

ENCLOSURE "A" Delibera del Consiglio di Amministrazione n. 23 del 22.09.2010

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 of Verona provides for the housing service management and functioning.
2. The current Regulation disciplines the housing directions for use and defines the assignees' obligations and rights.
3. The annual public competition, published according to the 3rd paragraph, art. 25, Regional Law of the 7th April 1998 n° 8, as well as The Annual Plan of Implement Operations of the University Studying in the current academic year, identifies the real estate ruled by the present 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 2003, n° 196.
5. The exposed Price List Conditions are those in force since the approval of the present Regulation. ESU of Verona is allowed to make modifications to them according to any new decision assumed by the Regional Council.

Art. 2 – SLEEPING ACCOMMODATION REQUEST

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

Art. 3 – OUTER USERS

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

Art. 4 – ELIGIBLE STUDENTS ALLOCATION

1. The annual public competition indicates the time limit within which the applicant can present the sleeping accommodation application form as well as the time limit within ESU of Verona will approve and, consequently, publish the provisional list and subsequently the definitive list indicating the assignee students. Such lists will be exposed in the notice-board of ESU of Verona office (Via dell' Artigliere, 9 – 37129 Verona) and website.
2. Besides the possibility to recourse against the assignment measures, according to procedures provided for law, in case of contention, the re-examination request about the provisional list must be advanced to ESU of Verona 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 by a previous request, that must be advanced to the ESU 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 assignment to (a) and (b) categories.

5. At the end of the contract, and in correspondence with the exit date, a valuation will be given to reward guests for the proper release of the apartment (cleanness, condition of assets, maintenance, changes) and behavior with other guests during the year. This could be a preference (at the same requirements) for the following year for allocation on the chosen accommodation.

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

1. In order to gain access into the accommodation, the assignee has to produce the following documents, to avoid the 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 assignment 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 students. 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 : "CAPARRA (with the confirmation of the assignee's name and surname)";
- g) FOR "NO-REQUISITES" ASSIGNEES: besides the key money payment, "no-requisites" assignees need to bring the original receipt of the first allocation installment. 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 of Verona.

3. The missed subscription of the above-written documentation does not allow the allocation and indicates the renounce to the benefit itself for the academic year. Within the successive three days from the date reported on the document for the sleeping accommodation, the guest can report, in written form, possible incongruities to the Stamp Duty Office . In such case the Technical Office will proceed by valuating the latter incongruities and updating the document for the sleeping accommodation. Over-term reports will not be taken into consideration.

4. The key money will be considered as a non-interest-bearing deposit upon signing the accommodation contract. Beyond the limit time for the allocation acceptance without the student having given the deposit money, the right for the benefit for the student will forfeit making it available for the residual requests. The missed registration to the University will not give the right to the retrieve of the deposit.

Art. 6 – PAYMENTS

1. The assignee commits himself to pay to ESU of Verona the key money, 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 and 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 by the approbation of the definitive list and according to the assignee's requisites. (beneficiary eligible bursar, no-beneficiary eligible bursar, no-requisites assignee).
4. Procedures for fee payments, according to different conditions:
 - a) **BENEFICIARY ELIGIBLE ASSIGNEE:** the fee amount for the sleeping accommodation, determined by the Regional Council, will be held 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 need to pay the same amount as "beneficiary eligible assignee", directly on ESU's current account within the 15th February.
 - b) **NO-BENEFICIARY ELIGIBLE RECIPIENTS:** they will have to pay 10 monthly instalment on "beneficiary eligible" fee, within the 15th February.
 - c) **FRESH-MEN ASSIGNEE:** for fresh-men students waiting for the verification for the necessary exam-credits to reach within August or November, ESU of Verona is able to choose for the assignee to pay the "beneficiary eligible" fee and to give back the deposit after the verification for the credits. Whether the assignee does not reach the owed credits, scholarship will be overturned and the resolutions established by the Regional Council will be applied.
 - d) **"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 office during the subscription of the acceptation.
 - second instalment (1st March – the expiration date 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 office within the 15th March.

5. **BALANCE:** The assignee has to pay further owed amounts within 15 days from ESU's written request. The payment must be effectuated through a banker's transfer, reporting the following reason: "Conguaglio: 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 30th day from it, if not motivated and authorized by ESU of Verona, 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 of Verona, the latter can 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 are not 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 will be not 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 of Verona;
 - b) The key money amount will be reduced if the assignee has to pay any sums to ESU of Verona 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 of Verona.

Art. 7 – SLEEPING ACCOMMODATION RELEASE

1. The assignees need to release the sleeping accommodation within 9.00 o'clock a.m. of the last day indicated in the acceptance form. The sleeping accommodation and common rooms must be cleaned and empty of personal belongings in order to allow the entrance of other assignees. Failing this an amount of 50,00 € will be withheld from the deposit.
2. The Erasmus assignee has to communicate the possible release date through a written request at least 15 days before the release, according to the directions indicated in the B enclosure "Additional Disposition" of the housing service.
3. The reservation of the final inspection is compulsory. Whether the assignee does not present the release request or does not cash in the key money within 30 days from the date indicated in the restitution form, ESU of Verona 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 of Verona offices at the moment of the sleeping accommodation release. In case of loss of the keys, the assignee will have to pay an amount of 30,00 €.
5. The missed withdrawal of the deposit from the date indicated in the in the restitution directions entails the application of the current prescription terms.
6. The assignees foreseeing to graduate 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 does not pay the second one;
 - b) In case one does not enforce point a) for the post-degree period, you will have to pay "outer users" fee, from the first day of the next month after your graduation date to the end of July, and you have to pay to ESU of Verona also the fee difference. If you are a final-year student that has already paid tuition fee for the next academic year you need not 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 ACCOMMODATION, ACCOMMODATION 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 of Verona.
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 of Verona notification. The payment will be executed as art. 6 sets, reporting name and surname and the reason "DANNI per...". Over the expiration date the student will have to restore the deposit in order to avoid the revoke of the sleeping accommodation.
3. The assignee, jointly with other assignees, is responsible for the damages of the common spaces in 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. The minimum amount which the assignee will have to pay for damages caused singularly or jointly with other guests is 5,00 € (IVA included).
6. Any failure to the equipments, that could be prejudicial for the building, has to be signalled quickly and directly to the Technical Office. Only in case of failures to the equipments that can be dangerous for people

or buildings, occurring when ESU of Verona offices are closed, the assignee has to signal the failure with maximum urgency.

7. 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.

8. The assignees annually appoint a person responsible for their residence floor, according to ESU of Verona modality. The person responsible coordinates the assignees' behaviour and the use of common places to guarantee the respect of this article and also to schedule the program of cleaning turns of the common places. All defaults and cleaning costs of common places for which it is not possible to identify the responsible have to be paid jointly by the assignees.

9. 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.

10. 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 of Verona 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).

11. The assignee commits himself to use the sleeping accommodation for the whole period indicated in the acceptance form and to inform, in writing, "Ufficio Benefici" in case of long absences more than 30 days absence (for instance for vacations, festivities).

12. The ESU of Verona 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.

13. The ESU 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.

14. In case of need, ESU of Verona has the power to execute a compulsory displacement to another accommodation.

Art. 9 – DUTIES AND PROHIBITIONS

1. The assignees and his guests, besides 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 of Verona employees with correctness and in a way that does not weight on ESU of Verona activity.

3. It is compulsory to:

- follow all the dispositions given to the assignee together with the current regulation;
- take part in informative meetings hosted by ESU of Verona Managers;
- read the security manual and take part in fire drills.

4. It is 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 of Verona;

- to exchange the sleeping accommodation neither with other assignees in the same building or in the same accommodation without a previous ESU of Verona 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 "outerusers".
6. ESU of Verona 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 visit 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 of Verona employees, giving compulsorily a copy of an ID to them which 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 of Verona or third party, ESU of Verona can take the following measure: a written warning, a relocation to other accommodation, revoking the allocation.
2. The written warning measures and the relocation to other accommodation measure are taken on by ESU of Verona Manager.
3. The allocation revoke of the sleeping accommodation is disposed by ESU of Verona 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 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 of Verona written warnings;
 - f) Missed utilization of the sleeping accommodations for a whole month in absence of serious and proved causes (assignee's illness or relatives' 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 of Verona employees or ways that would weight down ESU of Verona 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 gets 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 of Verona Chief Executive disposes the filing of the procedure or the revoke of the sleeping accommodation.

Art. 13 – ACCESS TO THE ACCOMMODATIONS BY ESU of Verona EMPLOYEES

1. ESU of Verona employees, exclusively for activities of checking or maintenance, has always the right to access into the assigned accommodations. The access, except in case of urgency, is effected at least by 2 people under the assignee's presence and after previous communication.
2. In order to facilitate the maintenance procedures we invite assignees to tidy up their room, the assigned apartment with special care during the whole repair service and fill a list of the possible necessary maintenances on the provided module.

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 assignation period.
2. On a justified request by the assignee and only if there are no financial or accounting damages for ESU of Verona, the latter may 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 of Verona Chief Executive for exceptional reasons.

For acceptance

NAME IN CAPITAL LETTERS _____

Date _____

Sign _____