

Rental terms

I. General rental terms

II. House Rules

III. Fire Protection Regulations

IV. Behaviour in case of fire

V. Heating and airing

VI. Thermostatic valves

I. General rental terms

The area of responsibility of the Studentenwerk OstNiedersachsen covers the whole region of northeast Lower Saxony. The Studentenwerk supervises students of the universities and universities of applied sciences located at Braunschweig, Buxtehude, Clausthal-Zellerfeld, Hildesheim, Holzminden, Lüneburg, Salzgitter, Suderburg, Wolfenbüttel and Wolfsburg. The renting of the student housing complexes takes place considering that the tenant fulfils the conditions of residence entitlement of the housing complexes managed by the lessor. The tenant is obliged to present to the lessor an enrolment certificate for the current semester until the 15.10. or the 15.04. of the year, respectively.

If the tenant continues to fail these obligations after a warning with a deadline, the lessor shall be entitled to terminate the tenancy without previous notice due to good cause in accordance with § 543 (1) BGB.

In this case, the lessor is also entitled to an ordinary termination due to good cause.

1. TEMPORARY USE / ROTATION PRINCIPLE

The rented rooms are let to the tenant exclusively for temporary use for the special purposes of the studies. The characteristics of § 549 (3) BGB for the renting of student dormitories are applied.

The letting of rented rooms in a student dormitory represents an indirect state support. As there is only a limited number of places at the student dormitories, state-assisted living space should be provided to as many students as possible on a principle of rotation, the renting has a time limitation. As a rule, the tenancy ends at the date specified in the rental contract without the requirement of termination.

It is recalled, that according to § 549 (3) BGB for living space at the student dormitory, the §§ 557 – 561, 573, 573a, 573d (1), 575, 575a (1), 577 and 577a BGB do not apply.

2. RENT PAYMENT

The tenant is obliged to set up a bank giro- or a post giro account for the duration of the tenancy and to grant the lessor a revocable direct debit mandate in the form of a revocable SEPA Direct Debit Mandate that covers the amount of the respective due rental payment.

The tenant has to ensure that there is sufficient cover for the amounts that are going to be debited. The tenant is obliged to hand over the signed rental contract together with the direct debit mandate and the SEPA Direct Debit Mandate to the lessor.

The rent shall be debited monthly on the third working day of the month from the account stated by the tenant.

If the debit cannot be carried out, the tenant has to bear the resulting costs. The lessor is entitled to charge a general administration fee of 5.00 € for additional administrative expenses as well as for any further reminder. Bank retransfer fees are to be borne by the tenant.

All due one-time receivables arising from the tenancy (deposit, final cleaning, costs for bank retransfer, dunning costs, rent arrears) are to be transferred to the following account of the lessor at the

Bank für Sozialwirtschaft

Bank Code 251205 10

Account 74 85 402

IBAN DE40 2 512 0510 000 7 4854 02

BIC BFSWDE33HAN

stating the name and the person number of the tenant as intended purpose.

3. OPERATING ALLOWANCE

By payment of the monthly operating allowance, all expenses of the lessor for all operating costs are generally satisfied within the Regulation on Operating Costs.

The lessor shall be entitled to determine the flat rate by written deed poll anew, if the actual costs are higher than the costs which have been allocated so far. In case of a cost reduction, the lessor is entitled to reduce the flat rate.

The revised flat rate is due from the first of the month that follows the written deed poll.

4. DEPOSIT

Your deposit serves as a security for the Studentenwerk and does not bear interest.

After termination of the tenancy, the deposit will be set off against all receivables of the lessor from the tenant in regard to the tenancy. The deposit or the part of the deposit that has not been set off, respectively, will be transferred to an account stated by the tenant within 6 weeks after the termination of the rental contract. This claim will expire 6 months after the termination of the rental contract, if the deposit cannot be disbursed due to reasons for which the Studentenwerk is not accountable, e.g. because of missing bank details.

In case of overseas bank transfers, the lessor is entitled to deduct the resulting bank charges. For the duration of the tenancy, the tenant may not set off the deposit against receivables of the lessor.

5. HANDING OVER OF THE RENTAL OBJECT

The room/apartment will be at your disposal from 14 o'clock on the first day of the rental period. Please present your rental contract to the service assistant, she will hand out the key to your room / apartment. Don't forget to bring your personal documents in order to prove your identity. If you move into your room outside the working hours of our staff, your key will be deposited in a key safe, for which you will receive a corresponding code.

Check your room/apartment during the handing over in regard to any damages or complaints. You must report those not later than three working days after the handing over. If you fail to do so, the living space will be regarded as duly taken over.

Afterwards you cannot make any further claims that there have been damages or that parts of the inventory have been missing when you moved in.

If the commencement of the contract is a bank holiday, Saturday or Sunday, the handing over will take place the next working day.

6. KEYS

When moving in, the tenant will receive the necessary keys from the representative of the lessor. The tenant commits himself/herself to report the loss of a key given to him/her immediately. If the tenant has lost or damaged the key culpably, the tenant will bear the costs for procurement, exchange of the lock or replacement of the locking system.

When moving out, the tenant has to return all keys given to him/her to the representative of the lessor. This includes duplicate keys which have been made without the consent of the lessor.

7. DEFECTS OF THE RENTAL OBJECT

The tenant is obliged to report to the lessor any sources of danger or defects that exist at the time of moving in. If sources of danger or defects should occur during the rental period, they have to be reported immediately as well.

8. SUB-LETTING OF RENTED ROOMS TO THIRD PARTIES

Any subletting or transfer of use to third parties, all or part of, is prohibited without the consent of the lessor. That also counts for the acceptance of third parties into the rooms inhabited by the tenant. In case of contravention, the lessor is entitled to terminate the contract with immediate effect after a prior warning.

After prior written consent, the tenant is allowed to conclude a sublease contract for the semester break or another temporary absence of the tenant with a person who is entitled to residence and must be accepted by the lessor. If the tenant transfers the use to a third party, he will still be held responsible for any faults arising from the use of the rental object, even if the lessor granted the permission to the transfer of use.

In case of subleasing, the tenant must pay the lessor a flat charge of 25.00 € for the administrative expense.

9. LIABILITY AND SPECIFIC OBLIGATIONS OF THE TENANT

A tenant acts culpably if he/she fails to report a defect, particularly when the defect is clearly recognizable to everyone. In case of fault, the tenant will be obliged to pay compensation to the lessor for inventory items which have been lost or damaged during tenancy or upon termination of the tenancy. The tenant is obliged to keep the rental object free from vermin. If he/she culpably violates this obligation, he/she will be obliged to compensate the damage to the lessor.

The tenant is obliged to ensure that the rental object is sufficiently heated during the heating period (October until April), even during absence. If he/she culpably fails to do so and the rental object is damaged accordingly, he/she will be obliged to compensate the resulting damage to the lessor. If the tenant is absent for longer than 4 weeks, he/she will be obliged to ensure that he/she or a person authorized by him/her will let the water run for 5 minutes at every valve of the rental object in order to prevent the risk of the growth of legionella.

The tenant is liable to the lessor in regard to damages caused by the fact that the tenant does not return the rental object in time and the lessor thus cannot rent out the rental object in question.

10. USE OF THE COMMON ROOMS

The common rooms noted in the rental contract or otherwise left for joint use must be handled with care by the tenant. The use of common rooms and their inventory is only allowed to tenants, whose rooms are attributed to these. Visitors may only enter them together with the tenant. You are exclusively responsible for the cleaning of the rented and otherwise let rooms and inventory, as well as for the cleaning of common rooms like kitchens, TV- and sanitary rooms and corridors. The additionally hired cleaning companies only serve as a means of support. Please take care that the cleaning companies are not impeded in their work. When you have used common facilities, please make sure to leave them in a clean state. You should pay special attention to the hygiene of frozen food compartments/fridges and kitchen compartments and clean them regularly. If infestation with vermin should be noticed at the dormitory, you will be obliged to make the rooms accessible to the Studentenwerk so that the vermin can be eliminated as soon as possible. If you fail to meet your obligations, the Studentenwerk will take appropriate action and charge you with the costs.

11. ACCESS TO THE RENTAL OBJECT

In the following cases, the tenant is obliged to ensure that the lessor or his representatives have access to the rented rooms (rooms which are exclusively accessible to the tenant or a specific group of tenants/shared flats/corridors):

1. during normal working hours at appropriate intervals in order to review the condition of the rental object,
2. after prior notification in order to take water samples which are necessary according to the Drinking Water Ordinance or imposed by the issuing authority,
3. for the performance of works in the rented rooms (maintenance and repair and structural changes, correction of faults),
4. at all times for the prevention of danger to the lives or health of persons,

5. at all times for the prevention, search and removal of significant material damage or disturbance of residential peace,
6. after prior notification by the lessor for the purpose of further leasing,
7. after termination of the contract or if the end of the tenancy is near,
8. after appointment or prior notification on working days during normal working hours for the pre-inspection of the rental object before the date of return.

Generally, the lessor may only access the rented rooms with the consent of the tenant. The measure/inspection shall be notified at least 48 hours in advance unless there is a case of imminent danger. In case of foreseeable maintenance and repair, a notification shall take place at an earlier date than 48 hours before, i.e. at least 2 weeks in advance.

Only in case of imminent danger and of the Right of Self-redress according to 229 BGB, the lessor is entitled to access the rental object in the absence of the tenant and without his/her consent.

If the tenant refuses the access to the rental object or fails to be present at a notified date, the tenant is hereby made aware that as long as he/she will not be able to present significant reasons for his/her absence, he/she will be obliged to compensate the lessor for the resulting damage (e.g. additional travel expenses of craftsmen).

If the tenant cannot be present at the notified date and is not able to endow a representative, he/she will be given the opportunity to grant the lessor the access to the rental object in his/her absence. This permission must be submitted in written form and in due time.

Common rooms, corridors and other rooms which are accessible by visitors or third parties as well, may be entered by the lessor at all times without specific notification. The same applies to rooms that are not explicitly rented, but only permitted for joint use.

12. TERMINATION OF THE TENANCY ON THE PART OF THE TENANT

A regular termination of the tenant is only possible with semester contracts.

The tenancy shall be terminated orderly by 30.06./31.07. the latest for the summer semester or by 31.12./31.01. the latest for the winter semester.

Both in case of termination as in case of completion of the contract, the tenancy ends at 12.00 o'clock on the working day for which the termination has been declared or at which the contract ends, respectively.

A removal of the tenant's name from the university register does not entitle him/her to terminate the tenancy without prior notice, i.e. without a notice period. In this case the tenant has the option to terminate the tenancy orderly with a notice period of 6 weeks prior to the end of the month after presenting the document of deregistration.

13. TERMINATION OF THE TENANCY ON THE PART OF THE LESSOR

The lessor is entitled to terminate the tenancy with the tenant orderly and in written form by the 3rd working day of the calendar month to the month after the next without giving reasons (or if there are reasons for an extraordinary notice).

Furthermore, the lessor shall be entitled to terminate the tenancy before the expiry of the contract orderly and in written form, if

1. the entitlement to residence of the tenant will cease or the certificate of matriculation will not be presented despite the setting of a deadline,
2. if the lessor cannot reasonably be expected to continue the tenancy on grounds of significant or continuous violation of the contract on part of the tenant.

The termination of the tenancy shall be declared in written form at the latest by the 3rd working day of the calendar month to the month after the next.

The lessor shall be entitled to terminate the tenancy extraordinarily, if

1. the tenant will default his/her rental payment or significant parts of rental payment for 2 successive dates, whereby with living space a back rent is understood as more than one month's rent, or if he/she will default the rental payment within a period extending over more than 2 dates at an amount equaling the rental payments for 2 months,
2. the tenant will use the rented rooms contrary to the contract, especially if he/she will let the rental

- object partly or in whole to third parties without permission,
3. the tenant will repeatedly violate other contractual obligations despite warning,
 4. the tenant will violate the house rules and will continue this violation despite prior warning,
 5. the entitlement to residence will cease and the tenant will not produce his/her certificate of matriculation despite the setting of a deadline.

Furthermore, the legal grounds for giving extraordinary notice shall apply.

If the lessor has been entitled to terminate the tenancy without notice, the tenant will remain obliged to pay a user fee (beyond the date of the termination and beyond the date of the actual return), equalling the amount of the respective total rent for the rented rooms determined by the lessor.

This payment obligation remains until the future leasing of the rented rooms or the date of the termination of the tenancy according to the contract.

14. OBLIGATIONS OF THE CONTRACTING PARTIES UPON TERMINATION OF THE TENANCY

Upon termination of the tenancy, the tenant is obliged to clear the rental object completely of his/her items and to return it clean-swept as well as with the corresponding keys.

The tenant will be obliged to compensate all damages suffered by the lessor due to a failure to return rental object in time or appropriately, if the reason lies within his/her scope of responsibility.

Upon termination, the tenant is obliged to return the rented rooms containing the complete inventory.

The tenant is obliged to make a date for a pre-inspection with the responsible service assistant 6 weeks prior to the termination of the rental contract. The tenant has to comply with this pre-inspection. This room inspection is of mutual interest and meant as a preparation of the final acceptance and serves the determination of defects or damages or possibly necessary decorative repairs.

During the pre-inspection, the statements about the condition of the rental objects will be recorded. If there are damages or defects or if it is found out that decorative repairs will be necessary, the time until the completion of the rental contract will be the period to fulfil this obligation.

If the tenant has not carried out the necessary measures until the contractual date of return, the lessor will be entitled to carry them out himself or to have them carried out without the setting of a further deadline and may charge the costs to the tenant.

Upon the date of termination of the tenancy, there will be a return. The tenant is obliged to be present at this date or to assign a representative. The tenant commits to sign the return report.

The exact date of the return has to be coordinated with the service assistant at least one week before the date of termination.

The tenant will be obliged to compensate all costs/damages suffered by the lessor due to a belated return of the rental object, especially for costs which arise if it becomes necessary to find another accommodation for the future tenant determined by the lessor.

For the sake of regulation of mutual claims between tenant and lessor, the tenant commits to inform the lessor of his/her new address or alternatively of the address of his/her representative before he/she moves out.

15. CONSTRUCTIONAL CHANGES ON PART OF THE TENANT/LESSOR

The tenant has to accept the measures of the lessor which are serving the maintenance of the house and the rented rooms or which are necessary or functional for the averting of a danger. He/she has to keep the rooms in question accessible and must not impede the implementation of works.

The tenant must not carry out any constructional or other changes that exceed the contractual use of the rental object within the rented rooms or to the attached installations and facilities without the written consent of the lessor.

If he/she has made constructional changes, he/she as a rule will have to reverse those at the date of the return of the rental object and restore the original state.

16. DECORATIVE REPAIRS

The lessor undertakes the decorative repairs. If decorative repairs are necessary during the rental period, the tenant shall have to grant the lessor access to the rental object in order to have the repairs carried out and has to accept them. The tenant is referred to point 11 (ACCESS TO THE RENTAL OBJECT).

17. PARKING OF BICYCLES AND VEHICLES

The tenant is obliged to use exclusively the provided spaces to park motor vehicles, motorcycles or bicycles (parking spaces, bike cellar).

The parking of constantly non-used vehicles or vehicles not registered by the police on the premises of the lessor or in the housing complexes is generally not permitted. Vehicles or bikes which have been parked nonetheless may be removed at the owner's expense after prior request for removal.

The repair of motor vehicles on the premises of the lessor or in direct vicinity which disturbs other people is not permitted. Especially those works are prohibited, which lead to environmental pollution (e.g. changing of oil).

18. PETS

With the exception of small animals (ornamental birds, ornamental fish, hamsters, turtles, etc.), the tenant may only keep pets with the consent of the lessor. The consent shall be revoked or refused, if the other inhabitants or neighbours are bothered by the animals or if the tenants or the premises might be affected.

19. FURTHER AGREEMENTS

If singular provisions of the rental contract or the general rental terms are ineffective, the remaining provisions shall remain valid. A substitute provision to reach the same economic and legal success, counts as having been agreed upon within the legal limits.

Further agreements shall only become effective, if they are put in writing and signed by the tenant and the lessor.

The tenant gives his/her consent that his/her personal data are included in the files administered by the lessor and used for internal purposes. No data will be given to third parties as long as legal provisions do not allow a communication.

II. House Rules

1. In order to make the cohabitation within the dormitory as harmonious as possible, all inhabitants should show consideration for each other. Disturbing noises must be avoided in particular. Please keep the peace at night. In Germany, it is set at the time from 22:00 o'clock until 6:00 o'clock. Smoking is not allowed in jointly used rooms.
2. Please handle the buildings, inventory, installations and joint facilities with the utmost care and consideration. The fixing of posters, pictures and stickers, banners, letterings etc. is only allowed with the permission of the Studentenwerk.
3. Please remember to shut doors and windows properly in case that there is a storm ahead and you want to leave your room/apartment.
4. Keep your personal belongings and your valuables carefully locked up, as the Studentenwerk won't be liable in case of loss. Please check, whether a household insurance of your own might make sense.
5. You should be economical with water, electricity, hot water and thermal energy.
6. If you leave your room/apartment for a longer time, we recommend that you will turn down the heating and shut the windows.
7. Please keep the front door and the storey door/entrance door always closed due to security reasons. Keep the key safe by all means. If you have lost your key nonetheless, please inform the service assistant or a representative of the lessor immediately. The lock installed by the Studentenwerk may not be replaced by another one.
8. You are exclusively responsible for the cleaning of the rented and otherwise let rooms and inventory.
9. WCs are not rubbish chutes, do not pour fat in the sink and the basin – avoid clogging due to misuse. Remove dirt rims in toilets and showers immediately after every use.
10. For the washing and drying of your laundry there are devices at the joint facilities which you may use for a fee. In order to prevent moisture damages and mildew in the student room, please make use of the provided drying room to dry your laundry. Unfortunately, we cannot permit the installation of washing machines in the rooms or residential groups. The use of the washing- and drying devices at the joint facilities is only allowed to the inhabitants of the dormitory in question.
11. External antennas may not be installed.
12. Use only the existing roads and pathways. Do not create trails of your own.
13. The flat roofs may not be accessed under any circumstances. The insulation could be damaged and the roof could start to leak.
14. Keep the escape routes free. The use of the fire escapes is only allowed in case of emergency.

III. Fire Protection Regulations (FPR)

A General Provisions

Purpose and scope of application

1. The Fire Protection Regulations supplement the house rules as well as other fire protection instructions. They apply
 - to all buildings and premises of the Studentenwerk and
 - to all persons staying there, without regard to their legal relationship with the Studentenwerk (persons affected).
2. The purpose of the FPR is the prevention of injury to persons and damage to property caused by fire (preventative fire protection) and to achieve that in case of fire, all affected persons will act in such a way, that injury to persons and damage to property will be kept as minor as possible.
3. The FPR shall be applied by analogy to other emergencies, as far as there are no special provisions.

B Preventative fire protection

Enlistment of experts

The local building authorities of the Studentenwerk are responsible for questions concerning matters of fire protection.

Obligations

1. Every person concerned is obliged to inform himself/herself about
 - how to react in case of fire,
 - which escape routes and alarms can be found at the respective location,
 - where there are fire extinguishers and how they are to be operated.
2. Ineffective or damaged fire protection devices (extinguishing connections, extinguishing showers, alarms, signs) must be reported to the building authorities immediately, so that any defects may be repaired.

Constructional fire protection

1. Access roads and ways may not be blocked or constricted by parked vehicles.
2. Access doors and emergency exits have to be kept clear at all times and it shall be possible to open them while there are people present.
3. Fire- and smoke compartment doors must be kept closed at all times. They may not be locked while there are people present.
4. Without the consent of the Studentenwerk, there must not (even temporarily) be placed any objects which are combustible or obstruct the escape routes.

Dealing with fire and fire devices

1. When working with open flame, e.g. gas cooker, or when doing cutting- and grinding work (flying sparks), special precautions against the outbreak of fire (e.g. providing fire extinguisher and fire blanket) must be taken.
2. Matches and tobacco ash residues may only be disposed of in ashtrays or other non-flammable containers, which are appropriate for ash residues.
3. The use of immersion heaters is prohibited due to risk of fire.
4. In heating rooms, oil-storages or garages with no-smoking signs, smoking is forbidden.

Obligations in case of the outbreak of a fire

1. Everybody has to provide all assistance possible without hesitation. The notes of the notice "Behaviour in case of emergency" have to be observed.
2. All persons who have left the building shall stay close to the main entrance so that
 - witnesses can be heard in regard to the cause and the extent of the source of fire,
 - it can be checked whether anybody is missing,
3. The recovery of property may only begin, if human lives will not be put at risk and the rescue measures will not be impeded.

Management of the rescue measures

1. Before the arrival of the fire brigade, the managing director or another employee of the Studentenwerk, who knows the location, is in charge of the rescue measures on the merits of the case (presence, location and the extent of the fire).
2. After the fire brigade has arrived, it will take over the charge. The instructions of the fire brigade must be followed.

IV. Behaviour in case of fire

Upon moving into the housing unit, you should make sure you know the location of extinguishing- and safety devices. If despite all precautions a fire breaks out, please follow the advice of the fire brigade stated below:

1. If you leave your burning flat, close the door behind you! Thus, you enclose the fire and secure the escape route for you and others.
2. If you can access the phone or have already brought yourself to safety: alert the fire brigade using Emergency Call 112.
3. Only use safe escape routes. The stairs are the safest one. Do not use the elevator to leave the building! It could get stuck for whatever reason. Warn your housemates on the way out. Have you ever thought about the means of escape that you have?
4. Your escape route is obstructed (e.g. due to dense smoke in the corridor or stairwell)? Stay inside your flat. Keep the door shut. Go to a window (if possible, one that faces the street) and call for help or wave, so that you will be noticed.
5. Wait for the arrival of the fire brigade. Follow its instructions. Do not jump out of the window in case of danger and never expect that a rescue net will be employed. The height of a multi-storey building makes the use of such devices impossible. It would be fatal to try. Do not get impatient. Your housemates might be in greater trouble than you.
6. Assist the fire brigade. It will need your knowledge of people and location!
7. If you notice a fire, even when you are not affected, please alert the fire brigade. Do not count on others! Maybe your call will save a human life.

V. Heating and airing

Protection from health risks and constructional damage

1. As student rooms serve as living room, study and bedroom at the same time and only have a limited size, airing in combination with sufficient heating is especially important. Thus, please air and heat your rooms appropriately.
2. Ensure appropriate heating even for those rooms that you do not use regularly or for which you prefer lower temperatures.
3. The temperature of the inner surfaces of the outer walls should not fall below 17°C. That is why you should not place your pieces of furniture too close to the wall, especially those with closed pedestals.
4. The heat dissipation of radiators should not be impeded by a covering or long curtains.
5. If there are problems like mildew, moist wall patches or mould stains at your flat, these will be warning signs. Aquariums, evaporation jars for the radiators and a great number of potted plants increase the humidity significantly, especially in small rooms. Here, caution is required.
6. Please pay particular attention to the airing of the room. It does not only exchange stale air with fresh air, but serves strongly to eliminate vaporous water as well, which can easily, depending on the size of the flat and the frequency of use, amount up to 10, 20 or more litres per day.
7. By airing, heating energy gets lost, which has to be accepted for the sake of healthy room-climate conditions and for the protection of the building. The loss should be kept to as little as possible, still the air exchange should be sufficient. Accordingly, please open the doors and windows widely. After 5 to 10 minutes, the stale and humid air of the rooms will be exchanged with fresh air. Please avoid the slamming of windows and doors due to draughts, though! This could result in the breakage of glass and danger through shards.
8. Every continuous airing by opening or tilting the windows just slightly costs disproportionately more energy and should be avoided during the heating period.
9. Nowadays, due to the sealing of all joints and cracks, a singular (even longer) daily airing is generally not sufficient any more. Depending on the use, the 'rush airing' described above has to be repeated up to three times a day.
10. With thermostatic valves for radiators, the opening and closing of the valve takes place automatically. If the windows are open during the heating period, the thermostatic valves open up and release heating energy, which escapes from the window aperture. Accordingly, please do not leave your window tilted continuously.
11. It is advisable to vent out huge amounts of water vapour, which are released by e.g. showering and cooking in a relatively short time, immediately. You should distribute it within the whole flat by leaving the doors open.

VI. Thermostatic valves

The thermostatic valves of the radiators are meant to contribute to saving energy and to keeping the room temperature at a constant level.

Please try out the most convenient setting of the thermostatic valve. Generally, it can be found between the numbers 2 – 4 of the scale. If you manage with a lower setting, you will save more energy, accordingly.

If the living space is heated by solar radiation, kitchen equipment or other external energy, the thermostatic valve closes automatically. Due to that reason, the thermostatic valve should not be shifted manually, as it re-opens automatically, when the room temperature is dropping.

In case of longer absence, like weekends or holidays, please reset to '1'. Your living space will be heated only a little, but the radiator cannot freeze.

From 23.00 o'clock on, the night-time reduction of the central heating system starts. That means, that only little water will be pumped through the heating system and the radiators will slowly cool down. Accordingly, it does not make sense to open the thermostatic valve any further, as not enough additional energy will be delivered.