

Terms of Use of the Learning and Communication Centre (LuK)

§1 Definition

1. The LuK (Learning and Communication Centre) consists of:

- (a) the multipurpose room on the ground floor,
- (b) the lounge on the ground floor,
- (c) the group learning rooms on the 1st floor,
- (d) the kicker room on the ground floor,
- (e) the kitchen on the ground floor (east wing),
- (f) the café on the ground floor (east wing),
- (g) the student repair room

in building A.

§2 Tenant

1. In general, students and TUHH staff can rent the LuK or parts of it.

2. External tenants can also be admitted and should have a connection to the university, i.e. a cultural or technical event and should have a connection to the TU or benefit for the TU, especially the students.

3. Only the lounge can be rented from external parties. Members of the TU may also be allowed to rent the multi-purpose room.

4. A tenant is considered external if the majority of the participating organizers are not members of the TU.

§3 Letting

1. In principle, the LuK is not available for teaching courses.

2. In case of overlapping booking requests, student groups are entitled to rent the LuK first, followed by the other TU members, then external tenants. If all groups are students in case of overlapping booking requests, they are required to find a solution by consensus. If no solution is found by them, the AStA decides on the allocation of space with a simple majority.

3. The allocation of rooms for regular events in the café, in the kitchen and at the Kicker room are as follows:

- 1) Before the beginning of each semester, student groups or students who are interested in booking the rooms regularly submit their desired times of use to the AStA.
- 2) The AStA then organizes a meeting of all these groups, at which the groups are to reach a consensus on the allocation of rooms.
- 3) If no consensus can be found, the AStA decides with a simple majority on the allocation of the rooms.
- 4) In the following the rooms can be booked for other events.

5) Booked events will only be overbooked with the express consent of the first tenant.

4. For the rental of the LuK the following classification is made and the following deposits and usage fees have to be paid to the AStA:

	Fee for the 1st day	Fee for every additional day	Deposit
Student event without admission fee for TUHH students	0,- €	0,- €	100,- €
Student event with admission fee for TUHH Students	100,- €	0,- €	100,- €
Events of non-student members of TUHH	300,- €	50,- €	100,- €
TUHH events for students	100,- €	10,- €	100,- €
Events of external persons/groups	500,- €	100,- €	100,- €

The room fee and, if applicable, the technology utilisation fee must be transferred to the AStA account after receipt of the invoice. The deposit must be paid in cash upon handover.

5. A technology usage fee es charged in the lounge as defined in „Terms of use for event technology in the LuK“ under the paragraph of „usage fees“.

6. §4.11 of the Rules of Procedure of the AStA with regard to the obligation of the Executive Board applies.

7. During the lecture-free period, the multi-purpose rooms and the lounge cannot be rented. Exceptions are only possible if an impairment of the learning process can be neglected.

8. The group study rooms on the 1st floor cannot usually be rented.

9. The café is not rented from Monday 7 a.m. to Friday 7 p.m. for closed events and is not rented for commercial use.

10. For individual evening events, rooms at the LuK can be booked from 12 noon on the same day at the earliest and until 12 noon on the following day at the latest. Exceptions must be authorised by the Infrastructure Department.

§4 Classification of events

1. "Student event" means an event at which the tenant is a student group.

2. If an event cannot be classified, the AStA board can determine an allocation by a simple majority or propose a special regulation to be decided in the AStA meeting.

3. In special cases, deviations can also be agreed for events that can be clearly assigned, for which the resolution of an AStA meeting is required.

4. "Regular events" are events that take place regularly, e.g. weekly or monthly. This regularity is also given if this series of events has to be interrupted due to exam periods, but is continued afterwards.

§5 Liability

1. Each tenant must appoint a responsible person, who is liable for the tenant in case of doubt.

2. Every tenant is basically liable for all damages in the LuK which occur during the rental period and must ensure that the gatekeepers / night watchmen are informed after the end of the event and that the rooms are closed if necessary. The deposit does not constitute a limitation of liability. The tenant must bear the full amount of any damage incurred; in addition, the deposit may be retained.

3. The deposit can also be withheld in case of soiling, but if a cleaning commissioned by the AStA exceeds the amount of the deposit, the organiser must bear all additional costs.

4. The organizer can also be held liable for damage to the event equipment even if he has not explicitly rented the equipment.

5. If the AStA decides to withhold the deposit or parts of it, it is obliged to justify this to the tenant in writing within 72 hours.

§6 Handover / Takeover

1. A handover (with inspection) takes place before and after each use. The first handover takes place at the earliest on the working day before the start of the rental period, the second at the latest on the working day after the end of the rental period. A protocol is to be kept for both handovers, which is to be signed by both parties. If the tenant takes over the rooms, the protocol must be signed before the beginning of the rental period.

2. An inspection can be waived if this is in agreement with the AStA and the tenant. Any damage to the LuK must be reported immediately to the AStA by mail (infrastruktur@asta.tuhh.de) or by telephone at the beginning of the rental period and documented.

3. For groups that use the premises permanently, a handover is necessary at the beginning and at the end of the permanent use, not for serial events; in addition a briefing takes place with a corresponding protocol; on request of the user group, a new briefing must take place promptly; in addition a one-time deposit must be paid; in accordance with §3.3. Permanent users must put the premises into a handoverable condition at the end of the serial events; in the event of multiple violations of this regulation, the right of use may be revoked, taking into account the proportionality of the measure.

4. The tenant is responsible for scheduling the handover and must contact the Infrastructure Department (infrastruktur@asta.tuhh.de) at least 14 days, or 28 days in the lecture-free period, before the start of the event. If no handover takes place, the event is not approved. If the event is nevertheless held, an additional fee of 70,- € will be charged. Furthermore, the AStA decides

on the withholding of the paid deposit, if necessary.

§7 Rental Object

1. When renting the lounge, the lounge furniture is part of the rental object
2. The event equipment must be rented separately, subject to special regulations.
3. When renting the kicker room, the kicker furniture is part of the rental object.
4. When renting the café, the café furniture is part of the rented object according to the inventory list.

§8 General provisions

1. In addition to the regulations listed here, all
 - (1) statutory regulations (e.g. ordinance on places of assembly)
 - (2) internal regulations (e.g. smoking ban)
 - (3) fire protection regulations (e.g. keeping escape routes free)
 - (4) other regulations

Violations can be punished, for example, by withholding the deposit.

2. For events with more than 200 persons, security must be provided by the organizer.
3. All objects must be handled with care.
4. To protect against noise, windows and doors are to be kept closed if necessary. Other TUHH members and the neighborhood are to be taken into consideration. Loud music is prohibited on the outdoor area on weekdays before 5 p.m. and always after 10 p.m.
5. The organizer agrees that his contact data together with the other event data (e.g. date, time, type of event) will be passed on to the guards or doorman of the TU and, if applicable, to the police.
6. Should individual provisions of these conditions be invalid or unenforceable or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.
7. The law for the protection of minors is displayed in the area of the counter.
8. The tenant is free to decorate the room for his own purposes, but care must be taken to ensure that larger materials at least comply with fire protection class B1. This must be verifiable upon request.
9. It is forbidden to attach decorations to the holders of technical equipment.
10. Safety concepts for events must be coordinated with the Occupational Safety, Environmental Protection and Health Protection service area.
11. It is forbidden to use adhesive tape or fabric tape or any other kind of adhesive material on walls, surfaces or floor.

12. Cleaning after the event is the responsibility of the tenant, cleaning equipment can be borrowed from the AStA and returned in a clean condition.

13. In the area in front of building A, driving and parking is only allowed on the paved areas and only for loading and unloading. Please do not park vehicles on the gritted area.

§9 Exceptions

1. The AStA decides on exceptions upon separate application by resolution.

2. Exceptions are to be recorded in writing and presented upon request.

AStA of the TUHH with the resolution of 15.11.2023