



The State Government of Upper Bavaria hereby decrees:

The state-run Shared Accommodation Facilities for Male and Female Asylum Applicants and the Temporary Accommodation Facilities the Upper Bavaria Administrative District

Shall be governed by the following

House Rules:

1. Scope of application

These House Rules apply to all persons staying at the state-run Shared Accommodation Facilities for Male and Female Asylum Applicants and the Temporary Accommodation Facilities in the Upper Bavaria Administrative District.

Observation of these House Rules is mandatory both for the staff of the companies working in the buildings (especially the administrative staff, security firm, cleaning service, craftsmen) and the representatives of social welfare associations and volunteers.

The domiciliary rights applies to all buildings, notably the administration and supply buildings, the actual accommodation facilities, and the outdoor spaces owned by the Free State of Bavaria (hereinafter abbreviated to "facility").

Any special written instructions issued from time to time by the Government of Upper Bavaria shall take precedence over the House Rules. The House Rules shall be posted in well visible spots throughout all accommodation facilities. Where the House Rules are posted in multiple languages, the German language version shall be legally binding.

2. Operator, exercise of domiciliary rights

2.1 The operator of the building or facility is the Free State of Bavaria, represented by the Government of Upper Bavaria, Section 14.1. It therefore holds the domiciliary rights over the facility.

2.2 The right to exercise domiciliary rights over the facility has been conferred to the representatives of the facility's operator (hereinafter only referred to as "operator"), and to the administrative management, where applicable, acting on behalf of the operator, and to the security firm also acting on behalf of the operator and receiving its instructions from the administrative management. In case of doubt, the operator's decisions shall prevail over the administrative management's decisions, and the administrative management's decisions shall prevail over the security firm's decisions. The provisions of the House Rules are enforceable with immediate effect and may be enforced by way of administrative enforcement. In cases where sanctions were necessitated as a result of a resident's fault or the fault of other persons staying at the facility, the persons at fault shall be obliged to compensate for the damages and expenses incurred.

- 2.3 The right to delegate domiciliary rights to third parties is reserved strictly to the Presidium of the Government of Upper Bavaria, the Head of the Asylum/Central Aliens Department, the Area Manager, the Head of the Department for Subsequent Accommodation and the Heads of the Department for Shared Accommodation Facilities run by Service Providers and Shared Accommodation Facilities run by the Government of Upper Bavaria and Temporary Accommodation Facilities of the Government of Upper Bavaria, Department 14.1.
- 2.4 Exercising domiciliary rights means that people may be assigned certain rooms, people may be moved from one room to another, the rooms may be inspected (for details, please refer to Para. 8), access controls may be conducted, unauthorized persons may be expelled from the facility by physical force, or that certain persons may be prohibited from entering the facility, always in compliance with the principle of proportionality. Additional prohibitions and sanctions may be imposed to maintain safety and order and to preserve domestic peace. In addition, the operator or the administrative management (where possible, upon consultation with the operator) may order the security firm to exercise domiciliary rights.
- 2.5 When exercising the domiciliary rights, the operator, the administrative management, or the security firm may conduct access controls and search the residents and other persons, notably to check whether they are carrying prohibited items (see in particular Paras. 6.3 to 6.6, 18.4 to 18.6) and check their bags at the entrance to the facility and, in case of justified suspicion, even inside the facility. During these checks and searches, both a person's luggage and his or her outer clothing may be searched. Any such checks and searches require the prior consent of the person to be searched and will never be enforced by the operator, the administrative management, or the security firm. Any such checks and searches will always be conducted by persons of the same sex. Any such checks and searches will always be conducted in a manner respecting the searched person's sense of honour and always in compliance with the principle of proportionality. Persons carrying prohibited items who do not voluntarily hand them over or dispose of them or who do not agree to a search will be denied access to the facility. If necessary, the police will be called in. If necessary, the police will be called in.

3. Residents and persons entitled to stay at the facility

- 1.3 The persons accommodated at the facility (m/f/d) are either asylum applicants or other residents entitled to stay or stay for a short term on account of their status. Persons who are not permitted to stay or stay for a short term shall leave the facility immediately.
- 3.2 The residents and visitors (m/f/d) have a duty to show mutual consideration and respect for each other. They shall behave in such a way that neither their fellow residents nor the operator nor the facility's staff (in particular the administration management and the security firm) nor neighbours are ever endangered or harmed or harassed. The same applies to the facility's operator and its staff. Residents and visitors have a duty to follow the instructions received from the operator, the administrative management and the security firm, and unauthorized persons notably have a duty to leave the facility.
- 3.3 Violence in any form, whether psychological, physical or structural, must be avoided. Typical examples are notably violence against children (maltreatment, abuse, neglect), violence in marriages or partnerships, sexual violence, stalking, and harassment. It is prohibited to make discriminatory statements and/or actions based on origin, gender, religion, sexual orientation or sexual identity against residents, staff and volunteers.
- 3.4 At the request of the operator, the administrative management, the security firm or any other authorised representative separately authorised by the operator, the residents, visitors or other persons permitted to stay or stay for a short term must present their official identity documents (e. g., identity card, proof of arrival or temporary residence permit, short-term permit, or residence permit).

- 3.5 The facility's residents are generally permitted, or permitted for a short term, or in some cases even obliged to live at the Shared Accommodation Facility. Checks for the residents' presence will be conducted on a regular basis. If a resident is found to be absent from the facility for more than three (3) weeks without good cause being shown (e.g., hospitalisation), he/she will be booked out and the competent authorities will be notified. Reference is made to Para. 6.10.
- 3.6 Apart from the police, the fire department, customs and emergency medical services, only the facility's residents, the operator, the administrative management, people permanently employed at the facility (in particular service providers, refugee and integration counselors) as well as other non-profit organizations or volunteers approved by the operator and who provide support services (e. g., child care, recreational and educational offerings) shall be entitled to access the outdoor spaces and the generally accessible rooms.
- 3.7 Other visitors (e. g., relatives, volunteers, unless already covered by Para. 3.6) are not allowed to stay at the facility except with the permission of the operator, the administrative management, the security firm, or another representative who has been separately authorized by the operator. Further details are regulated in Para. 4. Persons rendering short-term services at the facility (especially craftsmen, suppliers, representatives of authorities) shall be granted access against proof of authorisation (e. g., purchase order, ID badge, consultation with the operator).
- 3.8 Under Section 20 of the Protection against Infection Act, all residents born after 31 December 1970 shall submit proof of vaccination against measles to the administrative management within four (4) weeks of moving in. The same applies to all persons born after 31 December 1970 who regularly (not only for a few days per year) and not only temporarily (not only for a few minutes, but over a longer period of time) render works & services at the facility, including volunteers, and who shall be required to submit proof of their vaccination against measles before starting their work.

4. Visitors

- 4.1 Visitors are only allowed to stay at the facility from 8.00 a.m. to 10.00 p.m. and normally only with the permission of the operator, the administrative management, the security firm or other representatives who have been separately authorized by the operator. In justified individual cases, exceptions may be made for the persons mentioned in sentence 1.
- 4.2 Permission for a visit may notably be refused or revoked if the visitor has been prohibited from entering the facility, or if the visitor has repeatedly violated the House Rules without being previously banned from the facility, or if there are other reasons jeopardising the safety and order in the facility.
- 4.3 The following special regulations apply to underage visitors:
- For underage visitors accompanied by a parent or legal guardian, there are no restrictions on the visiting hours mentioned in Para. 4.1.
 - Underage visitors who are under the age of six (6) will only be admitted to the facility in the company of a parent or legal guardian. The parent or legal guardian must remain present during the entire time of the visit.
 - Underage visitors who are over the age of six (6) but under the age of eighteen (18) may only visit the facility between 8.00 a.m. and 6.00 p.m. when not accompanied by a parent or legal guardian.
 - In justified individual cases, exceptions may be permitted for the persons mentioned in Paragraph 4.1.
- 4.4 All visitors shall comport themselves in such a manner as to not endanger, harm, or harass others. All visits to the facility will be at the visitor's own risk.

5. Overnight stays

- 5.1 Visitors to the facility are generally not allowed to spend the night (i.e., they are not allowed to stay at the facility later than 10.00 p.m.).
- 5.2 In exceptional cases, the operator, or the administrative management, or another authorised representative separately authorised by the operator may give its written permission to a substantiated request which must have been submitted at least one working day in advance. The visitor shall present such written permission at the request of the operator, the administrative management, the security firm, or the police as part of their duties, or at the request of any other representative separately authorised by the operator. Exceptions are typically made if:
- the resident and the visitor are first-degree or second-degree relatives,
 - the resident and the visitor are spouses or registered life companions, or
 - the resident has designated the visitor as a child carer during the resident's absence, for example during a hospital stay.
- 5.3 Permission may only be granted for a maximum period of three (3) days at a time. After a visitor's permission has expired, a new application must be submitted in accordance with Para. 5.2.
- 5.4 Visitors who spend the night without permission as defined in Para. 5.2 will be prohibited permanently from entering the facility. Exceptions will be made only in duly substantiated exceptional cases.

6. General provision

- 6.1 Sales agents, traders, peddlers, representatives of religious communities, associations or other organizations are not allowed to enter the facility for the purpose of concluding contracts, soliciting subscriptions, recruiting members, engaging in missionary activities or the like; the same applies to persons offering goods or services against payment of a fee or engaging in advertising activities. In case of violations a criminal complaint will be filed for trespassing.
Every resident is obliged to promptly report such persons to the operator or the administrative management.
- 6.2 Media representatives may only enter the facility for the purpose of public reporting and only with the permission of the Press Office of the Government of Upper Bavaria, Staff Office P1.
When taking photographs or making other recordings, media representatives must always respect the personality rights of all persons staying at the facility, especially their right to their own image.
- 6.3 It is generally prohibited to enter the facility with animals and/or to keep animals of any kind at the facility.
- 6.4 The possession of firearms of any kind as defined by Section 1 (2) of the German Gun Control Law (including gas guns and alarm guns) as well as the possession of toy guns or dangerous objects such as dangerous knives which can be used as weapons, is prohibited at the facility. Residents are prohibited from possessing defensive arms as defined by Section 16 (1) of the Bavarian Law on Assemblies and Processions (BayVersG). In cases where possession is not punishable by law, the items will be confiscated and disposed of. In cases where possession is punishable by law, the location where the items were found will be left as unchanged as possible (otherwise the items will be taken into temporary safe custody), the incident will be documented with the help witnesses (including residents), the police will be informed and all further measures will be left to the police, and criminal charges will be filed.

- 6.5 Since Annexes I to III of the German Narcotic Drugs Act and the Annex to the New Psychoactive Substances Act, as amended, prohibit the possession and use of addictive substances as well as the trafficking of these substances in Germany, and hence at the facility, the location where the substances were found will be left as unchanged as possible (otherwise the substances will be taken into temporary safe custody), the incident will be documented with the help witnesses (including residents), the police will be informed and all further measures will be left to the police, and criminal charges will be filed.
- 6.6 The possession and consumption of alcoholic beverages are prohibited to the residents of the facility. The prohibited items will be confiscated and disposed of.
- 6.7 All buildings of the facility are strict no-smoking areas (including hookahs and electronic cigarettes). This also applies to the areas in front of the windows. In the event of infringements, the smoking paraphernalia will be confiscated and disposed of. Smoking is permitted outside in the designated areas.
- 6.8 Any form of prostitution and the promotion thereof is prohibited.
- 6.9 The operator and/or the administrative management and the security firm must be promptly notified of:
- fire hazards, fires,
 - infectious diseases,
 - pest infestation,
 - Damages to and inside the buildings and to the facility furnishings,
 - any criminal acts committed at the facility, in particular theft, damage to property, infliction of bodily harm, threats, and of
 - any other significant incidents suggesting an imminent threat to safety and order, in particular planned criminal offences, discrimination on grounds of religious belief or sexual orientation, violence within the family, endangerment of the welfare of children, prostitution, and suicide attempts.

The administrative management and/or the security firm will immediately report these incidents to the operator and will initiate the requisite steps in case of imminent danger (by immediately notifying e.g. the police, the fire department and/or and emergency medical services and by initiating damage control).

- 6.10 In case of prolonged absences (of more than 3 days), residents shall notify the operator and/or the administrative management in good time of their departure, return, and whereabouts.
- 6.11 Lost property must be immediately handed over to the operator and/or the administrative management and kept in their safe custody.

7. Assignment and furnishings & equipment of the rooms

- 7.1 The rooms will be assigned by the operator and/or the administrative management as well as by the persons authorised by them in the individual case. The resident is not entitled to being assigned a specific room. The operator and/or the administrative management may, for organisational reasons -especially for capacity utilization and for reasons of public safety and order-, order the transfer of residents to other rooms within the facility or to another facility altogether. Such a transfer order must be obeyed by the resident. A transfer order does not require a separate justification. Residents may not change rooms without the prior consent of the operator and/or the administrative management.

- 7.2 Particularly vulnerable residents, which may in individual cases include women, families with small children or other persons requiring special protection, should be assigned a particularly suitable room, if possible in a separate building (wing or section) or on a different floor, upon consultation with the operator.
Medical aspects should be taken into account as much as possible.
- 7.3 The furnishings provided must be treated with care and must remain in the locations or rooms intended for this purpose. In case of damage or loss, the perpetrator of the damage shall be liable if he or she has caused the damage at least through negligence.
- 7.4 It is generally prohibited to put up additional furniture and/or electrical appliances. The operator and/or the administrative management may grant an exemption upon a resident's written and substantiated request. Neither the operator nor the administrative management will be liable for any items brought into the facility, except in cases of intent or gross negligence.
Permission to put up additional furniture and/or electrical appliances will be refused notably if
- the facility's occupancy capacity is impaired as a result,
 - the facility's fire safety is no longer guaranteed as a result of the additional furniture or electrical equipment, or
 - the furniture or electrical appliances pose a danger to the facility and/or its occupants (in particular, pest infestation, risk of injury).
- 7.5 If a resident has no permission for his/her additional furniture or electrical equipment and if such furniture or electrical equipment is not eligible for permission, the operator and/or the administrative management may decide on eviction. Items which pose an imminent danger to the facility and its residents (especially in case of pest infestation) and which are objectively worthless or which, based on a cost-benefit analysis, are not expected to yield any proceeds, will be disposed of immediately by the operator or the administrative management, at the owner's expense. The resident will be informed of such disposal in writing. The operator and/or the administrative management will keep the remaining removed items in storage for the resident for a maximum period of six (6) months, against payment of a fee, where applicable. The resident will be required to dispose of the items at his/her own expense within said deadline. Upon fruitless expiry of such deadline, the operator will make a final written request, granting a final deadline of another two (2) weeks. The written request will be deemed superfluous if the resident has disappeared, or is staying abroad and cannot be contacted at his/her new residence, or if his/her residence is unknown for other reasons. Upon fruitless expiry of such deadline, the operator will dispose of the items, subject to the payment of charges. If any proceeds remain after deduction of the expenses, these are to be returned to the entitled person(s). If no entitled person exists or cannot be found, the proceeds shall be deposited. The claim to return of the proceeds expires three (3) years after the end of the year during which the item was disposed of.
- 7.6 Unauthorized structural or technical modifications, e. g., to heating, plumbing, SAT, communication, and electrical systems are prohibited.
- 7.7 When moving out of the facility, the resident must return all items previously received, either to the operator or the administrative management. The only exception are items given to the resident for keeps or intended for his/her consumption. The room, in particular the bed and the locker, shall be handed over in clean and completely empty condition, apart from the items provided. Any items left behind will be removed from the room by the operator or the administrative management after the resident has moved out. In cases where possession is punishable by law, the location where the items were found will be left as unchanged as possible (otherwise the items will be taken into temporary safe custody), the incident will be documented with the help of witnesses (including residents), the

police will be informed and all further measures will be left to the police, and criminal charges will be filed.

Garbage and items which pose an imminent danger to the facility and its residents (especially in case of pest infestation) and which are objectively worthless or which, based on a cost-benefit analysis, are not expected to yield any proceeds, will be disposed of immediately by the operator or the administrative management, at the owner's expense. The resident will be informed of such disposal in writing. The written notification will be deemed superfluous if the resident has disappeared, or is staying abroad and cannot be contacted at his/her new residence, or if his/her residence is unknown for other reasons. The operator and/or the administrative management will keep all remaining items in storage for the resident for a maximum period of six (6) months, against payment of a fee, where applicable. The resident will be required to dispose of the furniture items at his/her own expense within said deadline. Upon fruitless expiry of such deadline, the operator will make a final written request, granting a final deadline of another two (2) weeks. The written request will be deemed superfluous if the resident has disappeared, or is staying abroad and cannot be contacted at his/her new residence, or if his/her residence is unknown for other reasons. Upon fruitless expiry of such deadline, the operator will dispose of the items, subject to the payment of charges. In all other respects, Clause 7.5 shall apply.

- 7.8 The resident is expected to take care of his or her own personal belongings. In case of loss or theft, neither the operator nor the administrative management will be liable, except in cases of intent or gross negligence.

8. Room checks

- 8.1 To ensure and maintain the facility's safety and order (and especially to perform occupancy checks, room checks, and hygiene checks, etc.), the operators and/or the administrative management and the security firm have a right to enter the residents' rooms, either on request or in accordance with previously scheduled appointments. The aforementioned persons, accompanied by persons from other agencies or organisations, if necessary, may also enter the rooms even in the residents' absence, if there is good cause to suspect
- immediate danger to the safety and order in the facility,
 - the need for urgent remedial of structural, technical, or hygienic defects, or
 - the need to expel unauthorised persons from the facility.
- 8.2 During the facility's general rest period from 10 p.m. until 6 a.m., entering the residents' rooms is only permitted in urgent cases.
- 8.3 Most importantly, a resident shall allow the aforementioned persons to have a look into his/her room. A resident shall allow access into his/her room if a matter cannot be handled in any other way.
- 8.4 The privacy of the residents must be respected and guaranteed as much as possible. A visit is usually announced by knocking on the resident's door, followed by a reasonable waiting period.
- 8.5 In case of a resident's culpable delay or obstruction of a room's inspection, the operator may demand compensation for the expenses incurred as a result of such delay or obstruction.

9. Maintenance of the rooms and the common areas

- 9.1 The residents have a duty to keep the building parts, furnishings and equipment clean and to handle them with care. The residents notably have a duty to clean their own rooms and the common areas and to regularly ventilate them (at least three times a day for at least five minutes, to prevent mould growth).

- 9.2 The front door, laundry room door and basement room door must kept closed at all times.
- 9.3 In the event of cold weather, the resident is obliged to take precautions to protect against damage from freezing. The stairwell, laundry room, toilet, bathroom, and room windows must be kept closed in case of snowfall, rain and storm. The obligation to close the windows applies mainly to the residents and users of the various buildings.
- 9.4 Residents are obliged to immediately notify the operator and/or administrative management of any damage to the building, rooms, common areas, or technical equipment and of any pest infestation.

10. General rest periods

- 10.1 General rest periods must be observed between 10.00 p.m. and 6.00 a.m. and again between 1.00 p.m. and 3.00 p.m. Noisy activities are prohibited throughout the entire facility during these rest periods.
- 10.2 Sounds, in particular from sound reproduction devices (in particular radios, loudspeakers and tape recorders) and television sets, record players as well as cell phones are to be kept at low volume even outside of the rest periods.
- 10.3 Meetings held in the rooms must not disturb the peace and quiet of the facility's other residents and neighbours.
- 10.4 Loud housework or other noisy activities must be limited from Mondays to Fridays between 8.00 a.m. and 1.00 p.m. and between 3.00 p.m. and 6.00 p.m. and on Saturdays between 8.00 a.m. and 12.00 noon. Loud housework or noisy activities are prohibited on Sundays and public holidays.

11. Waste disposal

- 11.1 Garbage and cigarette butts must be collected in the garbage cans and ashtrays provided for that purpose. It is especially prohibited to throw cigarette butts into the green areas.
- 11.2 Waste, packaging materials and the like must be separated and shredded, if necessary. It is prohibited to deposit garbage, glasses, or bottles next to the garbage containers or out of doors. Food waste must be disposed of immediately.
- 11.3 It is prohibited to use the drains of toilets, bathtubs, sinks and washbasins for waste disposal or to throw in potentially clogging items for any reasons. The perpetrator will be held liable for cleaning and any damages.
- 11.4 It is prohibited to store large and bulky waste inside the rooms or in the basement or hallways, or outside the rooms in front of the windows, or on the balconies.
- 11.4 Garbage must always be disposed of in garbage cans, even outside the facility and especially in its immediate vicinity.

12. Antennas, telephones

- 12.1 Extension or reconstruction work is prohibited without the operator's prior consent; it is notably prohibited to install roof and window antennas or satellite dishes. It is also forbidden to drill holes for cable ducts, especially in walls, window frames, or door frames.
- 12.2 Residents are not permitted to install their own telephone or Internet connections.

13. Signage

- 13.1 It is generally prohibited to post signs, leaflets, posters and other notices of any kind. This does not apply to notices posted by the operator, the administrative management, or the social welfare associations and volunteers working for the facility and offering their consulting services. The operator and/or the administrative management may grant an exemption upon a resident's written and substantiated request submitted at least three (3) working days in advance.
- 13.2 Graffiti, painting, spraying and scratching or any other kind of vandalism to the facility's buildings or objects prohibited.
- 13.3 Unauthorized removal and painting or painting over the facility's notices, signs, and information boards is prohibited.

14. Keys

- 14.1 Residents are handed over the keys to their room on hand-over of their room.
- 14.2 The resident will be held liable for all damages resulting from misuse or loss of the key if he or she has caused the damage at least through negligence.
The loss of keys must be reported immediately to the administration during business hours.
- 14.3 It is prohibited to share keys with third parties.
- 14.4 Residents are not allowed to tamper with the locks or any other of the security devices.
- 14.5 Upon moving out, the resident is obliged to hand over all keys associated with the room/apartment to the administration. If the resident fails to do so, the keys will be replaced at the resident's expense.
- 14.6 If the resident is locked out, he or she can contact the administrative management or the security firm during business hours. During the facility's unstaffed hours, the resident should independently contact a lock-and-key service at his/her own expense.

15. Water and electricity consumption

- 15.1 Any unnecessary consumption of water, electricity and heating must be avoided.
- 15.2 Water shut-off taps must remain accessible at all times if they are located in residents' rooms.

16. Washing and drying of laundry

- 16.1 Laundry may only be washed in the laundry rooms provided for that purpose. For drying, only the rooms and locations designated for this purpose and the equipment installed for this purpose may be used. It is notably prohibited to hang laundry to dry in the residents' rooms, on or in front of windows, on radiators, or in hallways.
- 16.2 The operator and/or the administrative management to not accept any liability for theft or damage of the laundry, except in cases of intent and gross negligence.
- 16.3 Defects in the washing machines and dryers must be reported immediately to the administration. Residents have a duty to handle the equipment with care and in accordance with the instructions.

17. Use of the community kitchen and the other kitchens provided by the operator

- 17.1 Every resident is obliged to keep the cooking area (hobs, work surfaces) clean. All hobs that were switched on must be switched off again.
It is prohibited to tamper with the knobs and timers.

17.2 It is prohibited to store food in the community kitchen. It is prohibited to lock the existing cupboards.

17.3 Cooking in the rooms is prohibited unless the room has been equipped with a kitchen by the operator.

18. Fire Safety

18.1 Residents have a duty to observe regulations by the fire authorities and the provisions of the fire protection regulations (see notice).

In case of fire, keep calm, press an alarm button to notify the fire department, inform the operator or the administrative management, or, if neither of them is available, immediately call the fire department (dial 112) and to seek shelter.

18.2 Emergency exits, escape routes and hallways must be kept clear and unobstructed at all times.

Fire protection doors must not be blocked by wedges or otherwise.

18.3 Existing fire detectors and smoke detectors must not be damaged, disassembled or tampered with (e. g., by removing batteries or taping over or covering the batteries). The misuse of emergency call equipment is punishable by law and will be reported; in addition, any costs incurred will be charged to the perpetrator.

18.4 It is specifically prohibited to install and/or operate additional heating and cooking appliances (e.g., powered or gas stoves), deep fryers, irons, or hair straighteners inside the rooms. Ironing is only permitted in the rooms designated for that purpose. It is prohibited to tamper with socket outlets or to use them with improper proper plugs. It is prohibited to overload the power lines.

Illegally installed and operated equipment will be confiscated and disposed of by the operator and/or the administrative management in accordance with Para. 7.5 or Para. 7.7.

Appliances posing a safety risk will be immediately disposed of at the former owner's expense.

18.5 The handling of open fire and light and the storage of highly inflammable substances and liquids is prohibited at the facility. This also applies to fireworks. In the event of infringements, the prohibited items will be confiscated and disposed of.

18.6 Any kind of barbecuing in and on the facility's premises is prohibited. In the event of infringements, the prohibited items will be confiscated and disposed of. The only exceptions may be permitted in case of official events, provided the organizer guarantees safe use and continuous supervision and agrees to accept liability on the residents' behalf. Neither the operator nor the administrative management will normally supervise or accept liability for barbecuing, except in cases of intent and gross negligence. The organizer of barbecue events will need the operator's written permission.

18.7 Reference is made to the prohibition of smoking set forth in Para. 6.7.

19. Parking and driving of motor vehicles

19.1 It is not allowed to park or drive motor vehicles on the facility's premises. On the other hand, the operator, the administrative management, the staff members and security firm, the police, fire department, customs and emergency medical services are allowed to drive on the premises and park on the premises to the extent necessary to fulfil their tasks and duties. Fire lanes must be kept clear and unobstructed at all times. Neither the operator nor the administrative management will accept liability for damage to motor vehicles, except in cases of intent and gross negligence.

The provisions of the German Road Traffic Regulations shall apply.

19.2 The storage of tyres, car spare parts, etc. is prohibited in and on the facility's premises unless such storage serves to maintain the facility or the operator.

19.3 In case of infringement, the operator or the administrative management may decide to remove the vehicle or the material at the owner's expense or arrange for its removal at the owner's expense.

20. Use of bicycles, baby pushchairs and other items

20.1 The use of bicycles, roller skates, skateboards, inline skates and the like on the facility's premises is only permitted in suitable areas and only in a manner safely ruling out any danger to persons or property. Neither the operator nor the administrative management will accept liability for damage to any of the foregoing items, except in cases of intent and gross negligence.

The provisions of the German Road Traffic Regulations shall apply.

20.2 The use of bicycles, roller skates, skateboards, inline skates and the like inside the facility's buildings is strictly prohibited.

20.3 It is strictly prohibited to park bicycles, baby pushchairs and other bulky items (boxes, bulky household effects in transit, shoe cupboards, clothes dryers, chairs, etc.) on sidewalks, in hallways, forecourts and in staircases is strictly prohibited.

Bicycles or baby pushchairs may only be parked in the designated areas provided for that purpose.

20.4 In case of infringement, the operator or the administrative management may decide to remove the bicycles, baby pushchairs and other bulky items at the owner's expense or arrange for its removal at the owner's expense.

21. Safety provisions

21.1 It is prohibited to climb the perimeter fence around the premises or the facility's roofs.

It is prohibited to throw items over the perimeter fence or to pass them through the perimeter fence.

It is prohibited to enter neighbouring properties without permission.

21.2 Parents are responsible for supervising their children and must ensure their children's compliance with the rules in the facility. They are liable for their children within the scope of the statutory provisions.

22. Infringements

22.1 In cases of infringements of the House Rules, the operator may temporarily prohibit the infringing resident from entering the facility, whereas in cases of persistent and severe infringements, the operator may permanently prohibit the infringing resident from entering the facility or even relocate that resident to a different facility altogether. In case of an infringement of Para. 18.4, the operator may block the socket outlet(s) in the infringing resident's room. If a resident carries prohibited items or refuses inspection at the entrance, the operator, the administrative management or the security firm may refuse access to that resident; unauthorised, heavily intoxicated or aggressive persons may be denied access to the facility or they may be temporarily expelled from the facility.

22.2 Especially in cases of non-compliance with orders to stay away from the facility, or the abuse of emergency calls (e. g., unnecessary tripping of fire alarms), damage of warning and prohibition signs, protective devices and rescue equipment (e. g., damage to fire alarms or fire extinguishers, blocking of fire doors) or damage to property (e. g., vandalism or damage to the safety seal of the fire extinguisher or tampering with the safety splint of

the fire extinguishers) the operator will file a criminal complaint and, if necessary, criminal charges.

23. Data privacy protection

Video recordings may be made of traffic areas in certain sectors of the facility. This is indicated by special signage. The video recordings serve to protect the people in the facility as well as the buildings, the items brought onto the premises, and the right to keep out trespassers while helping to preserve evidence, e.g. in cases of abuse of the fire detectors. The legislative basis applicable in this case is Art. 24 (1) Bavarian Data Protection Act (BayDSG). The recordings will be automatically deleted after two (2) months at the latest unless required for the defence of public safety, the prosecution of administrative offences or criminal offences, or the pursuit of legal claims. Questions about the right to information will be answered by the Head of Department 14.1 of the Government of Upper Bavaria, Hofmannstrasse 51, 81379 Munich. Questions about data privacy will be answered by the Data Protection Officer of the Government of Upper Bavaria, Maximilianstrasse 39, 80538 Munich.

24. Complaints

Complaints or questions should be addressed to the operator or the administrative management.

25. Validity

25.1 Should any of the provisions of these House Rules be or become ineffective, or should they contain a loophole, the effectiveness of the remaining provisions of these House Rules shall remain unaffected.

The ineffective provision shall be replaced and/or the loophole shall be filled with a legally admissible provision which as closely as possible approximates what the operator wanted or would have wanted in accordance with the purpose of these rules if it had been aware of the deficiency.

25.2 These House Rules shall apply with immediate effect. Earlier House Rules shall be hereby superseded and considered null and void.

Untergruber
Senior Executive Officer