brought into the building.
- (5) **Nighttime peace:** The students' building adjoins to residential areas. The hall residents shall be required not to disturb the neighbours' nighttime peace. The noise in the students' hall is to be kept at room volume level out of deference to other students. Nighttime peace shall be from 10 PM to 7 AM. The outdoor and terrace areas may be used only until 10 PM.
- (6) **Visits:** Visits may be received. Visits in double bedrooms and in the dwelling units shall be subject to the consent of the other housemates. Visitors shall be permitted to access the common rooms and the kitchens only together with hall residents. Using the rooms shall be at one's own risk.
- (7) **Parties:** In case of in-building parties, restrictive measures have been provided for to ensure an orderly sequence and to protect the residents (e.g. closing of the floor kitchens during night-time hours etc.).
- (8) **Official compulsory registration:** The residents shall be personally obliged to register with the registration authorities when moving in or to deregister when moving out. A confirmation of deregistration of the authority shall be demanded before the bail is paid out.

14) Notes to the Rights and Obligations Laid Down in Other Legislations for the Operation of the Students' Hall

The residents of the students' hall undertake to observe the general provisions, ordinances and laws of the Federal Government, the State and the City of Linz. They shall include, in particular, the following:

- Registration Act
- Article VIII Introductory Act to the Administrative Procedures Acts
- Fire Protection Ordinance
- Fire Response Provisions



- Building Inspection and Fire Police Stipulations
- Labour Inspectorate Stipulations
- Local front door locking provisions
- Event holding legislations
- Students' Hall Act of 15 May 1986, last amended by Federal Act, FLG I. – issued on 15 January 2019 – No. 15
- Radio and TV Set Registration Requirement
- General Data Protection Regulation

15) Transitional Regulation

All existing implementing regulations shall become invalid upon entry into force of this new Hall Statute of 19/6/2023.

