



UNIVERSITÀ  
DEGLI STUDI  
DI BRESCIA

## University residence regulations

Issued with Chancellor's Decree no. .... dated .....

### Art. 1 Subject - hospitality relationship

1. These regulations govern guests' use of the accommodation facilities and the community life therein.
2. The University of Brescia (hereinafter, the 'University') ensures that the accommodation services inside its residences comply with the provisions stated in the relative invitations to apply for said services, as well as with these Regulations.
3. With regard to guests who are assigned a place in the residences (hereinafter, 'assignees'), the University shall define the relative fees based on a dedicated rate table that is approved by the Board of Directors and published on the University website. Fees must be paid in advance, by the 10<sup>th</sup> of each month; if a guest fails to make two consecutive fee payments, the department in charge shall block his/her university career pursuant to article 14, until the balance due is settled. Further failure to pay, or further delaying an overdue payment, may lead to the service being suspended or withdrawn, pursuant to articles 18 and 19.
4. The hospitality relationship is personal and begins upon check-in.

### Art. 2 Access to the accommodation service

1. Access to the accommodation service is primarily reserved for guests who meet the requirements set out in the relative invitations to apply and who have accepted their place, or who have been called from the waiting list for free places. Other individuals identified by the University through a specific decree may also access the accommodation service.
2. After completing the application process, individuals who have been assigned an accommodation place shall undertake to occupy said place in accordance with the time frames stated in each invitation to apply. Reconfirmation of or changes to the accommodation places assigned are governed by the respective invitations to apply, published annually.
3. In order to pick up the keys to their assigned room, as well as their ID badge and any other access credentials, individuals who have been assigned an accommodation place must present the following at check-in:
  - a) a valid identity document (ID card or passport);
  - b) payment receipt for the security deposit in accordance with the provisions of the relative invitation to apply;
  - c) a copy of the payment receipt for the first instalment of the enrolment fees.
4. In order to protect users, the University may request that individuals who have been assigned an accommodation place undergo a medical examination, if there are any serious doubts



regarding their state of health which are such as to compromise their staying at the residence. In the case of serious and contagious illness, ascertained by a doctor, the individual in question is required to isolate from other guests in the residence. If an individual is found to have a contagious disease, he/she may be immediately and temporarily removed from the Residence and may only return after providing certification from a GP, or the competent doctor, stating that his/her condition is suitable for communal living. Failure to comply with the above requirements may result in temporary suspension or - if the conditions apply - withdrawal of the assignee from the accommodation service, pursuant to articles 18 and 19.

5. At check-in, assignees will be provided with a copy of these Regulations, as well as a document containing information on fire and emergency prevention. Assignees shall sign to confirm that they have received these documents and that they unreservedly accept their content.
6. Should guests have special needs due to a disability, they may ask the department in charge to make non-standard adjustments to the accommodation. Should these adaptations go beyond the provisions of applicable legislation regarding barrier-free accessibility, the University may ask the applicant for a contribution towards the work.

### **Art. 3 - Safety**

The health and safety plan and relative safety devices are there to protect all residents. Each assignee is obliged:

- to respect all existing safety devices, which may only be used for their intended purposes (in particular, it is forbidden to use emergency exits if there is no emergency);
- to contact the caretaker service supervisors to report emergency situations;
- to get informed and know about what to do in case of an emergency, reading the documentation available in each room and in the communal areas;
- to report any anomalies with safety devices or any inappropriate behaviour to the caretaker service supervisors, for prevention purposes;
- to take part in drills and emergency simulations prepared by the University.

### **Art. 4 Security deposit**

1. Anyone staying in the residences, with the exception of those using the guesthouse service, must pay a non-interest-bearing security deposit before entering the accommodation, the amount and payment method of which shall be defined by the Board of Directors through a specific resolution and published on the University website.
2. The deposit will be returned at the end of the stay in the accommodation facility, or if the individual leaves their place early/loses their place. Reimbursement of the security deposit is subject to checks being carried out into any damage and/or problems caused in relation to the property, structures and furnishings of the Residences, as well as deductions for any necessary extraordinary cleaning for which the assignee accepts personal and/or joint responsibility. Reimbursement is also subject to checks being carried out into whether any sanctions have been imposed that have not yet been paid.
3. The corresponding amount of any damages and/or breakages, as referred to in paragraph 2, shall be deducted from the security deposit, once their seriousness and the relative liability have been ascertained, without prejudice to any additional measures being taken, and after the individual in question has been informed thereof in writing. This shall nonetheless be without prejudice to the right to claim compensation for any greater amounts due.
4. Assignees are required to reinstate the original deposit amount within ten days from receiving the written notification referred to in paragraph 3. Failure to reinstate the deposit amount by this deadline shall lead to an immediate block of the individual's university career pursuant to art. 14. Failure to reinstate the deposit amount within 40 days from receiving the written notification



referred to in paragraph 3 may result in the service being suspended pursuant to art. 18.

5. Assignees who permanently leave the Residence after completing their course of study or those who turn down their place or abandon, withdraw or lose it, must provide written notification thereof pursuant to art. 5, paragraph 8, and shall have the right to a refund of the deposit paid. Should it not be possible to return the deposit within 30 days from receiving notification of the assignee leaving or abandoning the residence, due to him/her failing to indicate his/her IBAN, or if there are ascertained reasons why it is objectively impossible to return the deposit, the University shall be authorised to cancel the reimbursement in its accounts.

#### **Art. 5 Check-in/check-out and delivery/return of keys/access credentials**

1. At the beginning and at the end of their stay, individuals who have been assigned an accommodation place must sign the report regarding check-in/check-out and the delivery/return of keys-access credentials, in the presence of a caretaker service supervisor; these documents contain information on the state of the interiors and furniture in the assigned room, at the time of it being handed over and when it is left.
2. Assignees are required to indicate any allergies to specific products in this report, so that they can be flagged up to those in charge of cleaning and rodent/cockroach control.
3. If an individual does not sign the report regarding check-in and delivery of keys/access credentials, he/she shall not be assigned a bed.
4. If, during check-in, the assignee does not report in writing any damage or anomalies found in the room upon entering, then these may be attributed to said assignee, both as a result of any inspections and as part of the checks completed at check-out. If an assignee is not present at check-out for the exit inspection to be carried out, then this will be carried out by caretaker service staff, with any anomalies or damages found being charged to the assignee in question, including expenses for any extraordinary cleaning required.
5. Assignees are responsible for any changes and/or damages not indicated in the check-in/check-out report, with the exception of any deterioration or wear and tear resulting from normal use of the assigned property.
6. Upon signing the report regarding check-in and the delivery of keys-access credentials, assignees will receive the room keys and ID badge for entering the buildings, as well as any additional credentials. It is forbidden to duplicate keys, ID badges or any other credentials and under no circumstances must these be given to third parties. If keys/access credentials are lost or stolen, assignees must immediately inform the department in charge in writing and, where necessary, must file a report with the judicial authorities, handing in a copy thereof. The subsequent costs to change the lock or to reissue the ID badge/issue new access credentials shall be borne by the assignee.
7. It is forbidden to install room locks other than the existing ones. If different locks are found to have been installed, the department in charge shall ask the assignee to remove them immediately. In the event of non-compliance within 10 days of formal notice being delivered or, in any case, within 20 days of formal notice being sent, the individual's university career shall be immediately blocked pursuant to art. 14. Should the assignee continue to fail to comply, then the service may be withdrawn pursuant to art. 19, with him/her subsequently being obliged to leave the accommodation. The assignee shall be charged for any expenses incurred to restore the normal functionality of the room.
8. Fees are due up until the check-out date.
9. Assignees are nonetheless required to permanently clear the accommodation of any personal belongings in August, also in order to allow for appropriate disinfection work and any extraordinary cleaning, unless they have specifically requested to pay to use the accommodation service for that month. Upon request, a free luggage storage service is available.



### **Art. 6 Staying in the accommodation facilities**

1. The department in charge will inform guests who are no longer assignees in writing about any materials and personal belongings that are being stored at the Residence or were found when the rooms were vacated and have not yet been collected; this notification will be sent to the individual's last university e-mail address, setting a cut-off deadline of 30 days to collect the items. After this deadline, the items will be considered abandoned and will be permanently disposed of.
2. During the academic year, the department in charge reserves the right, ex officio, to transfer an assignee to another room/residence, if there are reasons to do so regarding the functionality of the service and/or for communal living purposes; in this case, a specific and reasoned provision must be issued. Other measures may be taken in the event of inappropriate and violent behaviour towards other Residence guests and/or members of staff, or if the building and/or its contents are damaged. The assignee in question must move by the deadline indicated by the department in charge in its formal notification. The assignee may submit a written statement against the measure taken to the Department Director, who shall make a decision on the matter, without any formalities. If the student does not comply, his/her university career will be blocked pursuant to art. 14 and, should this non-compliance continue, the service will be suspended pursuant to art. 18. Failure to comply within 30 days from receiving the notification shall lead to the service being withdrawn pursuant to art. 19, with the assignee in question being subsequently required to vacate the accommodation.
3. Assignees are required to notify Reception in writing if they will be absent from the residence for more than ten consecutive nights; unless duly justified, any absences of longer than ten nights shall result in the service being withdrawn and the fees having to be paid for the entire assignment period.
4. If, during the period of time when a student has been assigned an accommodation place, he/she wins an international mobility place or takes part in an internship or training scheme, then he/she must report the duration of their absence to Reception and provide all the relative documentation, which will then be checked by the departments in charge. In these cases, the student is obliged to clear the room of his/her personal belongings and the University reserves the right to use the room, nonetheless guaranteeing the student the right to an accommodation place when he/she returns from his/her period of absence.

### **Art. 7 Ban on transferring accommodation places**

1. Assignees are not allowed to transfer use of their accommodation place to third parties, and nor may they use a different one to the one assigned to them. Subletting accommodation is prohibited.
2. Failure to comply with this provision shall lead to the service being withdrawn pursuant to art. 19.

### **Art. 8 - Rules of conduct**

1. During their stay in the Residence, assignees' conduct must be based on mutual respect, fairness, politeness and civil coexistence, co-operating with the other guests and members of staff.
2. Upkeep of the interiors, the services offered and the green areas is entrusted not only to Residence staff, but also to the responsibility and respectability of users.
3. Assignees must avoid making loud noises that may disturb other guests and must ensure silence between 11pm and 8am, both in their rooms and in the communal areas.
4. Assignees must use electricity and water in a normal and correct manner. Any misuse (e.g. lights turned on for no reason, electrical appliances switched on and left unattended, etc.) will be challenged by the department in charge and a fine will be applied pursuant to art. 17. Repeated misuse may result in the service being suspended pursuant to art. 18.



5. All residences have communal and/or in-room kitchens, equipped with refrigerators, ovens and hot plates. Assignees must not leave the food being cooked unattended, they must remember to turn off the electric hot plates and must leave the kitchen tidy after use. Dishes and/or food scraps left in the communal kitchens after use will be removed and disposed of by the cleaning staff. It is absolutely forbidden to tamper with the protected switches in the kitchens. Assignees are required to store all food inside refrigerators in a box with a suitable label identifying the owner; all refrigerators will be cleaned once a month and anything not labelled as per the above shall be removed and disposed of.
6. Assignees are obliged to keep communal areas clean, tidy and respectable. Any problems with utilities and personal or communal equipment (electricity, water, lifts, etc.) must be immediately reported to the caretaker service staff. In all communal areas, assignees are responsible for looking after the premises and property that they are allowed to use. It is not allowed to use communal areas for public meetings, unless this has been duly authorised by the department in charge.
7. It is nonetheless forbidden to:
  - a) bring in and use any equipment with electrical resistance inside the Residence (electric and gas cookers, toasters, ovens, stoves, etc.), without prejudice to the use of the equipment supplied with the kitchenette or kitchen area, if they were already in the Residence. It is also forbidden to use refrigerators and air conditioners in the rooms. Should such items be discovered following an inspection, the department in charge shall formally ask the assignee to remove them;
  - b) smoke in any room inside the Residence, as provided for and sanctioned by art. 51 of Italian Law no. 3 of 16.01.2003;
  - c) bring flammable materials, non-fireproof furnishings or illicit substances into the residences and to keep them in the rooms;
  - d) keep any kind of animal inside the accommodation facilities or in the relative external areas, with the exception of guide dogs as per applicable legislation;
  - e) move, modify or adapt the furniture provided in the rooms, remove or introduce furniture or equipment from the communal areas into the rooms, or to disassemble, modify or do anything else to the furnishings;
  - f) tamper with protected switches, smoke detectors and any other device provided in the Residence;
  - g) carry out any sort of action or joke, that is done in such bad taste and is so dangerous as to cause harm to other guests or on-duty staff, passers-by, the surrounding area or the buildings and their contents (e.g. throwing water balloons, tampering with safety and service devices, rooms and equipment for shared use made available to assignees, throwing anything at all, etc.);
  - h) organise parties or meetings inside the rooms, on the floors or in other areas, without the required authorisation to do so;
  - i) leave leftover food and drink in the kitchen, in communal areas or in refrigerators (in the event of prolonged absences). The assignees responsible shall be charged for any extraordinary cleaning expenses, with the latter possibly also being deducted from their security deposit;
  - j) l. allow external people to use the services reserved for residents;
  - k) m. place any object whatsoever on the terraces or windowsills that may endanger the safety of passers-by, or that is nonetheless prohibited by applicable municipal regulations.
  - l) Any guest who, after receiving a verbal warning from a member of staff, continues to cause disturbance and/or harm to people or things, shall be fined.
8. Non-compliance with the prohibitions and provisions referred to in paragraph 7 shall lead to the department in charge imposing a fine pursuant to art. 17 and the service potentially being suspended/withdrawn based on the provisions of articles 18-19; if the legal requirements are met to do so, this shall also be reported to the competent departments and bodies for the





possible application of additional sanctions.

### **Art. 9 Meetings and parties**

1. Assignees may organise small indoor parties/meetings in the Residence areas indicated by the University, with the maximum number of guests depending on the rooms being used and the relative fire prevention regulations applicable. Such parties must nonetheless end before midnight.
2. Authorisation requests must be submitted to the head of the department in charge at least five working days before the event;
3. It is not permitted to drink or distribute alcohol.
4. It is forbidden to use the kitchen to prepare food destined for parties or other events.
5. A fine will be imposed pursuant to art. 17 if any of these provisions are breached. In the most serious cases, the service will be suspended or withdrawn pursuant to articles 18 and 19.

### **Art. 10 Visits**

1. Assignees may receive visitors between 8am and 11pm, with the exception of the indications below.
2. To access the Residence, visitors must be identified and registered by caretaker service staff, by showing their ID document and, if non-EU nationals, also a copy of their residence permit. If necessary, caretaker service staff shall ask for approval from the person receiving the visit.
3. Outsiders are not allowed to access the Residences at night and nor may they stay overnight. If this provision is breached:
  - a) the visitor will be immediately removed and temporarily banned from entering the facilities;
  - b) the assignee
    - shall be charged the applicable accommodation fee as an expense reimbursement, should it be found that the visitor spent the night in the Residence; assignees will also receive a written warning;
    - if such non-compliance is repeated, a fine will firstly be applied (pursuant to art. 17) and an expense reimbursement charged; should it happen again, the service will be suspended (pursuant to art. 18).
4. Visitors are only allowed inside the assignee's room (maximum one person), in the lobby and in the communal areas identified beforehand by the department in charge.
5. The department in charge reserves the right to deny external individuals access to the Residences if they have been reported for not complying with these Regulations, for particularly serious offences or for not having behaved in a civil way and/or based on mutual respect when using the accommodation facilities and in their relationships with guests and on-duty members of staff.
6. Assignees are jointly and severally liable with visitors for any damage caused to the facilities and/or for any breaches of these regulations, which may have been committed by the latter.

### **Art. 11 Equipment and cleaning of the assigned rooms**

1. Assignees are responsible for the upkeep and functionality of the property made available to them.
2. The University shall not be held liable vis-à-vis assignees for any valuables or money or anything else that the latter may keep in their room/accommodation or in the communal areas.
3. The University provides assignees with a room complete with furniture only, which must be



returned in the same condition, with the exception of any deterioration or wear and tear resulting from the normal use of the assigned property.

4. Assignees are responsible for their own linen and kitchen accessories, bedsheets, pillowcases, towels, pots and pans and plates (as these are not provided as standard), with the exception of emergency situations at the discretion of the Department Director.
5. Rooms are handed over already clean. Each assignee is required to keep their room and bathroom in good hygiene/sanitary conditions. Once a week, rooms will be cleaned by an external service provider. Failure to comply with these requirements will lead to a fine being imposed pursuant to art.  
17. In the most serious and repeated cases, this could lead to the service being suspended/withdrawn pursuant to articles 18 and 19 and, if legal requirements are met to do so, a report may be submitted to the competent departments and bodies for the possible application of additional sanctions.
6. Cleaners will access the rooms on a weekly basis, unless assignees state otherwise; in this case, assignees must promptly inform the caretaker service staff 24 hours beforehand, either over the telephone or via e-mail.
7. If a guest has demonstrable requirements, he/she may ask for the cleaning service to be suspended for a maximum of two consecutive weeks, subject to informing the caretaker service staff thereof.
8. If the cleaning service is suspended for the duration of the stay, an extraordinary cleaning charge will be deducted from the security deposit at check-out.

#### **Art. 12 Checks and inspections**

1. Caretaker service staff at the Residences have spare keys to the rooms. Said members of staff may ask for ID in order to grant access to the Residences, should they deem this to be necessary.
2. If it is necessary to access the rooms in order to check the state of the premises, carry out technical inspections and/or extraordinary work or check any breaches of these Regulations, the department in charge shall inform the assignee in question thereof in advance, providing appropriate notice, also short notice in cases of absolute necessary or emergency. If the assignee in question is absent or cannot be reached, members of staff may nonetheless be formally authorised by the department in charge to enter his/her room. Staff may take photographs to prove any anomalies present.
3. After members of staff have entered the room, they shall report any issues to the department in charge to allow for the necessary measures to be taken.
4. If there are well-founded grounds to believe that there is a state of emergency or a hazard, the department in charge may in any case authorise access to the accommodation, even without providing any notice, also asking the police for help if necessary.



### **Art. 13 Liability**

1. Assignees are responsible for the upkeep of the premises and property assigned to them for use (also temporary use); at the end of each stay, said premises and property must be returned in the same condition as they were originally handed over, with the exception of any normal wear and tear.
2. Assignees will be liable to pay compensation for any damages caused to the property used, whether personally or by their visitors.
3. Everyone staying in a multi-bed room shall be held jointly liable for any damages, unless a single individual is found to be responsible.
4. All guests in the Residence shall be held liable for damages caused to items inside the communal rooms and/or for removing said items, unless individual responsibility has been ascertained; when using items inside the Residences, assignees must report any damages or malfunctions to caretaker service staff. If it is not possible to ascertain individual responsibility, charges will be officially made by posting a suitable notification on the Residence noticeboard (and/or by sending an e-mail); said charges will be addressed to all guests in the accommodation, or to only some if it is possible to narrow down the culprits.
5. Under no circumstances may the University be held liable for offences or crimes committed against Residence guests. Should assignees be responsible for such offences or crimes, as well as these being duly reported, the individuals in question may also be suspended or withdrawn from the service pursuant to articles 18 and 19, without prejudice to any further civil or criminal proceedings.

### **Art. 14 Administrative measures: general blocking of the University career**

In the cases and under the conditions provided for by these regulations, the University may block a student's career; the department in charge shall see to the student's career being blocked, which makes it impossible for him/her:

- to enrol for the subsequent academic year;
- to register exams with credits;
- to sign up for exams;
- to transfer to another course or to another university;
- to change his/her career;
- to issue certificates.

### **Art. 15 Sanctions**

1. Should the provisions in these regulations be breached, offenders shall be subject to the following sanctions:
  - a) warnings;
  - b) fines;
  - c) suspension of the service;
  - d) withdrawal of the service.
2. The Department Director may impose warnings and fines after being notified by the department in charge, while only the Chancellor may suspend or withdraw the service.
3. After ascertaining offences and the relative culprits, the Department Director shall send a written complaint to the assignees in question, informing them of the breaches of these regulations and





setting the deadline for any objections. Within five days from receiving this written notification, assignees may submit their objections to the alleged facts in writing.

4. Once the deadline referred to by paragraph 3 has elapsed, the Department Director shall impose the relative sanction or shall archive the case, notifying the individual thereof in writing.
5. Students may appeal against the Department Director's decisions to the Chancellor, within five days from receiving said notification. For any measures more serious than a fine, students may appeal to the Academic Senate, also within five days. Submitting an appeal shall not suspend the enforceability of the relative sanction.

#### **Art. 16 Sanctions: warnings**

1. Warnings refer to reasoned, written warnings sent to assignee-students.
2. If two written warnings are issued during the same academic year, a fine pursuant to art. 17 shall be applied.

#### **Art. 17 Sanctions: fines**

1. Fines are a pecuniary sanction, the amount of which is decided upon through a resolution passed by the Board of Directors; fines must be paid no later than ten days from when notice of the disciplinary measure is received.
2. Once the deadline referred to by paragraph 1 has elapsed, the amount shall be automatically deducted from the security deposit, which must then be reinstated pursuant to art. 4 of these Regulations.
3. In addition to the cases described in these Regulations, a fine may also be imposed if:
  - an assignee who has already received a warning breaches the provisions of these regulations in such a way as to warrant the application of a warning pursuant to art. 16;
  - particularly serious offences, not stated by these Regulations, are committed by an assignee, damaging people or things inside the residences;
  - an assignee fails to remove items placed on windowsills or balconies, after being asked to do so in writing by a member of staff.

#### **Art. 18 Sanctions: suspension of the service**

1. Suspension of the service, as ordered by a Chancellor's Decree, shall involve the assignee in question being temporarily banned from his/her Residence, from 1 to 30 days.
2. In addition to the cases described in these Regulations, the service may also be suspended if:
  - an assignee has already been fined twice and once again breaches these regulations;
  - particularly serious offences, not stated by these Regulations, are committed by an assignee leading to him/her being the subject of criminal proceedings and/or restrictive measures.



### **Art. 19 Sanctions: withdrawal of the service**

1. The accommodation service may be withdrawn by a Chancellor's Decree if any breaches of conduct regulations cause serious damage to the University or to third parties, or if the assignee is suspended more than once.
2. An assignee shall be immediately deprived of his/her accommodation place in the following cases:
  - conduct that goes against law and order and the principles of morality;
  - if inflammable materials, weapons, explosives or harmful substances, drugs or psychotropic substances are brought inside the Residence;
  - if keys, ID badges and other access credentials for the Residence are transferred to third parties or if third parties are granted use of them;
  - if the bed is not used for more than one third of the time when it could have been used;
  - if an assignee who has already been temporarily banned from the Residence twice breaches the provisions of these regulations in such a way as to warrant another temporary suspension from the Residence service pursuant to art. 18.

### **Art. 20 Forfeiture of the service**

1. Assignees shall lose their right to a bed/room in the following cases:
  - a) if they graduate from their course of study;
  - b) if they delay in providing the requested documentation or fail to do so or said documentation is incomplete;
  - c) if they transfer to another university;
  - d) if they fail to continue with their studies;
  - e) if they definitively give up their accommodation place;
  - f) if the department in charge ascertains that they do not meet the requirements to apply for an accommodation place;
  - g) if they fail to provide notification that they have enrolled with another university;
  - h) if they submit a false ISEE (*financial standing*) declaration;
  - i) if they fail to obtain the three-year degree by the extraordinary graduation sessions for the academic year in which they are enrolled, as per their first year of enrolment, beyond the normal duration of the course.
2. Forfeiture of the service shall be ordered by a Chancellor's Decree and the individual involved shall be duly notified thereof.

### **Art. 21 Insurance cover**

1. Assignees of an accommodation place are insured against any accidents that may happen inside their University Residence, through a dedicated insurance policy.
2. Under no circumstances shall the University accept responsibility if assignees' personal belongings and/or valuables are stolen or damaged.

### **Art. 22 Privacy policy**

Pursuant to European Union Regulation no. 2016/679, personal data are collected as part of the operations involved with managing the service and pursuing the University's institutional purposes.



### **Art. 23 Final provisions**

1. For anything not covered by these Regulations, reference should be made to the provisions stated in the annual invitations to apply as well as to legal provisions, in particular the Italian Civil Code, to the extent that this is applicable.
2. The provisions of these Regulations and the related sanctions also extend to students taking part in international projects (e.g. Erasmus) and external guests, to the extent that they are compatible.