

RULES AND REGULATIONS GOVERNING THE USE OF OPERA UNIVERSITARIA ACCOMMODATION FACILITIES

(approved by resolution n. 10 of 27 May 2016)

Preliminary Statement

The use of residential facilities provided by Opera Universitaria is subject to compliance with the principles of civil cohabitation, mutual respect and the acceptance of these Rules and Regulations, which are aimed at encouraging interpersonal relations and the participation and integration of guests living in Opera Universitaria residential facilities.

Art. 1 – Principles

1. The student community living in University residences is mixed and diverse.
2. Rights and duties of students inside of the residential community are recognized and defined without any distinction based on gender, origin, language, religion, political and sexual orientation.
3. In order to foster and promote diversity, Opera Universitaria commits to providing its assignees with an area for socialization, linguistic and cultural exchange.

Art. 2 - Requirements for the Use of Residential Facilities/Eligibility

1. The present regulation provides that students and Phd students enrolled at the University of Trento, students enrolled in healthcare studies courses in the province of Trento, participants in international mobility programmes connected to the University of Trento, scholarship students, researchers and lecturers carrying out professional activities at the University of Trento, are all eligible to apply for Opera Universitaria accommodation facilities.

Art. 3 – Handover of Accommodation

1. Through the Assignment Report, the assignee is allocated a specific accommodation place complete with furniture and equipment. As a depositary, he/she is responsible for keeping it clean and in good condition.
2. The assignee also takes possession of a badge/key (hereafter b/k) to enter the residence.
3. In case of loss or theft of the b/k, the assignee is required to submit a declaration of loss to the Opera Universitaria Accommodation Office, or a theft report made to the competent authorities, and to refund all expenses related to its replacement. Replacement costs have been established at € 6.00 for the San Bartolameo residence badge, € 15.00 for the B. Clesio Residence badge, and € 50.00 (including lock replacement costs) for keys to other apartments. The same amounts apply in case of damage which renders the b/k unusable.

Art. 4 – Payments by the Assignee and Deposit

1. During their stay, the assignee commits to paying Opera Universitaria:
 - a) the non-interest bearing deposit
 - b) the accommodation fee according to the category to which the assignee belongs, including lease rate and energy consumption costs;
 - c) final accommodation check-out costsThe amounts to be paid in a), b), c) are contained in Annex A of these Regulations
2. Upon delivery of the badge or key, the assignee shall be required to show evidence of the payment of the non-interest bearing deposit; amounts to be paid in b) and c) must be punctually paid within the envisaged deadlines.
3. The deposit will be refunded within 60 days after the end of the accommodation period. Any other outstanding amounts owed by the assignee may also be deducted from the deposit.

Art. 5 – Student representatives

1. In order to ensure a cooperative, participative and active relationship between student accommodation assignees and Opera Universitaria, students can elect by their own representatives in compliance with the procedures laid down in Annex B to these Rules and Regulations.
2. Opera Universitaria offices may request the involvement of student representatives both in the management of possible problems and in making proposals and suggestions to improve the quality of its services.

Art. 6 - End of Accommodation Period

1. The expiry date of the allocated accommodation place is explicitly specified in the Assignment Report.
2. The assignee must return the accommodation place in perfect conditions, except for wear due to normal use. The room must be returned empty and free from any personal belongings, and in a state of sufficient cleanliness, so as not to require any additional cleaning services in order to be allocated to other students. Please refer to Annex D for instructions on proper cleaning of the accommodation.
3. Upon the expiry of the assignment period or upon request by Opera Universitaria, the assignee must return the b/k along with any other accessories (remote controls and other keys) by 10 a.m. of the following day. Failure to comply with this rule implies the exclusion from any other benefits granted by Opera Universitaria and the student will be charged with a penalty amounting to € 250.00.
4. Early termination of the assignment is envisaged in the cases regulated by art. 12, 13 and 15.1, points c) and d).

Art. 7 - Use of Accommodation Facilities

1. The assignee is required to behave in such a way as not to disturb or cause inconvenience to other assignees or individuals. They must promptly inform Opera Universitaria of any damage to their allocated accommodation and the common areas in the residence.
2. The assignee must take all steps to avoid thefts, fires or any other dangers to themselves and to others. Opera Universitaria shall not be held responsible under any circumstances for the theft of personal belongings and for damages suffered by the assignee and caused by third parties.
3. The assignee must keep their assigned room clean and in good condition; the assignee also shares the responsibility of keeping the common areas of the residential facility clean and in good condition.
4. The assignee must allow the personnel appointed by Opera Universitaria to enter the accommodation for servicing and maintenance as well as for carrying out any technical works.

Art. 8 - Inspections

1. In order to check the conditions of the accommodation, common areas and the items contained therein, as well as to ensure compliance with these Rules and Regulations, the Opera Universitaria may carry out, through its appointed personnel and without any prior notice, monthly room inspections from 9 a.m to 12 noon and from 2 p.m to 6 p.m, while ensuring full respect of assignee privacy.
2. If the assignee is absent during the inspection, the authorized personnel – with a copy of the badge/key – will leave a report inside the room and/or common spaces stating the outcome of the inspection.
3. In case of negative outcome of an ordinary inspection, an extraordinary inspection will be carried out within 7 days. If the outcome of this inspection is also negative, the assignee will be subject to disciplinary actions as per Art. 15.
4. Opera Universitaria reserves the right to undertake other inspections in any manner deemed appropriate, in full respect of assignee privacy.
5. Upon the expiry of the assignment period or within the following 48 hours, a thorough inspection will be carried out to verify the conditions of the accommodation place and the items contained therein.
6. In case of positive outcome, Opera Universitaria will proceed with the refund of the deposit as specified in Art. 4. In case of negative outcome, any costs for additional cleaning services and/or damage will be deducted from the deposit. Should said amount exceed the total amount of the deposit, the assignee shall be required to pay the difference no later than 10 days from receipt of notification, failure to do so shall result in the undertaking of enforced collection actions.
7. The amount charged to the assignee in case of negative outcome of the final inspection is to be considered as additional to final check-out charges as specified in art. 4 point c).
8. The authorized personnel of Opera Universitaria reserves the right to enter the accommodation for urgent and serious reasons.

Art. 9 - Prohibitions

1. It is forbidden to:
 - a) lease or grant the use of the Opera accommodation facilities to third parties;
 - b) host guests who are not assignees of the same accommodation from 12 a.m to 8 a.m;
 - c) cause any kind of disturbance or behave in a manner which is incompatible with the other assignees' needs; specifically, all forms of noise and sounds shall be avoided before 8 a.m and after 12 a.m;
 - d) use any common areas or furniture in the residential facility for individual use;

- e) remove, add or move any type of furniture or equipment pertaining to common spaces and allocated rooms without authorization from Opera Universitaria;
- f) smoke in residential facilities;
- g) install additional wiring or sockets or change existing lighting installations, or make any changes to the systems. The use of unsuitable multiple sockets is also forbidden;
- h) keep and use cookers, air conditioning equipment and appliances of any type in the rooms, except for small personal care appliances;
- i) cook or heat food and beverages in the rooms;
- j) perforate (with nails or any other tool), write, draw or paint on walls, doors or furniture;
- k) keep pets in the lodgings and in the surrounding areas of the accommodation facility;
- l) keep inflammable materials and radioactive substances in the lodgings and in the common areas;
- m) keep any kind of weapon;
- n) introduce any drugs;
- o) flush any objects which may cause a blockage down the toilet or pour them down sink holes;
- p) place any objects on balconies or in corridors which may be dangerous to passers-by or which are forbidden by governing municipal legislation;
- q) throw or place rubbish outside the dedicated containers as specified in separate waste collection regulations;
- r) throw cigarette butts or any other objects out from the window or balcony;
- s) carry out repair works or authorize people to carry out repair works;
- t) park cars, motorbikes and bicycles outside the designated parking spaces;
- u) introduce or keep candles or small lamps inside the facilities.

Art. 10 - Guest Accommodation

1. The assignee may receive guests in the residential facility under their own responsibility and on a non-permanent basis, from 8:00 a.m. till 12:00 p.m., as long as this does not cause any disturbance to other assignees.
2. In residences with a reception service, all guests must submit a valid identity document to be returned at the end of their visit. The guest will be given a pass to enter the residential facility to be returned at the end of their visit.
3. Requests for overnight permits should be submitted to the Accommodation Office. Said Office will verify that the applicant meets the requirements specified in art. 2 and the availability of facilities; it shall then assign an accommodation place on a daily rate basis, as specified in Annex A of these Regulations.

Art. 11 - Identification of Residents

1. For security reasons, both inside the Residences and their appurtenances, everyone is required to disclose their personal details to Opera Universitaria personnel, or the personnel authorized by Opera Universitaria, otherwise disciplinary actions will be taken under Art. 15.

Art. 12 – Giving up accommodation and related penalties

1. If the assignee intends to give up the assigned accommodation, for whatever reason, before the expiration of the assignment period as indicated in the assignment report, they must submit written notification to the Accommodation Office, with at least 30 days prior notice.
2. Failure to submit notification within the period of prior notice shall result in the assignee being required to pay a whole month of rent, which is calculated starting from the date on which the notice is submitted.

Art. 13 - Loss of Accommodation and Notification Obligation

1. The assignee shall lose their right to accommodation benefits in the following cases:
 - a) graduation from the degree programme on which the assignee was enrolled (degree ceremony);
 - b) transfer to another university;
 - c) definitive interruption of studies;
 - d) conclusion of a project at the University of Trento.
2. If an assignee fails to submit notification to the Accommodation Office of their loss of right to the accommodation within the timeframe and in compliance with the procedures specified in Art 12 par. 1, they shall be required to pay a whole month of rent, which is calculated starting from the date of notification of loss of right.

Art. 14 - Requests for Accommodation Extensions

1. For annual accommodation renewals, please refer to the terms and conditions for the allocation of accommodation in the Call for Applications.
2. Any requests for accommodation extension regarding the current academic year shall be submitted in writing to the Opera Universitaria Accommodation Office at least 30 days before contract expiration. In such cases, the requests for contract extensions will be evaluated by the Opera Universitaria Accommodation Office and subject to availability.
3. The renewal of the accommodation contract is subject to the settlement of any eventual outstanding amounts due to Opera Universitaria.

Art. 15 - Disciplinary Procedures and Sanctions

1. Any assignee who fails to comply with these Rules and Regulations or who fails to pay their accommodation rent, or any other required amounts due to Opera Universitaria, shall be subject to the following sanctions:
 - a) written warning;
 - b) a penalty, between €25,00 and €250,00;
 - c) revocation of the accommodation benefit along with notification to the University;
 - d) revocation of any other benefits granted by Opera Universitaria and notification to the University.
2. The interested person shall receive written notification of any sanctions and have the right to submit rebuttal in writing within 5 days from the receipt of said notification.
3. Sanctions specified in section a) and b) are issued by the Residence Hall Director or his/her representatives.

A maximum of three written notices can be issued to an assignee, after which sanctions under section b), c) and d) of these Rules and Regulations shall apply, according to the seriousness of the violation.

Subject to evaluation by the President or the Director of Opera Universitaria and depending on the seriousness of the violation, the sanctions under section b), c) and d) may be taken directly against the assignee.
4. The penalty under letter B) must be paid within 30 days, unless otherwise specified.
5. Before taking the revocation sanctions under section c) and d) of par. 1, the Director of Opera Universitaria may ask for the advice of the Assistance Commission. The assignee is duly notified via email.

Art. 16 - Financial liability

1. In case of any breakages or damage not attributable to normal wear and tear, or loss of furnishings and equipment, or should extraordinary cleaning services be required due to assignee's negligence, the assignee will refund all expenses paid by Opera Universitaria for the repair or the purchase of damaged or lost property or for extraordinary works carried out. Costs may be subject to a 20% surcharge to cover administrative expenses.
2. If it is not possible to identify the subject responsible for breakage, damage, loss or negligence, all assignees using the common areas will be held responsible proportionally.
3. The Residence Director or their representatives who ascertain any breakage, damage, loss or negligence, will issue a corresponding report. The report may also be undersigned by the assignee, who may submit their written comments within 5 days; in this case, the Residence Director will issue a final decision within 15 days from the notice.
4. The total amount for damages must be paid within 15 days from the notice; failure to do so shall result in immediate exclusion from assigned accommodation.

Art. 17 - Safety/emergency exits

1. The use of safety/emergency doors is strictly forbidden, except in case of danger.
2. A € 25.00 penalty for improper use is envisaged.

Art. 18 – Separate waste collection

1. Assignees living in Opera Universitaria accommodation places shall follow the rules for separate collection, in compliance with the provisions of the Trento/Rovereto municipalities.
2. Failure to comply with these provisions shall result in a € 50.00 penalty.

Art. 19 – Bike rental service (“Prestabici”)

1. Assignees living in Opera Universitaria facilities have access to the Bike Rental service.
2. The assignee may submit their request to the Accommodation Office, which will supply a bike subject to availability and for the maximum period of their stay at Opera Universitaria facilities.

3. More information on the terms and conditions of the Bike Rental service can be found in Annex C of these Rules and Regulations.

Art. 20 - Absences

1. The assignee is obliged to make continuous use of the residential facility. Any periods of absence which exceed 15 consecutive days must be adequately motivated and notification must be submitted to the Accommodation Control Office via e-mail to controlloalloggi@operauni.tn.it. Failure to comply with this rule shall result in an 'unjustifiable absence', the immediate exclusion from assigned accommodation and the payment of a €250.00 penalty.

Art. 21 – Automatic transfer to other rooms/accommodation facilities

1. Opera Universitaria reserves the right, even during the assignment period, to transfer the assignee from one accommodation place to another within the same residential facility or from one residential facility to another, in case of serious incompatibility with other assignees or for organizational, functional or service needs.

Art. 22 – Transfer upon assignee's request

1. Accommodation is allocated by the Accommodation Office upon submission of a request by the concerned student, subject to availability and depending on the location of the faculty/department at which he/she is studying.
2. The assignee who wishes to change his/her accommodation shall present a written and duly justified request to the Accommodation Office. In case of health problems, the assignee is required to present a certificate from a specialist physician, referring to the current academic year.
3. With the exception of urgent cases, the Accommodation Office, in co-operation with the Mediation Office, shall examine transfer requests, subject to availability of accommodation, three times a year: by the end of December for requests submitted from September to December, by the end of April for requests submitted from January to April, and by the end of July for requests submitted from May to July.
4. If the request under paragraph 2 is accepted by the Accommodation Office, the assignee shall pay € 50.00 to Opera Universitaria, to cover average expenses incurred by the Authority to carry out the transfer procedure, plus the final check-out costs set out in art. 4 of these Rules and Regulations.

Art. 23 - Illnesses

1. The assignee is obliged to submit notification in case of diagnosis of contagious diseases certified by medical staff.
2. If advised to do so by health authorities, Opera Universitaria may temporarily suspend the use of the lodgings by the assignee until submission of certification of their complete recovery.

Art. 24 - Means of Communication

1. Opera Universitaria may use either hard or electronic means for communication with assignees. This procedure shall also apply to notifications regarding compliance with article 8 – Checks and art. 15 – Sanctions.

Art. 25 – Applicable law

1. For all that is not provided for in these Rules and Regulations, reference is to be made to the Italian civil and penal codes and to the applicable laws and regulations of the Italian Republic.

Art. 26 - Final Provisions

1. These Rules and Regulations governing the use of Opera Universitaria residential facilities replaces all previous ones and are effective as of the date of their approval by the Opera Universitaria Managing Body.
2. These Rules and Regulations are applicable to all residential facilities managed by Opera Universitaria, even if not owned by Opera Universitaria.

The undersigned, assignee of the university accommodation place hereby acknowledges receipt of a copy of these Rules and Regulations and unconditionally accepts the contents and its annexes thereof.

Date

Signature

a. telephone / mobile

b. e-mail

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

- ANNEX A** Monthly and daily rates + deposit + check-out expenses
- ANNEX B** Participation/representation: contents to be drafted by student representatives
- ANNEX C** Bike rental "Prestabici": forms + prestabici
- ANNEX D** Important instructions for proper cleaning of the accommodation
- ANNEX E** Code of conduct