Guidelines for granting short-term and guaranteed loans from the funds of the Studierendenwerk Tübingen-Hohenheim

Note: This document is intended only as a translation aid. Please fill out the German form.

A. Principles

1. These guidelines are an integral part of the loan agreement concluded between the Studierendenwerk Tübingen-Hohenheim and the borrower. They are handed over to the borrower.

2. Short-term loans and guaranteed loans from the funds of the Studierendenwerk Tübingen-Hohenheim can only be granted to needy students of the following universities:
   - Eberhard Karls Universität Tübingen
   - Universität Hohenheim
   - Hochschule Reutlingen
   - Hochschule für Wirtschaft und Umwelt Nürtingen-Geislingen
   - Hochschule Albstadt-Sigmaringen
   - Hochschule für Forstwirtschaft Rottenburg
   - Staatliche Hochschule für Musik Trossingen
   - further institutions that have joined the Studierendenwerk Tübingen-Hohenheim for the purpose of social support and promotion of their students

Students enrolled at these universities are entitled to apply. However, there is no entitlement to a loan under these guidelines.

3. Needy in the sense of this agreement is anyone who, through no fault of their own, finds themselves in a temporary economic emergency situation and is no longer able to finance their living expenses during their studies.

   The loan is generally not intended as an acquisition loan. Only in cases of hardship can loans also be granted for necessary study materials (e.g. for the purchase of literature, hardware or for excursion costs).

4. A loan can only be approved if the level of education is such that a successful completion of studies can be expected within the standard period of study increased by four semesters - in the case of Bachelor's and Master's programs by two semesters each.
5. Loans are generally granted for living expenses during the course of study; approval is also possible for a maximum of two semesters in which studies are interrupted (e.g. due to illness or pregnancy).

6. The granting of loans is at the discretion of the Studierendenwerk Tübingen-Hohenheim based on these guidelines.

7. Students may not, in principle, take up more than two loans per training period from the Studierendenwerk Tübingen-Hohenheim. After receiving the first loan, a further loan can only be granted if the following conditions are met in addition to the actual loan requirements:
   - There are no more outstanding loan liabilities and
   - The other loans were repaid as agreed and on time.

8. A loan is not granted if the borrower has debts to the lender (e.g. rent debts).

9. The loan is granted interest-free if repaid in due time.

10. An administration fee is not charged for loans up to €400.00.
    
    For loans from an amount of €401.00 an administration fee of 4% is charged for the amount exceeding €400.00.

11. The borrower is obliged to inform the Studierendenwerk Tübingen-Hohenheim of any change of residence without being asked.

12. Foreign students are obliged to present the Studierendenwerk Tübingen-Hohenheim with proof of the duration of their residence permit. The duration of the residence entitlement must exceed the duration of the repayment.
B. **Guarantee**

1. The borrower is obliged to provide a guarantor to secure the loan. The guarantor must agree to assume the obligations arising from the loan agreement in full upon first demand by means of a directly enforceable guarantee.

   For the approval of a loan up to the amount of € 400.00 the security is not required.

2. The guarantor’s signature must be certified by a seal-bearing authority or confirmed by the legal advisor of the Studierendenwerk.

3. Guarantors are only recognized if they have their permanent residence in the Federal Republic of Germany.

   In the case of foreign nationals, proof of a residence permit that exceeds the duration of repayment is required. Proof of permanent residence in Germany must be evidenced by a registration certificate.

4. The guarantor, as a natural person, must have a regular income of at least the net amount of the parental allowance under the Federal Training Assistance Act (currently € 1,145.00) determined at the time of application.

   The income must be substantiated by appropriate evidence (e.g. salary statement). The guarantor may not be older than 65 years, a student himself, the borrower’s spouse or a debtor of the loan fund.

5. The guarantor is obliged to state his personal and financial circumstances truthfully in the declaration of guarantee.
c. Earmarking for specific purpose

The loan is intended exclusively for own, personally necessary expenses that are directly related to the study.

The borrower is obliged to use the loan exclusively for the following purposes.

The loan may not be used to repay existing liabilities, to support third parties or to settle other expenses not related to the studies.

Students with children may also use the loan for additional expenses due to their children, provided that other persons obliged to support them cannot be used for this.

D. Amount of the loan

The loans granted to a student may not exceed a total amount of € 1,200.00.

E. Submission of applications

The loan must be applied for in writing to the Studierendenwerk Tübingen-Hohenheim. The following documents must be submitted:

- Application for a loan from the funds of the Studierendenwerk with information on the financial emergency situation (Annex)
- Current enrollment certificate
- Current bank statement
- Identity Card or passport
- Certificate of residence (only for foreign students)
- Bank card (EC card) or other proof of bank account details
- Direct debit authorization via SEPA Direct Debit Mandate
F. Decision on applications and payment

1. The borrower will be informed of the decision orally or in writing.
   No appeal against the decision is possible.

2. The loan is paid out non-cash to the amount of the borrower.

G. Repayment and term

1. A loan agreement shall be concluded to secure the claims, which shall contain provisions on the payment modalities. These lending guidelines are part of the loan agreement.

2. Repayment of the loan shall be made by bank debit entry. The borrower shall issue a SEPA Direct Debit Mandate for the collection of the receivable upon conclusion of the loan agreement.

   The borrower shall bear the costs for unpaid direct debits.

3. The loan up to an amount of € 400.00 is to be repaid within 12 months from the date of disbursement in monthly instalments of at least € 50.00.

   The loan from an amount of 401.00 € is to be repaid within 24 months from the date of disbursement in monthly instalments of at least 100.00 € by direct debit.

4. Exceptional repayments can be made at any time.

5. Repayment of the loan must begin no later than four months after disbursement.

6. The loan is generally granted without interest rate.
7. The borrower is obliged to start repayment early if the place of study is changed, if he/she is excluded from studying at a university or if he/she completes, interrupts or discontinues his/her studies.

In such cases, the outstanding amount shall bear interest at the statutory default interest rate (§ 288 BGB). The interest on arrears is due immediately.

8. The entire amount of the loan is due for repayment immediately, whereby no special notice of termination is required if

- foreign students return to their country of origin or move abroad
- the borrower is in default with more than one monthly instalment
- the borrower has culpably provided false or incomplete information in the application.

In the event of early and immediate repayment, the outstanding amount shall bear interest at the statutory rate of default interest (§ 288 BGB). The interest on arrears is due immediately.

9. Dunning and collection costs for interest and repayment shall be borne by the borrower.

The reminder fee is € 6.00 for each reminder from the first reminder onwards.

The necessary documents were submitted and inspected.

Place, Date __________________________ Signature __________________________

(f. t. Studierendenwerk Tübingen-Hohenheim)