

# HOUSING SERVICE REGULATION: TERMS AND CONDITIONS

## Art. 1 – GENERAL DISPOSITIONS

1. In application and according to the Regional Law of the 7th April 1998 n°8, art.25, ESU – ARDSU of Verona provides the management and the functioning of the housing service.
2. The current regulation disciplines the housing use conditions and defines the assignees' obligations and rights.
3. The annual public competition is published according to the 3° paragraph, art. 25, Regional Law of the 7th April in 1998 n°8, as well as The Annual Plan of Implement Operations of the University Studying in the present academic year. It identifies the real estate ruled by the current regulation.
4. Personal data acquired in the range of the procedural managing of the housing service are treated according to the dictated in the decree of the 30th June in 2003,n° 196.
5. The Price List Conditions exposed are those in force during the approval of the present rules. The ESU – ARDSU can modify them according to any new resolution assumed by the Regional Council.

## Art. 2 – SLEEPING ACCOMMODATION REQUEST

1. For sleeping accommodation managed by ESU – ARDSU the access is gained through a public competition according to the Regional Council's dispositions which are determined every year.
2. For scholarship recipients, the allocation period lasts 10 months. The rent price is withheld from the scholarship.
3. Residual sleeping accommodations, according to the Regional Law of the 7th April 1998 n°8, are available for students with "no-requisites" fare. The allocation period lasts 10 months. Just in case of residual sleeping accommodation, ESU – ARDSU can allow shorter period to students with "no-requisites" fare, only through written and justified application.
4. ESU – ARDSU can extend the allocation period during summertime to the students that will make a written and justified request before March 31<sup>st</sup>, or the first next non-festive day.
5. The ESU – ARDSU, with the assignment of the sleeping accommodation, supplies the basic furniture (excluding tableware and bedding – sheets, pillow case, blankets and towels). Any furniture, different from what is supplied, could be authorized under a specific application to present to the ESU – ARDSU office.

## Art. 3 – OUTER USERS

1. Once the sleeping accommodation has been assigned, as the art. 2 states, residual sleeping accommodations will be able to be used to an "outer users" fare, as the regulation set by the Chief Officer states and/or employed for ESU – ARDSU's institutional/operational needs.

## Art. 4 – ELIGIBLE STUDENTS ALLOCATION

1. The annual public competition indicates the time limit until which the applicant can present the sleeping accommodation application form as well as the time limit until which ESU – ARDSU will approve and, consequently, publish the list indicating the assignee students. The list will be exposed in the notice-board of ESU – ARDSU office. (Via dell' Artigliere, 9 – 37129 Verona)
2. Beside the possibility to recourse against the assignment measure, according to procedures provided for law, in case of contention, the re-examination request must be advanced to ESU – ARDSU office within the date specified in the annual advertisement.
3. Eligible students who are already recipients of the sleeping accommodation have the right to hold it with a previous request, that must be advanced to the ESU – ARDSU office within the time limit indicated in the annual advertisement, and a verification stating that the student kept all the necessary allocation requisites.
4. The priority ratio by which sleeping accommodations are assigned, is the following one:
  - a) "eligible students" with confirmation request;
  - b) "eligible students" from the new public competition;
  - c) "outer competition" waiting for the confirmation;
  - d) new request made by "outer competition";Residual sleeping accommodations for (c) and (d) categories are assigned only after the assignation to (a) and (b) categories.

## Art. 5 – DOCUMENTS FOR THE ALLOCATION OF THE SLEEPING ACCOMMODATION

1. In order to gain access in the accommodation, the assignee has to produce the following documents, with exclusion as punishment:
  - a) a copy of a valid Identity Document. Extra-UE students will also have to show their Residence permit and an official letter which certifies the assignation of the scholarship or other forms of assistance provided by their home countries or by the Italian Government;
  - b) A document certifying the residence of the home-town, accurately translated if presented by foreign student. As alternative, it's accepted a self-certification;
  - c) A copy of the "National Insurance number";
  - d) Two identical card-photos;
  - e) A self-certification about psychophysical attitude for the cohabitation in human society;
  - f) FOR ALL ASSIGNEES: the original receipt of the key money payment (210,00 Euro) reporting the student's name and surname. The reason for the payment is : "CAUZIONE". All fees and commissions are for remitter's account;
  - g) FOR "NO-REQUISITES" ASSIGNEES: besides the key money payment, "no-requisites" assignees have to bring the original receipt of the first allocation instalment. The reason of the payment is: "allocation: assignee's name, surname".
2. The assignee has to subscribe the sleeping accommodations acceptance form, the sleeping accommodations allocation form containing the stock inventory, a subscribed copy of the current rules, as well as the additional dispositions determined by the ESU - ARDSU.

## Art. 6 – PAYMENTS

1. The assignee commits himself to correspond to the ESU - ARDSU the security, the fee covering the whole allocation period, besides possible balances. All fees and commissions are for remitter's account. All payments reporting wrong data must be re-effectuated. The responsibility to get back the wrong payment depends on the remitter.
2. Fee amounts are published on the annual advertisement. They are determined according to the criteria individuated by the Regional Council's Annual Plan of Implement Operations of the University Studying.
3. The fee for sleeping accommodations assignee is determined during the approbation of the definitive list and according to the assignee's requisites. (beneficiary eligible bursar, no-beneficiary eligible bursar, no-requisites assignee)
4. Procedure for fee payments according to different conditions:
  - a) "NO-REQUISITES ASSIGNEES":
    - first instalment (1st October – 28th February): concerning 5 monthly instalment in integral fee. The assignee has to present the original payment receipt to ESU – ARDSU office during the subscription of the acceptation.
    - second instalment (1<sup>st</sup> March – the expiration is indicated in the annual advertisement) concerning 5 monthly instalments in integral fees. "No-requisites" assignee has to present the original payment receipt to ESU – ARDSU office within the 15<sup>th</sup> March.
  - b) BENEFICIARY ELIGIBLE ASSIGNEE: the fee amount for the sleeping accommodation, determined by the Regional Council, will be hold from the scholarship. In case of payment of a non-due fee, the assignee can be refunded through a balance. Students who benefit of other scholarship have to pay the same amount of "beneficiary eligible assignee", directly on ESU – ARDSU's current account within the 15<sup>th</sup> February.
  - c) NO-BENEFICIARY ELIGIBLE RECIPIENTS: they will have to pay 10 monthly instalment on "beneficiary eligible" fee, within the 15<sup>th</sup> February.
  - d) FRESH-MEN ASSIGNEE: for fresh-men students waiting for the verification for the necessary exam-credits to reach within August or November, l' ESU – ARDSU is able to choose if either the assignee has to pay the "beneficiary eligible" fee or to give back the security after the verification for the credits. Whether the assignee doesn't reach the owed credits, scholarship will be overturned and the resolutions established by the Regional Council will be applied.
5. BALANCE: The assignee has to pay further owed amounts within 15 days from ESU – ARDSU's written request. The payment must be effectuated through a banker's transfer, reporting the following reason: "Balance: name, surname". The payment must be effectuated through the procedure indicated in the current regulation.
6. DELAYED PAYMENT:
  - a) Payments effectuated after the expiration terms and up to the 30<sup>th</sup> day from it, if not motivated and authorized by ESU – ARDSU, determine an increase in charging of 26,00 Euro;
  - b) after the deadline indicated in letter a), whether the delayed payment is not grounded or allowed by ESU – ARDSU, the latter hold the key money and revoke the sleeping accommodation;
7. The minimum owed payment for fraction of period corresponds to half a monthly rate.

8. Paid fees aren't refundable. Only in case of "office's relocation", paragraph 13, art. 8, the amount can be either balanced or refunded; whether the relocation is claimed by the assignee the amount is only balanced.
9. Any paid surplus exceeding the due fee up to €20,00 isn't refunded.
10. KEY MONEY RESTITUTION:
  - a) The whole key money amount is given back after a positive feedback of the habitation inspection made by ESU – ARDSU;
  - b) The key money amount is reduced if the assignee has to pay any sums to ESU – ARDSU for damages caused in the habitation;
  - c) the restitution of the key money takes place after the expiration of the contract and through the procedure established by ESU – ARDSU.

#### **Art. 7 – SLEEPING ACCOMMODATION RELEASE**

1. The assignees have to release the sleeping accommodation within 10.00 o'clock a.m. of the last day indicated in the acceptance form. The sleeping accommodation and common rooms must be clean and empty of personal belongings in order to allow the entrance of other assignees.
2. The assignee has to communicate the release date through a written request 15 days before the release.
3. The reservation of the final inspection is compulsory. Whether the assignee doesn't present the release request or doesn't cash in the key money within 30 days from the date indicated in the restitution form, ESU – ARDSU applies the current terms of prescriptions.
4. The keys of the rooms, of the apartment or of the residence must be delivered at the porter's lodge or at ESU – ARDSU offices at the moment of the sleeping accommodation release. In case of loss of the keys, the assignee will have to supply for a new copy. The responsible of the office will take care of the delivery of the new copy charging the amount of money to the assignee.
5. The assignees that foresee to get their degree before 31st July:
  - a) Within the 31st December one can apply for the resolution in advance of the contract at the 28th February (for which has already paid the key money and the first instalment ) In this case one doesn't pay the second one;
  - b) In case one doesn't enforce point a) for the post-degree period, you have to pay "outer users" fee, from the first day of the next month after your graduation date to the end of July, and to have to pay to ESU – ARDSU also the fee difference. If you are a final-year student that have already paid tuition fee for the next academic year you don't have to follow point b) indications. If you are a final-year student beneficiary of half scholarship you have to pay for the whole period the "beneficiary scholar" fee.)

#### **Art. 8 – USING OF SLEEPING ACCOMODATION, ACCOMODATION AND COMMON ROOMS**

1. The assignee commits himself to use assets and buildings with the ordinary diligence and carefulness. The assignee is in any case forced to respect the prescriptions communicated by ESU – ARDSU.
2. The assignee is responsible for damages caused to the buildings and assets. In this case the assignee will refund the amount of the repairing costs within 15 days after ESU – ARDSU notification. The payment will be executed as art. 6 sets, reporting name and surname and the reason "DANNI per..."
3. The assignee, jointly with other assignees, is responsible for the damages of the common spaces into the building (furniture, equipments, halls, corridors, stairs, recreational spaces etc.), as the art. 1588 of the Civil Code states.
4. The assignee has to pay also the repair costs for the extraordinary maintenance for damages directly or indirectly caused, related to the own sleeping accommodation and to the common places and to pay jointly for the unidentifiable damages.
5. Any failure to the equipments, that could be prejudicial for the building, has to be signalled quickly and directly to Ufficio Relazioni con il Pubblico (URP) c/o ESU – ARDSU Verona. Only in case of failures to the equipments that can be dangerous for people or buildings, occurring when ESU – ARDSU offices are closed, the assignee has to signal the failure with maximum urgency.
6. Inside of any room, without exclusion, it is forbidden to smoke, as art. 51, legge 3/2003 sets. The rule - breakers will be sanctioned as above mentioned art. 51, legge 3/2003 sets.
7. The assignees annually appoint a person responsible for their residence floor, according to ESU – ARDSU modality. The person responsible coordinate the assignee behaviour and the use of common places to guarantee the respect of this article and also to schedule the program of cleaning turn of the common places. All defaults and cleaning costs of common places for which it's not possible to identify the responsible have to be paid jointly by the assignees.
8. The assignee has also to clean his sleeping accommodation, bathroom, and the common spaces inside the accommodation. All defaults and cleaning costs of common places have to be paid by the assignee.

9. All the abuses of the utilities ( electricity, water, gas, heating, etc.) and/or all the violations and bad uses of the equipments, will be wholly paid by the assignees. Within 15 days from ESU – ARDSU notification the assignee will have to pay the value of the costs that exceed the ordinary costs. The deposit will have to be done as the art. 6 states, indicating name and surname of the student with the causal “MAGGIORI CONSUMI..” (on the average price of an apartment).
10. The assignee commits himself to use the sleeping accommodation for the whole period indicated in the acceptance form and to inform ,in writing, “Ufficio Alloggi” in case of long absences(more than 30 days absence for instance for vacations, festivities).
11. The ESU – ARDSU can close the common kitchens and/or other common places in case the assignees use them with carelessness and with no regard for the hygienic conditions of them.
12. The ESU – ARDSU of Verona is not considered responsible for accidents, losses, thefts or damages of personal belongings, including money, traveller cheques, credit cards, charge cards, recharge cards, etc.
13. In case of need, ESU – ARDSU has the power to execute a compulsory displacement to another accommodation.

## **Art. 9 – DUTIES AND PROHIBITIONS**

1. The assignees and his guests, beside obeying the in-force rules, are held to observe the current rules for a good cohabitation, with respect and tolerance, avoiding every reason of disturbing and bothering to other assignees.
2. The assignee has to:
  - preserve the hygienic/sanitary condition of his sleeping accommodation and of the common places according to the rules and notices;
  - do promptly the required physical examinations and to inform us about possible infectious disease;
  - inform the Ufficio Alloggi’s manager regarding on possible personal discomfort situation in the cohabitation;
  - act towards ESU – ARDSU employees with correctness and in a way that doesn’t weight on ESU- ARDSU activity.
3. It’s compulsory to:
  - follow all the dispositions given to the assignee together with the current regulation;
  - take part in informative meetings hosted by ESU – ARDSU managers;
  - read the security manual and take part in fire drills.
4. It’s forbidden:
  - every behaviour or personal initiative that could bring bothering, including parties, noises, and nuisances for instance a bad use of television and radio;
  - to introduce and/or use furniture or equipment other than what is already equipped( sofas, wardrobes, televisions, computers etc..) with the exception of those expressly authorized in advanced by the ESU - ARDSU;
  - to exchange the sleeping accommodation neither with other assignees in the same building or in the same accommodation without a previous ESU – ARDSU authorization;
  - to make over , even for free, or to sublet, even temporarily, the sleeping accommodation to third party.
5. To host temporarily extraneous persons you have to use the proper form “outer users”.
6. ESU – ARDSU is not held responsible for damages caused to the recipient himself or to third party for forbidden behaviours by the current rules and civil and prudent behaviour.

## **Art. 10 - VISITS**

1. The assignee can host visitors in the accommodation from 8.00 am to 11.00 pm as long as respecting the rules behaviours of the current regulation.
2. For people that visits the assignees is permitted to get in the common spaces and in the hosting assignee accommodation only in the presence of the latter and only if the other assignees agree.
3. The assignee is responsible for the damages brought by the visitors and their behaviours if adverse to the current rules.
4. The visitor, when required, has to declare his personal information to the ESU – ARDSU employees, giving compulsorily to them a copy of an ID that will be kept till the end of the visit.

#### **Art. 11 – VIOLATIONS OF THE CURRENT RULES**

1. In case of violations of the current rules, the assignee has to pay the damages caused to ESU – ARDSU or third party, ESU – ARDSU can take the following measure: made a written warning, made a relocation to other accommodation, revoke the allocation.
2. The written warning measures and the relocation to other accommodation measure are taken on by ESU – ARDSU manager.
3. The allocation revoke of the sleeping accommodation is disposed by ESU – ARDSU director, according to the following art. 12.

#### **Art. 12 – ALLOCATION REVOKE**

1. The sleeping accommodation is revoked in the following cases:
  - a) Omission of the fee's payment, as the art. 6. sets and/or omission of other compulsory amounts' payment;
  - b) Making over , even for free, or subletting, the sleeping accommodation to third party;
  - c) Non authorized hospitality to third party outside the allowed hours;
  - d) Non authorized meetings or parties and gatherings on balconies;
  - e) Situations of hygienic deterioration after repeatedly ESU – ARDSU written warnings;
  - f) Missed utilization of the sleeping accommodations for a whole month in absence of serious and proved causes( assignee illness or relative illness, studying periods in other universities either foreign ones or Italians , academic research in other cities, regions or country etc);
  - g) Assignment of sleeping accommodation based on false declarations;
  - h) Behaviours against to the public order;
  - i) Unfair behaviours towards ESU – ARDSU employees or ways that would weight down ESU- ARDSU activity;
  - j) reproduction, duplication or borrowing of the accommodation keys to let the access to the building, apartment and/or assigned room.
2. The repeal procedure get started with the communication justified to the addressee by recorded delivery. The addressee has 7 weekdays from the communication receipt for eventual protests. After that time and once the disputes have been checked the ESU – ARDSU Chief Executive disposes the filing of the procedure or the revoke of the sleeping accommodation.

#### **Art. 13 – ACCESS TO THE ACCOMMODATIONS BY ESU – ARDSU EMPLOYEES**

1. ESU – ARDSU employees, exclusively for activities of checking or maintenance, have always the right to access to the assigned accommodations. The access, except in case of urgency, is effected at least by 2 persons under the assignee control and after previous communication.

#### **Art. 14 – RENOUNCE**

1. In case of renounce from the assignee for the sleeping accommodation, the recipient has in any case to pay the fee for the whole period.
2. On a justified request of the assignee and only if there are no financial or accounting damages for ESU – ARDSU, the same can authorize the exemption of the payment of the unpaid fee.

#### **Art. 15 – DISPENSATIONS TO THE CURRENT RULES**

Any dispensation to the current regulation could be authorized only by the ESU – ARDSU Chief Executive for exceptional reasons.