

# General Rental Conditions

## Faculty Club – Université Côte d'Azur

### Description of the facility

The Faculty Club offers studios and apartments in university residence halls for short or medium-length stays of researchers, instructors, and post-docs, whom the University of the Côte d'Azur needs to accommodate as part of their teaching or research activities.

The housing at the Faculty Club is managed by the CROUS Nice/Toulon. The Welcome Center of the University of the Côte d'Azur (Olivier Chesneau Student Center, 5 avenue François Mitterrand, 06300 Nice) manages the assignment of the units as well as the billing and collection of rent on behalf of the CROUS.

The maximum length of a lease is limited to three months so as to allow access to the Faculty Club lodging for the greatest number of University Côte d'Azur (henceforth UCA) guests and guests of UCA members.

### General Rental Conditions (henceforth CGL)

The goal of these general conditions is to specify the terms under which short-term rentals can occur at the Faculty Club.

These CGL are transmitted to applicants before each rental.

Every reservation therefore commits the applicant to completely and unconditionally abide by these CGL to the exclusion of all other documents.

UCA reserves the right to modify and/or add to these conditions at any time. The new version of the CGL will be in force as soon as it is uploaded online on the website (<http://univ-cotedazur.fr/fr/uca-international/welcome-center>).

The lessee is encouraged to regularly check for the latest version of the applicable CGL. The lessee acknowledges having the full legal capacity allowing him or her to enter into these CGL.

The lessee is required to use the occupied premises in a respectful fashion and according to their intended purpose. He or she commits to abide by all Faculty Club rules and regulations, especially its bylaws.

### Reservation request

Each reservation request must be completed online on the website of the UCA Welcome Center (<http://univ-cotedazur.fr/en/uca-international/welcome-center>) by means of a form for this purpose. An automatic email will be sent to the email address provided by the applicant specifying the details of the submitted request.

The request should be sent at least 7 days before the start of the desired rental.

The Welcome Center will respond to the applicant within 7 working days and indicate the availability of the requested accommodation for the desired dates of the stay.

### **Eligibility criteria, rental period**

Rental units are awarded on a temporary basis and cannot exceed a maximum of 3 months so as to allow access to the Faculty Club lodging for the greatest number of University Côte d'Azur guests and guests of UCA members.

Priority is given to those visitors coming to work on projects funded by the UCA<sup>JEDI</sup> IDEX program.

To allow the Welcome Center to determine the priority of the request, the following information must be provided on the initial, online request: the purpose of the visit and its connection (if any) with a project funded by the UCA<sup>JEDI</sup> IDEX program (including the signed contract), and the email address of either a UCA contact person or the UCA member institution providing the invitation.

The request form may be filled out by the applicant or the contact person of the UCA institution which has provided the invitation.

### **Confirmation/Rejection of the reservation**

According to availability and the priority of the request, the Welcome Center will approve or reject the assignment of a rental unit. The applicant and the contact person will then receive an email from the Welcome Center. If the desired type of unit is not available during the dates of the stay indicated on the request, another type of unit or other slightly shifted dates could be offered should availability allow.

The confirmation email will include the details of the rental unit assigned by the Welcome Center.

The Welcome Center will inform the CROUS of the upcoming rental and transmit the request with the details provided by the applicant to the managers of the CROUS Faculty Club. The CROUS will then contact the lessee and provide him or her with instructions for accessing the rental unit.

### **Rates**

The prices are provided before and during the booking of rental units. They are quoted per unit for the number of occupants and selected dates. The rates are provided in euros and include tax. The rates account for the VAT applicable at the time of the reservation. Any change in the applicable VAT will be automatically reflected in the charges listed when billing is done. Any modification or introduction of statutory taxes or regulatory fees by the relevant authorities will be automatically reflected in the charges listed at the time of billing.

The rental rates are set by the CROUS. The Executive Council of the UCA has adopted and approved the same pricing as that of the CROUS. UCA bills the rent and forwards the payments in turn to the CROUS. A change in pricing by the CROUS will also be adopted by the UCA, subject to a vote by its Executive Council.

Rates currently in force:

Type of Unit	Surface Area	Max. Number of People	Prices with tax (including 10% VAT)			
			1 Month	1/2 month	1 Week	1 Night
<b>T1</b>	20 m <sup>2</sup>	1 (single bed)	425 €	340 €	210 €	50 €
<b>T1double</b>	~20 m <sup>2</sup>	2 (double sofa bed)	425 €	340 €	210 €	50 €
<b>T1bis</b>	31 m <sup>2</sup>	2 (double bed)	550 €	440 €	270 €	60 €
<b>T2</b>	46 m <sup>2</sup>	4 (double bed + double sofa bed)	650 €	520 €	340 €	80 €
<b>T3</b>	64 m <sup>2</sup>	6 (2 double beds + double sofa bed)	800 €	640 €	400 €	100 €

Rentals which are part of a project funded by the UCA<sup>JEDI</sup> program could be granted free of charge to the occupants under certain conditions. The applicant or his or her contact person should contact the Welcome Center for more information about the free rental conditions.

The rental fees are the responsibility of the main occupant, except if the host institution gives its agreement to cover the rental (subject to a confirmation by a contact person at the institution) or if the stay is part of the UCA<sup>JEDI</sup> program (conditions to be checked with the Welcome Center).

UCA applies the lowest rate. For example: a rental of 5 nights in a T1 apartment costs  $5 \times €50 = €250$  according to the CROUS rates currently in effect. The Welcome Center will bill the weekly rate of €210, because it is cheaper and therefore better for the occupant. The application of the most favorable rate, however, does not automatically entitle one to a rental for the time period corresponding to the rate offered if availability does not permit (one whole week in this example). Another example: rental of three weeks. The Welcome Center will bill the monthly rate and not that for two weeks plus one week, which would be more expensive. In this case, the fact of having set one month's rent does not automatically entitle one to a rental of one month, but depends on the availability of units.

On request, the Welcome Center can provide a quote for the rental of the proposed stay.

## Payment terms

### Payment deadlines

To guarantee the reservation of a rental unit, payment of the first month's rent (if the rental is monthly) or the full rent (if the rental does not exceed one month) must be made at least 7 days after reception of the rental confirmation from the Welcome Center. Failure to comply with this deadline will automatically lead to the reservation being canceled, and the unit could then be assigned to another applicant. For rentals of more than one month, the subsequent monthly rents will be due in advance before the 5<sup>th</sup> of each month.

### Methods of payment: 4 types of payment are accepted

- Paybox: Three weeks before the start of the stay, the Welcome Center will email the applicant a secure Paybox hyperlink allowing for the payment of the first month's rent or the full rental amount for short stays. Approximately one week before the 5<sup>th</sup> of each month, the Welcome Center will send the lessee a secure Paybox hyperlink allowing for the payment of the next rent.
- By a bank wire transfer from the lessee: the RIB of the COMUE Université Côte d'Azur will be provided to the payer. The wire transfer needs to indicate that it is for the rent at the Faculty Club and a confirmation of the wire by the issuing bank will be requested by the Welcome Center.
- By a bank wire transfer from a company or institution: The Welcome Center will send a quote (devis) to the paying organization (in France or abroad). A purchase order (bon de commande) corresponding to the quote must be provided to the Welcome Center within at most 14 days before the start of the rental; UCA's financial service will then issue an invoice payable within 30 days of its receipt.
- By internal transfer: from the UCA account of the project awardee towards the Welcome Center account at UCA (via Nuxéo).

By request, the Welcome Center can provide a bill and a receipt of payment to occupants who handle their rent themselves.

### **Cancelation, date changes, reimbursement**

Each request for a reservation change or cancelation should be sent to the Welcome Center by email ([welcome-center@univ-cotedazur.fr](mailto:welcome-center@univ-cotedazur.fr)) as soon as possible.

Rent which has already been paid can only be reimbursed if there is a medical reason for the cancelation (a medical certificate will be requested) or force majeure beyond the control of the occupant.

A change of arrival or departure date is not guaranteed but could be granted subject to availability of the approved type of lodging and will be billed accordingly. Each extension of a stay will only be approved if availability permits and result in an additional rent corresponding to the rates in force. Requests of date changes or extensions must be made by email to the Welcome Center ([welcome-center@univ-cotedazur.fr](mailto:welcome-center@univ-cotedazur.fr)). An early departure must be communicated to the Welcome Center at least 48 hours in advance and does not entitle one to a reimbursement of rent already paid for the rental period in progress. Once a month has begun, it must be paid in full.

## **Details and conditions of stays at the Faculty Club**

### Arrivals

Arrivals must occur after 16:00 on the first day of the rental.

At least 24 hours before the start of the rental, the CROUS will send the occupant an email with information as well as access codes to retrieve the keys from a secure box.

### Security deposit

UCA guests and guests of UCA members occupying the units are exempt from the payment of a security deposit, including stays exceeding one month. All damage will be billed to the resident by the CROUS.

### Equipment and services – CROUS

By accepting the reservation offered by the Welcome Center, occupants pledge to abide by the CROUS rental conditions in effect. The CROUS staff can provide additional equipment (crib, iron, vacuum cleaner, etc., equipment may vary depending on the residence hall). The resident should contact the staff of the CROUS Faculty Club for these requests.

The principal occupant must give the CROUS Faculty Club staff a copy of the passport and/or national identity card for all the occupants of a rental unit upon arrival at the residence.

The number of occupants cannot exceed the maximum number of occupants indicated for the type of unit specified in the table of rates above. The number of occupants must be provided during the reservation of the unit, and their names communicated to the CROUS.

In case of a problem with the unit or any of the equipment provided, the lessee should contact the reception of the CROUS Faculty Club on the ground floor of the residence.

### Renter's insurance

For every stay longer than one month, the occupant must take out renter's insurance. This enrolment is mandatory, strictly for individual use, and cannot be transferred at all. The occupant must furnish the CROUS proof of renter's insurance after having been at the Faculty Club for more than one month.

### Departures

Departures are required to occur before 10:00 A.M. on the last day of the rental period.

When leaving the rental unit, the lessee must lock the door behind him or her. The keys and access cards cannot be left in the rental unit so as to avoid any break-in or theft from a unit which is open to all on the Faculty Club's premises. In case of theft or damage of furniture, equipment, or the unit itself, the lessee will be billed for the cost of repairs or replacement of furniture and equipment.

In the case of a departure during the opening hours of the CROUS Faculty Club reception, the keys and access card should be returned to the CROUS staff there.

If the departure occurs on a holiday, weekend, or outside of the opening hours, the keys and access card should be deposited in the mailbox of the CROUS Faculty Club.

## **Force Majeure**

The provisions contained herein will not be applicable and will be suspended if their enforcement has become impossible due to the occurrence of a force majeure event as generally recognized by the legal system.

The parties must do everything to prevent or reduce the effects from a breach of the contract caused by a force majeure event.

## **Protection of personal data**

The information collected during your rental is processed by computers for UCA administrative purposes strictly necessary for the processing of your request in accordance with the *General Data Protection Regulation* (EU Regulation no 2016/679, April 27, 2016) and the law "Informatique et libertés" (Law 78-17; Computing and freedoms) of 6 January 1978, as amended in 2004. The tenants' information will be forwarded to the CROUS Nice-Toulon, in charge of managing the Faculty Club residences. The concerned tenants can exercise their rights with the CROUS/Faculty Club.

## **Internet Access**

The Internet connection is reserved for personal, non-commercial, and reasonable use in keeping with current legislation and intellectual and artistic property. The user is responsible for the proper use of the service and promises to indemnify the UCA from any action or remedy initiated by a third-party due to the user's misconduct, especially on the Internet network. UCA declines all responsibility in case the user's equipment does not work or if it is incompatible with the Internet access provided.

Internet access shall in no way be used for the reproduction, performance, provision, or communication to the public of works or objects protected by copyright or similar rights, such as texts, images, photographs, musical works, audiovisual works, and software and video games without authorization from the rights holders as provided in volumes I and II of the Code of Intellectual Property.

Illegal downloading is a criminal offense punishable by a sentence of three years' imprisonment and a fine of €300,000.

## **Applicable law and legal jurisdiction**

These general conditions are subject to French law under a mandatory protective provision.

By applying the provisions of the French Consumer Code, the consumer can bring a case before: one of the local courts having territorial jurisdiction by virtue of the Code of Civil Procedure or the court located where the consumer resided when the contract was put into effect or the harmful event occurred.

General Rental Conditions approved by the Conseil d'Administration in session on December 18, 2018.