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Regulation governing the use of Opera Universitaria accommodation facilities

(approved by resolution n. 8 of 8 August 2022)

Introduction

The permanence in the residential facilities of Opera Universitaria is subject to the respect of the principles of civil coexistence and to the acceptance of these Regulations, which regulate the use of the residential facilities and the community life inside them. These regulations are intended to encourage interpersonal relations, forms of participation and integration of the quests in the residential facilities of Opera Universitaria.

Art. 1 - Principles

- 1. The student community in university residences is diverse and heterogeneous.
- 2. The rights and duties of students within the residential community are recognised and defined without any distinction of gender, geographical origin, language, religion, political and sexual orientation.
- 3. In order to encourage and enhance diversity, Opera Universitaria undertakes to provide the assignees with a space intended for moments of aggregation and linguistic and cultural exchange.

Art. 2 - Requirements for access to housing services

- 1. Students and PhD students regularly enrolled at the University of Trento, the Bonporti Conservatory of Music, the Advanced School for Linguistic Mediators and the Trentino Art Academy, as well as students enrolled in health courses run in the Province of Trento, participants in the various international mobility projects linked to UniTrento, and grant recipients, research grants or lecturers working at the University of Trento, are entitled to apply for accommodation.
- 2. If available, accommodation places may be allocated for students enrolled at other universities or collaborators of research organisations who need to spend a period of study/work in Trento.

Art. 3 - Delivery of the accommodation

- 1. For the handover of the keys to the assigned room, the guest must present him/herself at the Opera Universitaria desk with a valid identification document (identity card, passport, residence permit).
- 2. The guest is obliged to sign the assignment report, otherwise the accommodation place is revoked.
- 3. With the assignment report, the assignee receives an accommodation place, complete with furniture and equipment, for the integrity and cleanliness of which he/she is responsible as depositary.
- 4. The guest receives a badge/key (b/k) for access to the residence, the duplication and/or transfer of which to third parties is prohibited.

5. In the event of loss or theft of the badge/key (b/k), the guest must submit a declaration of loss or report of theft to the Opera Universitaria desk and pay the replacement cost of €6.00 for the badge at the San Bartolameo Student Residence and €13.00 for the badge at the Mayer Student Residence. For the other flats, the guest must pay the cost of replacing the lock and the provision of the new keys for the other lodgings. The same amounts are applied in the event of damage rendering the b/k unusable.

Art. 4 - Permanence in housing facilities

- 1. The guest is obliged to stay in the residence for at least 3/3 (two thirds) of the nights of each month during the period of use of the accommodation service, otherwise the place is revoked.
- 2. In all cases, subject to different provisions of the call for applications, health and study reasons (documented by the competent body: National Health Service, universities) and justified and special situations agreed with the Institution.
- 3. Guests who have obtained a degree related to the course of study attended must leave within 10 days from the date of obtaining the degree. This date must be communicated to the Accommodation Office as soon as it is made official.
- 4. Guests who remain in the residence, for justified reasons, for more than 10 nights, must pay the rate for the "hospitality" category.
- 5. Absences from the residence of more than 15 days must be communicated in writing to Accommodation Control (also by email), stating the date of return. Failure to notify shall result in disciplinary measures being taken as set out in Art. 14 et seq. unless justified and documented.
- 6. In the event of an absence, for study reasons, of more than 3 months, the guest must terminate the assignment and clear the accommodation space of all their personal belongings. If foreseen, and only in the event of availability, it is possible to request new accommodation on return from the study/mobility period.

Art. 5 – Assignee's payments and security deposit

- 1. During the stay, the guest must pay Opera Universitaria:
 - a. the non-interest-bearing security deposit, as a guarantee of payment for damages or breakdowns, in the case of charges for interventions against payment or to cover unpaid amounts due. The return of the security deposit is subject to the absence of debts owed to Opera Universitaria,
 - b. the accommodation fee according to its category, including rent and energy consumption,
 - c. the final costs of checking out of the accommodation.
- 2. The amounts due under letters a), b) and c) are indicated in Annex A to these Provisions.
- 3. When the badge or key is handed over, the guest must document the payment of the non-interest-bearing security deposit; the amounts due under letters b) and c) must be paid regularly on the due date.
- 4. Opera Universitaria returns the security deposit within 60 days of the end of the allocation period.

Art. 6 – Use of the accommodation

- 1. Guests must behave responsibly during their stay in the facilities, with mutual respect, politeness and civil coexistence, so as not to disturb or harm other guests or third parties.
- 2. Guests are obliged to identify themselves if requested to do so by Opera Universitaria staff.
- 3. Guests must promptly inform Opera Universitaria of any damage caused to the accommodation space and/or common areas.
- 4. Guests are required to observe normal precautions to avoid theft, fire or other dangers to themselves and others. Opera Universitaria declines all responsibility in the case of theft of personal belongings and damage caused by third parties to the assignee.
- 5. As well as being responsible for the maintenance and cleanliness of their own accommodation, assignees are co-responsible for the integrity and cleanliness of the common areas pertaining to their accommodation.
- 6. Guests must allow access to the Opera employees and maintenance staff for any technical interventions.
- 7. Between 00.00 and 7.00 a.m., both in own rooms and in the communal areas, all activities that involve the spread of noise or disturb other guests in the residence and the neighbourhood must be interrupted.
- 8. The use of radios, stereos, TVs, small appliances for personal care (e.g. hairdryers, hot water bottles, electric shavers, etc.) is permitted in the rooms, provided that the equipment is CE-marked with a declaration of conformity.
- 9. Furnishing items may only be brought into the rooms if authorised in advance and provided they comply with safety regulations and are positioned so as not to obstruct escape routes.
- 10. Guests must comply with municipal regulations regarding waste separation; if this is not done, any administrative sanctions will be charged to the person responsible, or jointly and severally to all the guests of the facility;
- 11. It is forbidden to:
 - a. cede the use of the premises and/or assign any part of the common areas and furnishings to third parties for their own particular use;
 - b. lodge, from midnight to 6 a.m., people who are not assignees of the accommodation
 - c. behave in such a way as to be incompatible with the needs of the other assignees, and in particular to avoid disturbing sounds and noises of any kind before 06.00 and after Midnight;
 - d. remove, introduce or move furniture or equipment of any kind in common areas and rooms, except in cases explicitly authorised by Opera Universitaria;
 - e. smoking in all rooms and interior spaces of the residence;
 - f. install electrical wires or sockets, in addition to the existing light points, and in any case make any changes to the installations, as well as use unsuitable multiple sockets and drill holes (with nails or otherwise), write, draw and paint on walls, doors or furnishings and apply permanent stickers or posters that cause damage directly on walls, doors or furnishings
 - g. keeping and using in the rooms cookers of any kind, air-conditioning equipment, toasters, kettles, ovens, irons, refrigerators, steamers, and, in any case, household appliances of any kind, with the exception of small appliances for personal care (see art. 6 para. 8)
 - h. keep fresh food inside the rooms;
 - i. display notices, signs or anything else outside the specially reserved spaces;

- j. keep animals on the premises of the residence and outdoor areas attached to it;
- k. possess weapons of any kind and introduce drugs and/or flammable materials and radioactive substances into rooms and common areas;
- throwing into the sanitary sewer pipes materials that may clog the pipes and/or throwing or depositing garbage or garbage outside the special containers used for recycling collection;
- m. placing on terraces and windowsills any object whose presence may constitute a danger to the safety of passersby or is prohibited by current municipal regulations;
- n. throw butts or any other object from windows or balconies;
- o. carry out or cause to be carried out repair work;
- p. placing cars, motorcycles and bicycles outside the designated spaces;
- q. introduce or possess candles or tealights
- r. tampering with protected switches, smoke detectors and any devices provided at the residence;
- s. carry out parties in rooms, floors or other premises other than those indicated, or on the premises provided without the prescribed authorization;
- t. leave remnants of food and drink in the common areas (where necessary Opera will arrange for their disposal charging any costs)
- u. leave lights and electrical appliances on, as well as leave power sockets of electrical equipment plugged in; leave faucets open when leaving the room.
- 12. It is forbidden to use safety/emergency doors except in case of danger.
- 13. The guest is held responsible for all damage to the assigned property, except for deterioration or consumption resulting from normal use. In case of damage or shortages, the guest must compensate Opera Universitaria.

Art 7 – Use of common areas

- 1. Guests are obliged to cooperate in maintaining the cleanliness and decorum of the common areas.
- 2. In the event of serious non-compliance, the Management will carry out extraordinary cleaning, charging those responsible, collectively or individually, who have been identified.
- 3. In situations of proven necessity, the Management may forbid access to the common areas.
- 4. Given Opera secular nature, the use of common areas for religious rites and celebrations is not envisaged.
- 5. The use of the common areas is allowed for students who are guests of the residence at all times, subject to the provisions of art. 6 paragraph 11, c.
- 6. Users must not leave while food is cooking, must not leave cooking plates on in their absence, and must leave the kitchen clean and tidy after use.
- 7. It is forbidden to cook and pour liquids directly onto the cooking plates.
- 8. It is forbidden to tamper with the protected switches in the kitchens.
- 9. Microwave ovens, steamers and other specific equipment may be introduced in the kitchens, subject to the authorization of the facility manager, as long as they comply with regulations.
- 10. In any case, Opera may temporarily or permanently prohibit such equipment on the grounds of network absorption or saturation of the available space.

Art. 8 - Inspections

- 1. The guest is responsible for maintaining the decency, cleanliness and functionality of the rooms made available to him/her.
- 2. Opera accepts no responsibility for guests' belongings or money both in the room/accommodation and in the common areas.
- 3. Each guest is obliged to keep his/her room, bathroom, kitchen and terrace/balcony, where present, in good sanitary conditions.
- 4. Opera will carry out, with the help of authorized personnel and respecting privacy, ordinary inspections scheduled on a monthly basis, during the hours 09.00 12.00 and 14.00 18.00, without the need for individual notice (special notices will be posted in the common areas to which the rooms subject to inspection belong, in order to check the conditions of the accommodation, common areas and their contents, as well as compliance with these Provisions).
- 5. If the guest is not present, the staff members, equipped with a copy of the b/k, will leave a form with a description of the outcome of the check inside the accommodation and/ or in the common areas; this form can be replaced through the use of a mobile app notification.
- 6. If the ordinary inspection fails, an extraordinary inspection is carried out within 7 days. If the extraordinary check is also negative, the guest will be charged the cost of cleaning the accommodation by Opera's staff; if the guest does not agree with the result of the inspection, he/she may submit his/her comments to the Mediation Office, which decides on the matter.
- 7. In case of well-founded reason and/or state of emergency or danger, Opera can carry out inspections, even without prior notice, according to the methods deemed most suitable by the institution and in any case respecting the privacy of the assignees.
- 8. On the day of the end of the assignment, or in any case within the following 48 hours, a detailed inspection is carried out to check the condition of the accommodation and its contents.
- 9. If the inspection at the end of the allotment is positive, Opera will return the security deposit as per Art. 5; if the inspection is negative, Opera will deduct from the security deposit the amount needed to refund the damage and/or the expenses for the cleaning operation considered extraordinary. If the amount exceeds the amount of the security deposit, the guest must pay the excess within 10 days of receipt of the notice, otherwise the compulsory collection procedure will be started.
- 10. The amount charged to the assignee in the event of a negative outcome of the end-of-assignment check is additional to the final check-out costs as per Art. 5 p.c.
- 11. The staff authorised by Opera Universitaria can, however, access the accommodation at any time for serious and urgent reasons.
- 12. If the student discovers the presence of infesting insects, he/she must immediately inform the staff on duty in order to prevent their proliferation. If the presence of the aforementioned insects is attributable to poor hygiene conditions, or if pest control becomes necessary due to failure to report the infestation, the guest is required to share the cost of pest control and cleaning. The guest cannot make any claims for compensation and must follow the pest control protocols strictly. For pest control operations, Opera Universitaria contacts the health authority or competent companies.

Art. 9 - Internet

- 1. The Internet connection is ensured according to the installed capacity of the network.
- 2. All the equipment in the residences is only made available to authorised users by granting a username and password (credentials provided by the University of Trento).
- 3. Those who do not have University of Trento credentials (inter-university students, heal-th professions, conservatory, ISIT, Trentino Art Academy, etc.) can apply for them at the Opera Universitaria counter.
- 4. The Internet network and the user are managed by the University of Trento, as per the instructions provided at this link https://icts.unitn.it/case/it/catalog/wifi/.

Art. 10 - Storage of personal belongings

- 1. If present within the residences, guests may deposit personal belongings in designated rooms in case of absence for study or stays abroad.
- 2. Personal effects must be contained in parcels visibly displaying the owner's name (first name, surname, room designation), the date of deposit and the date of collection.
- 3. The delivery and collection of packages takes place in the presence of a person in charge of the residence who verifies the regularity of the operations and the identity of the person collecting the packages.
- 4. The deposit may last up to 6 (six) months. If packages are not collected by the deadline, Opera shall notify the guest and set a peremptory deadline for collection.
- 5. If the guest does not collect the packages, even within that period, Opera shall arrange for their final removal and disposal.
- 6. Notwithstanding the provisions of Art. 1766 et seq. of the Civil Code, the guest releases Opera from all liability, both civil and criminal, for the safekeeping of property left in the residence and assumes all related burdens and responsibilities.

Art. 11 – Student Representatives

- 1. In order to guarantee a collaborative relationship and active participation between the beneficiaries of accommodation and Opera Universitaria, the students themselves may elect their own representatives, according to the procedures set out in Annex B to these Provisions.
- 2. The representatives may be involved by the Opera Universitaria offices both in dealing with any problems and in formulating proposals and suggestions for improving the quality of the services provided.
- 3. The student representatives on the Opera Universitaria Board of Directors hold annual elections for the representatives of Opera's various structures, in the manner and at the times they deem appropriate.
- 4. There is provision for the election of 1/2 representatives per facility, or 1/2 representatives per floor in collective residences.

Art. 12 - End of Accommodation Period

- 1. The expiration date of the allocation is specified in the allocation report.
- 2. The guest is obliged to return the accommodation in optimal condition, apart from normal wear and tear. The premises in use must be returned free of all personal belongings and in a tidy and clean condition such as to allow access to other guests and not to require additional extraordinary cleaning. For proper cleaning of the accommodation please refer to the instructions, which can be viewed on the Opera website www.operauni. tn.it, in the Accommodation section.
- 3. The guest is required to dispose of personal items and waste materials personally: take them to the waste disposal site, or directly to the Material Collection Centre in the case of bulky waste. If the guest decides to leave objects in good condition (clotheslines, pillows, brooms, printers, etc.) he/she must take them to the porter's lodge: the institution makes these materials available for subsequent guests.
- 4. On expiry of the allocation terms or upon request of Opera Universitaria, the guest is obliged to return, by 10 a.m. of the following day, the badge/key and any additional equipment (remote controls, different keys); failure to return the badge/key and any additional equipment will result in the exclusion from any other benefit of Opera Universitaria and the charge of € 250.00 as a penalty.
- 5. Renunciation of the accommodation place before the natural expiry date indicated in the assignment report, whatever the reason, must be communicated in writing (also by email) by the assignee to the Opera Universitaria Accommodation Office at least 30 days in advance. If the notice period is not respected, the guest must pay a penalty corresponding to an entire month's payment.
- 6. The guest loses the benefit of the accommodation in the following cases:
 - a. acquisition of the title of the course in which he/she is enrolled (degree conferment);
 - b. transfer to another university location;
 - c. permanent interruption of studies;
 - d. end of the planned project at the University of Trento.
- 7. Any person who fails to notify the Opera Universitaria Accommodation Office of the loss of the right to accommodation in the manner and within the time limits specified in paragraph 5 of this Article shall be liable to pay a penalty corresponding to one full month's payment.
- 8. For annual renewals, please refer to the procedures set out in the call for applications.
- 9. Requests for an extension of the accommodation allocation, relating to the current academic year, must be submitted in writing to the Opera Universitaria Accommodation Office at least 30 days before the final allocation deadline. In such cases, requests for extensions will be assessed by the Opera Universitaria Accommodation Office on the basis of availability.
- 10. The renewal of the accommodation allocation is subject to the regularisation of any pending debts with Opera Universitaria.

Art. 13 – Guest Accommodation

- 1. The guest, under his or her own responsibility, may receive guests, on a non-continuous basis, from 06.00 a.m. to Midnight, provided that this does not disturb the other residents.
- 2. In residences where the reception desk service is active, outsiders must deposit a valid identity document, which is returned to them at the end of the visit. The reception desk issues a pass to the visitor, which is returned to them on their way out.

Art. 14 - Disciplinary Procedures and Sanctions

- 1. A guest who violates this Regulation or incurs default in the payment of fees or any other pending payment to Opera Universitaria is subject to one or more of the following disciplinary measures:
 - a. written warning
 - b. pecuniary sanction
 - c. transfer to another facility deemed more suitable by the management
 - d. revocation of the benefit of the accommodation and reporting to the University
 - e. revocation of all benefits provided by Opera Universitaria and reporting to the University.
- 2. Disciplinary measures are communicated in writing to the person concerned, who may submit his/her written observations to the Mediation Office within 5 days of receipt of the communication. After this period has expired, the person in charge of the residence or housing service may accept the counter-arguments and determine the closure of the disciplinary proceedings, or reject the counter-arguments and impose one of the disciplinary measures provided for.
- 3. If individual responsibility cannot be ascertained, the complaint is made to all guests of the room, facility or building respectively, by collective notification.
- 4. The application of a second warning for the same infringement during the same academic year results in the imposition of a sanction.
- 5. The disciplinary measures referred to in points b), c), d) and e) are imposed by the Head of Residences or his/her deputy.
- 6. Upon assessment by the President or the Director of Opera, depending on the seriousness of the breach, the assignee may directly incur the disciplinary measures set out in points b), c), d) and e).
- 7. The Director of Opera Universitaria may seek the opinion of the Assistance Commission before imposing the revocation measures referred to in subparagraphs c) and d) of paragraph 1, which shall be communicated to the grantee by e-mail.
- 8. The sanction consists of a fine of $25 \in$ to $150 \in$ to be paid within 30 days, unless otherwise notified.

SANCTIONS

REASON	PENALTY AMOUNT IN EURO
Smoking in the accommodation	50
Pot on the stove (unattended)	50
Candles	25
Hospitality	up to 150
Unauthorized furniture or appliances	25
Unathourized party	50/person
Unathourized party causing damage and dirt	50/person + amount of cleaning and/or amount of damage
Damaged furniture or appliance	amount of damage
Dirty bed after inspection	check amount (cleaning voucher)
Incorrect waste collection	25 or administrative penalty amount
Use of emergency doors	25

Abandoned objects to be disposed of in the room	50
Dirty kitchen	25/person
Fresh food	25
Fire extinguisher tampering	60
Possession of weapons or drugs	expulsion
Night shouting	25
Use of emergency doors	25

Art. 15 - Parties and Space Request

- 1. Guests of the residences may organise small parties or meetings in closed or open spaces indicated by the institution with the maximum attendance indicated by Opera on the authorisation form to be requested from the Mediation Office. These parties may not exceed midnight (unless an exception is made). The request for authorisation must be submitted to the Mediation Office at least 3 working days before the event.
- 2. The entry and participation in parties/meetings of any external guests must be authorised in advance.
- 3. The organising students are responsible for the behaviour of the participants and for any damage caused to movable property, residence premises and equipment, and to persons.

Art. 16 - Financial liability

- 1. In the event that faults or damage not attributable to normal wear and tear or shortages of furniture or furnishings are discovered, and in the event that extraordinary cleaning interventions are necessary due to the negligence of the guests, the guests shall reimburse the costs incurred by the Organisation for the repair or purchase of the damaged or missing item, or for the extraordinary intervention carried out. The costs may be increased by 20% to cover administrative charges.
- 2. In the event that it has not been possible to identify the person responsible for the breakdown, damage, shortage or negligence, the room guests or all assignees using the affected common areas shall be held liable pro rata.
- 3. The Head of the Residences, or another person delegated by him/her, who detects faults, damage, shortages or negligence, shall dispute them by drawing up an appropriate report. The report may also be signed by the guest, who may submit his/her written observations within 5 days; in this case, the Head of Residences shall decide within 15 days of the notification.
- 4. The amount due must be paid within 15 days from the notification, under penalty of immediate withdrawal of the accommodation allocation.

Art. 17 - Bike Rental Service ("Prestabici")

- 1. The Prestabici service is intended for guests accommodated in Opera Universitaria facilities.
- 2. The request must be made to the Opera Universitaria desk, which will deliver the bicycle to the person concerned, subject to availability and for the maximum period corresponding to the use of the accommodation place.
- 3. As regards the specific rules of the Prestabici service, please refer to Annex C of this Regulation.

Art. 18 - Automatic transfer to other rooms/accommodation facilities

- 1. Opera reserves the right to arrange, even during the assignment period, for an ex officio transfer to another accommodation, in the same or another facility if:
- 2. there are serious situations of incompatibility between guests, or for organisational, functional or service requirements,
- 3. there is a violation of the present Regulation by an assignee as referred to in subparagraph c), paragraph 1 of Article 14.

Art. 19 - Transfer upon assignee's request

- 1. The Accommodation Office allocates accommodations at the time of the interested party's request, taking into account the availability of accommodation and the position of the Department/Faculty of reference.
- 2. If the guest wishes to change accommodation, he/she must submit a written and adequately motivated request to the Accommodation Office. In the event of health problems, the guest must enclose a certificate issued by a specialist doctor, updated to the academic year in question.
- 3. With the exception of urgent and unpostponable cases, the Mediation Office decides on transfer requests, within the limits of the availability of free places, in order of arrival of the request.
- 4. In the event that the Mediation Office accepts the requests referred to in paragraph 2, the guest must pay the final check out fees indicated in Article 5, paragraph 1, c) of this Regulation.

Art. 20 - Illnesses

- 1. The guest must immediately report to Opera Universitaria any contagious disease, certified by medical staff.
- 2. Opera Universitaria, having consulted the health authority, can temporarily suspend the use of the accommodation for the infected person until he/she has recovered completely, certified by competent health personnel.

Art. 21 - Entry into cohabitation

1. Opera Universitaria issues the declaration of entry into cohabitation to users who apply for it provided they have an accommodation allocation for at least another 6 months from the time of the application.

Art. 22 - Means of Communication

1. To communicate with guests in the residences, Opera Universitaria can use either paper or electronic means. This method is also used for communications concerning compliance with art. 8 - Inspections and art. 14 - Procedures and sanctions. Opera reserves the right to send guests by email information regarding its services in their interest.

Art. 23 - Applicable law

1. For anything not provided for in this Regulation, reference is made to the provisions of the civil and criminal codes and the laws and regulations in force in the Italian Republic.

Art. 24 - Final Provisions

- 1. This Regulation for the use of Opera Universitaria's housing services replace those previously adopted from the date of their adoption by Opera's Board of Directors.
- 2. This Regulation are applicable to all the facilities managed by Opera Universitaria, even if they are not owned.
- 3. Pursuant to art. 13 of Legislative Decree 196/2003 and art. 13 of EU Reg. 2016/679 "General Data Protection Regulation", we inform you that:
 - the data provided will be processed in compliance with art.5 of the EU Reg. and exclusively with reference to the procedure related to this documentation, through paper and/or computer support;
 - the provision of the requested data is mandatory in order to carry out the procedure
 - the data controller is Opera Universitaria di Trento (via della Malpensada 82/A 38123 Trento 0461217411);
 - at any time you may exercise your rights vis-à-vis the data controller, in accordance with the provisions of Articles 15-22 of EU Reg. 2016/679..
- 4. For further details, please refer to the full information notice at www.operauni.tn.it "privacy policy" section.
- 5. Having read the above information, the undersigned consents to the processing of personal data in accordance with Article 13 of Legislative Decree 196/2003 and Article 13 of EU Regulation 2016/679.
- 6. The undersigned agrees to receive at his/her email address communications regarding the services of Opera Universitaria; to stop receiving such communications, please write to mediazione@operauni.tn.it.

The undersigned, assignee of the place of accommodation, receives a copy of this Regulation and signs them for unconditional acceptance and undertakes to read the annexes referred to therein.

5			
a. telephone			
b. email			

Please communicate promptly any changes of the e-mail address.

ANNEX A Monthly and daily rates Opera Universitaria

ANNEX B Bike Rental Service ("Prestabici")

Date Signature

INFO

www.operauni.tn.it/en/contacts-us

ACCOMMODATION OFFICE via della Malpensada 140 38123 Trento tel. +39 0461 217450 MEDIATION OFFICE via della Malpensada 90 38123 Trento tel. +39 0461 217418

