

# GENERAL REGULATIONS OF LUISS GUIDO CARLI UNIVERSITY HALLS OF RESIDENCE

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## GENERAL PROVISIONS

### Article 1 - Allocation and Taking Possession of Accommodation

1.1 Entitlement to the accommodation runs from the date of residents' acceptance thereof and is for the entire period indicated in the allocation form itself, in the manner stated in the relevant announcement advertising the accommodation or otherwise communicated by the University's offices at the time of actual allocation of the accommodation. The Halls of Residence may remain closed during the holidays in accordance with a schedule that will be promptly communicated to all concerned.

1.2 At the time of actual allocation residents are required to sign a declaration embodying an express acceptance of both the accommodation itself and these Regulations, including pursuant to and for the purposes of article 1341 of the Civil Code. By means of that acceptance residents acknowledge the conformity of the state of the accommodation as well as the facilities and any other property put at their disposal, whether for individual or collective use, and undertake to use the accommodation and the common areas in a manner that ensures that they are maintained in the best condition possible. Failure to sign the allocation form will lead to revocation of the allocation of the accommodation and will entail definitive renunciation thereof for all purposes.

1.3 Furthermore, at the time of taking possession of the accommodation residents must carefully read the safety rules set out in the relevant printed material.

1.4 Due to organizational or operational needs the University may of its own motion proceed to transfer a resident to other accommodation in either the same or another Hall of Residence.

### Article 2 - Security Deposit

2.1 Unless otherwise expressly stated residents are required to pay a security deposit to the extent provided for each year.

2.2 The security deposit will be returned after the accommodation has been vacated, subject to whatever deductions may be required to cover the costs of repairing any damage caused to the accommodation. If the security deposit is used in whole or in part to cover damage caused by residents during their period of stay, the deposit will have to be replenished by the latter.

### Article 3 - Renunciation and Early Termination

3.1 In the event of renunciation of the accommodation for any reason or failure to continue to meet the qualifying conditions for the accommodation (graduation, dropping out of university or transfer to another university, etc.), residents must communicate the date that the accommodation will be vacated at least thirty days before departure.

3.2 In the event of renunciation of the accommodation before the end of the term, 20% of the payments relating to the period of non-use shall still be due and the security deposit, if any, will be forfeited.

### Article 4 - Vacating the Accommodation

4.1 At the end of the term the accommodation must be vacated free from any personal effects and in the same state as it was when possession thereof was taken.

4.2 At the time of vacating the accommodation the University will inspect the state thereof and in the presence of the resident concerned will point out any damage found to exist. Any comments made by or disputes with residents in this regard will be set out on the accommodation return sheet, to be signed by the resident concerned by way of acknowledgment thereof.

## RULES OF BEHAVIOR

### Article 5 - Use of the Accommodation and Rules

5.1 Residents may fully utilize the facilities and items in the accommodation and make use of the common areas, observing the rules and schedules that regulate their use in each Hall of Residence and consistent with the needs of others to use and enjoy their own accommodation and associated common areas and facilities.

5.2 Residents are required to comply with these Regulations as well as any other rules of proper behavior, ethics and common sense that foster healthy and civil communal living. Residents are also required to comply with any regulations governing the services specifically provided at each Hall of Residence, which will be duly communicated and publicized.

5.3 Residents must take care of their own health and safety and not harm that of other persons present on the premises. In particular, residents must:

- observe the directives and instructions given by staff for the purposes of collective and individual safety;
- use the equipment of the Halls of Residence correctly;
- immediately report any shortcomings in safety as well as any dangerous situations of which they become aware, taking direct action in case of urgency;

- notify those situations to staff without prejudice to the obligation to eliminate or reduce situations of serious and imminent danger as best they can in the meantime;
- not remove or modify any safety equipment, alarms or monitoring devices without authorization;
- not take any steps on their own initiative not falling within their remit or which may compromise their own safety or that of others;
- participate in whatever training programs may be organized at the Halls of Residence.

5.4 The maintenance of the quality of the accommodation and services is not only a matter for staff but is also the direct responsibility of residents. In the event that the room / apartment is found to be in a condition that does not enable the periodic cleaning service to be performed, the University may arrange for a special cleaning of the room / apartment. In that case the cost of the service will be charged to the occupants of the room / apartment, dividing the amount equally between them. The special cleaning operation must be paid for within seven days after the University so requests.

5.5 Furthermore, residents must:

- periodically check the efficiency of the equipment and furnishings made available to them, promptly communicating any faults;
- arrange for the adequate cleaning of their room and associated balcony, the bathrooms and common areas inside the apartment;
- permit the carrying of the necessary routine and extraordinary maintenance work, in which case the University is also authorized to order the temporary transfer of residents to other premises or, if alternative accommodation is unavailable, to temporarily suspend the right to accommodation of the residents involved;
- promptly report any contagious diseases contracted during the term for which the accommodation has been allocated to them;
- immediately inform the University of any loss or theft of the keys, where provided, which allow access to the Halls of Residence and to residents' own room / apartment.

5.6 Although providing normal security, the University is not liable for any theft of or damage to residents' personal property.

5.7 Residents are required to pay the rent for their accommodation in advance by the deadline specified by the University when the accommodation is allocated to them. In the event of late payment the University of its own motion may freeze a resident's university studies from an administrative standpoint and if payment is not made within three months the accommodation will be forfeited pursuant to article II hereunder.

## **Article 6 - Maintenance and Repairs - Damage**

6.1 Residents must immediately report any faults that occur in the accommodation itself or common areas.

6.2 In the event of damage to property, facilities and furnishings in the common areas or costs for special cleaning operations arising out of a resident's negligence, including if detected or incurred after the latter has vacated the accommodation, the residents concerned shall be required to pay compensation for the damage caused without prejudice to the right of the University to appropriate in whole or part the security deposit (if paid and not yet returned) with the obligation for the resident to replenish the amount deducted within ten days.

6.3 By accepting these Regulations, residents acknowledge - waving now and for the future any right to object in this regard - that the University may enter the accommodation to carry out inspections. Should the residents concerned not be in their rooms at the time, the University may nonetheless at its discretion proceed with the inspection, possibly in the presence of another resident or third party.

## **Article 7 - Visitors**

7.1 Access by visitors to the Halls of Residence is permitted from 9.00 a.m. to 11.00 p.m., provided that this does not disturb other residents. Visitors must provide their personal details to the concierge or security staff and leave an identity document, which will be returned at the end of the visit.

7.2 Residents are jointly and severally liable with their guests for all of the latter's actions and conduct that is relevant for the purposes of article 2043 of the Civil Code. In any case, guests must comply with the rules set forth in these Regulations.

7.3 Access by visitors under the age of 18 is permitted if they belong to the resident's family unit and are accompanied by adult family members. Responsibility for the minor lies with the resident or the accompanying family members.

## **DISCIPLINARY MEASURES AND SANCTIONS**

### **Article 8 - Disciplinary Measures and Sanctions**

8.1 Residents who contravene the provisions of these Regulation or who in any case do anything detrimental to the normal functioning of the Halls of Residence are subject to the following disciplinary measures in increasing order of gravity:

1. pecuniary fine;
2. written warning with pecuniary fine;
3. forfeiture of accommodation.

## **Article 9 - Pecuniary Fine**

**9.1** Pecuniary fines are set and imposed by the University's Accommodation & Campus Services Office and may range from € 100 to € 500. The imposition of the fine is communicated to the offender by e-mail and within seven days after receipt of that e-mail the resident may send their explanation to [residenze-collegi@luiss.it](mailto:residenze-collegi@luiss.it), following which the fine will either be confirmed or modified. If the fine is confirmed, the resident will have to arrange for payment within 10 days after receipt of the communication to that effect. In the event of non-payment, the amount of the penalty will be deducted from the security deposit, if any, which said security deposit must then be replenished.

**9.2** Pecuniary fines are imposed in the event of breach of the following prohibitions:

1. bringing in and using stoves, ovens, hot plates, grills or heating elements of any kind other than the equipment specifically provided by the Halls of Residence without the University's prior authorization;
2. keeping animals of any species on the premises of the Halls of Residence and in the appurtenant external areas;
3. bringing in or moving furniture or equipment of any kind into individual rooms or common areas: any need there might be for educational purposes to place other furniture and/or equipment in the individual rooms must be reported to the University and is subject to specific authorization;
4. moving, assembling or modifying any furnishings, without the University's prior authorization;
5. moving to rooms any furniture or equipment removed from common areas;
6. carrying out or having repairs carried out without prior authorization;
7. placing any material in the common areas;
8. placing on terraces or window sills any object whose presence there could constitute a danger to the safety of passers-by or is prohibited by the municipal regulations in force from time to time;
9. engaging in all sorts of actions or pranks that, due to their dubious taste and dangerousness, can cause damage to other residents or staff on duty, passers-by and neighbors or to the premises and the items therein;
10. negligence in keeping the accommodation clean and tidy;
11. violation of any other provision of these Regulation not expressly indicated in the articles 10 and 11 hereunder.

**9.3** The amount of any fines will be used to improve the services and activities organized for students within the Halls of Residence.

## **Article 10 - Written Warning with Pecuniary Fine**

**10.1** A warning consists of a written complaint to residents by the relevant LUISS Director, in which the amount of the pecuniary fine is set and specified. The imposition of the fine is communicated to the offender by written communication delivered by hand or, if that proves impossible, by registered letter to the resident's home address.

**10.2** A written warning with pecuniary fine is given if residents:

1. install devices to lock rooms or apartments other than those supplied;
2. occupy a bed other than the one allocated;
3. throw water or other materials out of windows or from balconies that could damage the premises or pose a danger to other residents and passers-by;
4. create disturbance in any way: after 11.00 p.m. and before 9.00 a.m. it is forbidden to make sounds and noises of any kind that disturb the peace and undermine respect for other residents;
5. modify, tamper with or adjust equipment, varnishing or paintwork;
6. smoke in either the common areas or individual rooms;
7. repeat breaches that entail the imposition on the resident concerned of one or more pecuniary fines under article 9 above during university studies.

## **Article 11 - Forfeiture of Accommodation**

**11.1** Accommodation is immediately and automatically forfeited if residents:

1. engage in conduct contrary to the law, municipal regulations, public order and morality;
2. breach rules of behavior that have caused serious damage to the facilities, other students or third parties;
3. engage in conduct or acts in a way that may endanger, even if only potentially, persons or property and/or that constitute a violation of the laws and regulations in force;
4. assign or permit others to use the accommodation in their absence;
5. give the keys or permission to use the keys so as to enable third parties to gain entry to the Halls of Residence and/or individual rooms;
6. receive visits in breach of the provisions of article 7 above;

7. keep, in either their own rooms or common areas, weapons, flammable materials, drugs, harmful substances or substances prohibited by law;
8. gamble or participate in gambling;
9. make false declarations in order to obtain the accommodation;
10. do not pay the sums due for expenses under article 6 above;
11. fail to pay rent for three months;
12. repeat breaches that entail the imposition on the resident concerned of one or more written warnings under article 10 above during university studies

**11.2** Upon becoming aware of circumstances that could give rise to forfeiture of the accommodation, the University's General Manager shall request the resident concerned to provide clarifications on the incident while at the same time making the appropriate inquiries. On the basis of the inquiries made, the University's General Manager will formally notify the resident of the charges against them and invite the latter to submit an explanation in writing within five days after receipt of notice of the charges. On the basis of further investigations carried out, the charges will be dropped if no breach is established. On the contrary, if a breach is proved and the charge confirmed, the University's General Manager shall notify the resident of forfeiture and shall report the incident to the Rector for ensuing disciplinary action.

**11.3** Forfeiture of the accommodation entails exclusion from any right to compete for accommodation in the following academic years.

## FINAL PROVISIONS

### **Article 12 – Residents' Committee**

**12.1** At the Halls of Residence a Student Representative Committee is set up, consisting of two residents elected by a meeting of all residents convened by the residents themselves by October each year. The Committee has advisory functions and may submit proposals to the University regarding how to improve the functioning of the services at the Halls of Residence and community life.

**12.2** The quorum for any such meeting is the majority of residents at the Halls of Residence, and resolutions are adopted by majority vote of those present.

### **Article 13 – Other Rules and Regulations**

**13.1** For matters not specifically addressed in the preceding articles hereof, reference is to be made to the provisions of the calls for application for the allocation of accommodation, the specific rules governing the individual Halls of Residence, the [LUISS Code of Ethics](#) and the [Code of Conduct for LUISS Carli Students](#) as well as to the laws, rules and regulations in the matter in force from time to time.

**13.2** By signing these Regulations to convey acceptance hereof, residents submit to the exclusive jurisdiction of the Courts of Rome for all disputes concerning the lawfulness, validity, effectiveness and implementation of each and every one of the provisions hereof.