



# Faculty Club BYLAWS

The CROUS de Nice Toulon is a public institution of administrative nature. The Welcome Center of the Université Côte d'Azur (UCA) assigns Faculty Club accommodation and collects rent for the UCA account (hotel facility agreement between the CROUS Nice-Toulon and the UCA). Every resident admitted to the Faculty Club pledges to abide by these bylaws and acknowledges having been informed of the sanctions in case of infringement of these provisions. These bylaws govern the relationship between the CROUS and the Faculty Club resident and are meant to maintain a harmonious living environment within this facility. However, it is contingent on the residents themselves to ensure compliance of these rules and apply the principles of communal living.

# SECTION I: TERMS OF OCCUPANCY

## Article 1 – Arrival and Departure

Arrivals shall occur after 15:00. At least 24 hours before the expected arrival, the CROUS will send the occupant a code by email as well as an SMS to the mobile phone number provided during the reservation request. This code allows access to the secure box containing the keys to the rental unit and an access card for the building.

The furniture and equipment in the units remain the exclusive property of the CROUS. Defects should be communicated by the resident by writing within 48 hours. After verification, the CROUS will take the necessary measures to have the required repairs done by others or internally as soon as possible.

Each expected departure must be transmitted both to the CROUS and the Welcome Center by email at least 48 hours in advance.

Finally, if the occupant wishes to extend the stay, he or she needs to contact the UCA Welcome Center to determine availability and rates.

The resident cannot receive post for others and should change his or her address after departing. The administration cannot be held responsible in case of loss of mail.

## Article 2 – Conditions of occupancy

Without written agreement from the Faculty Club management, the furniture in the unit cannot be changed. Likewise, no modification nor remodeling is allowed. In case of a breach of these rules, the CROUS can require either that upon moving out, the resident restore the unit to its original state, or can retain the changes for its benefit without the resident being able to claim compensation for the charges incurred. The CROUS also has the ability to require, at the resident's expense, the immediate restoration of the unit to its original state if the changes endanger the proper operation of the unit's equipment or its security.

The resident pledges to inform the CROUS as soon as possible of any disorder, deterioration, or damage in the assigned unit.

It is forbidden to have animals in the residence except for service animals for handicapped persons.

During the stay, the resident commits to treat the unit in a respectful manner, in accordance with the purpose of these premises leased for accommodation, and to behave both in a civil manner towards the staff of the university residence hall and with respect towards others.

The right of occupancy is strictly exclusive and non-transferable. Upon arrival, the resident pledges to provide an identity card or passport for him- or herself and all accompanying persons. The resident cannot house others in a T1 unit. The maximum number of people permitted in the other types of accommodation is limited as follows: T1bis - 2 people, T2 - 4 people, T3 - 6 people.

The right of occupancy is precarious and revocable, and the resident cannot cede it to anyone else. The right of occupancy will terminate in case of default rental payment.

The occupant(s) agree(s) to change units to allow building works or for compelling reasons. In case of infringement of these conditions of occupancy detailed above, the occupant(s) must leave the premises.

## Article 3 – Compliance with health and safety regulations

The resident must comply with health and safety regulations by ensuring regular upkeep of his or her unit as well as both shared or common spaces and equipment that are used. Residents must be place rubbish in the bins or containers provided for this purpose. Each resident is individually responsible for keeping the common spaces placed at his or her disposal in good condition.

For security reasons, storage of dangerous of flammable products (such as a gas stove, etc.) is forbidden. Placing bicycles in the units or common areas is prohibited. It is forbidden to add mattresses or sofa beds.

Residents are not allowed to place any object on the window sills and balcony railings nor to throw anything out of the windows.

Occupants having a balcony agree to the regular maintenance of this space, which must remain clean and unobstructed.

The resident should consult the sheet "Numéros d'urgence / appel à l'aide" (Emergency numbers / request for aide) posted in each unit and to maintain it as is.

Residents must provide free access to their units by authorizing CROUS staff and all people approved by the CROUS to enter whenever the safety of people, the property, or the maintenance of the unit makes it necessary. CROUS staff pledge to knock loudly on the door, then to open the door slightly and announce their presence. When possible, a note announcing the visit will be placed in the resident's mailbox beforehand.

Regarding repairs to be performed at the resident's behest, the management commits to take action as soon as possible according to the degree of urgency, without announcing the visit, but complying with the provisions cited above; the written request by the resident is equivalent to tacit approval.

Residents may not endanger the security of other residents, especially by tampering with fire extinguishers, exit lighting, electric panels, smoke dampers, or any other security or fire suppression equipment or by obstructing or damaging the normal operation of smoke detectors.

Access to the buildings should always be clear to allow free passage of emergency vehicles. Emergency exit doors and fire escapes should only be used in an emergency. Entry doors and fire doors should remain closed.

Access to all dangerous areas is forbidden (roofs, etc.)

Smoking is forbidden in the common areas.

Drunkenness will not be tolerated on the residence grounds.

Apart from existing locks, no additional ones may be installed. The resident is responsible for the loss of his or her means of access, which may not be given to anyone else. In case of loss of access, he or she must pay the corresponding charges for its replacement as well as for the potential changing of the lock/bolt.

Only the management is authorized to replace the lock and/or bolt and/or access card in case of loss or theft.

Both non-motorized and motorized vehicles must be parked in the parking areas or facilities provided for this purpose. It is forbidden to do repairs or mechanical work on vehicles on the premises of the residence.

#### Article 4 – Community life

Every resident admitted to a university residence enjoys the following freedoms: expression, information, cultural, political, trade-union, religious, and meeting and association, as well as the right to receive occasional visitors. Visitors are allowed in the units until midnight, and identities may be checked. The right to visitors is authorized only in the presence of the resident of the unit, who is responsible for the conduct of his or her visitors as well as for any disturbances or damage they may cause. These freedoms occur in accordance with the individual freedoms of other residents and in keeping with the principles of secularism and neutrality. Any display of proselytism is forbidden.

Every posting must be submitted for authorization by the manager of the residence. Unauthorized posting in the hallways or on the doors of the units is prohibited. Flyers should be placed on the boards provided for this purpose. It should be noted that posting anything commercial, political, or religious and/or in a foreign language and not translated in French is not allowed.

No demonstration may be organized on the premises of the university residence without prior, written agreement from the management. Every request must be in writing and submitted a minimum of one week in advance.

#### Article 5 – Responsibility

The management declines all responsibility for theft on the premises which residents may be the victim of.

Every stay of more than 1 month requires that the resident have renter's insurance (third-party liability). This insurance enrolment is mandatory, strictly exclusive, and cannot be transferred in any way. The occupant must provide proof of renter's insurance to the CROUS as soon as his or her stay exceeds one month.

Only personal insurance can cover personal loss by theft. The resident is responsible out of his or her own funds for any damage caused. All damage noted during the occupancy period or during the inspection of the unit upon departure will be billed.

# **SECTION II:**

# PENALTIES IN CASE OF INFRINGEMENT OF THE BYLAWS

#### Article 1 – Obligations of the resident

Just by virtue of having been admitted or re-admitted and granted a right of occupancy, the resident is obliged to comply with the rules and conditions of residence. Infringement of this set of regulations will result in the sanctions specified below.

#### Article 2 – Range of penalties

1. Reminder of the rules stipulated in the bylaws.

2. For a reoccurrence or a serious violation, the stay could be shortened.

# SECTION III: SPECIAL PROVISIONS

#### Article 1 – Computing

An Internet connection is provided for the resident's assigned unit.

#### Article 2 – Video surveillance

For security reasons, the common and entry areas at the residence are under video surveillance in accordance with Law No. 95-73 of 21 January 1995. Anyone who is interested can contact the person in charge of the video surveillance system to obtain access to recordings concerning him or her or to verify the destruction of the recordings within the prescribed time. This access is by law. However, access can be refused for reasons related to state security, defense, public security, the conduct of a case before the courts or preliminary activities subject to such procedures, or the rights of others.

Anyone has recourse to the departmental commission mentioned in Section III of Law No. 95-73 regarding any difficulty related to the operation of a video surveillance system.

## Article 3 – Jurisdiction clause

The parties assign jurisdiction to the Tribunal Administratif de Nice.

## Article 4 – Family Allocations Office (CAF)

Stays at the Faculty Club are not eligible for housing assistance provided by the CAF.

# **SECTION IV:**

# **Conditions of stay**

Upon arrival, welcome kits with the following contents will be waiting for you (except in extenuating circumstances):

- 1 breakfast kit for each occupant with sugar, hot chocolate powder, tea bag, and a powdered coffee packet.

- 1 bathroom kit for each occupant containing shower gel, shampoo, soap, 1 roll of toilet paper, and 2 trash bags.

- 1 kitchen kit containing a sponge, packet of liquid dish soap, and a trash bag.

Beyond these free welcome kits, please note that everyone must provide the necessary items for his or her stay.

There is 24/7 laundry room access. An emergency number is posted if necessary to contact the Lanvengo company in charge of the available laundry machines.

Parking for Faculty Club residents can be rented. Please contact the Faculty Club office for information.

Bylaws approved by the Executive Council on March 16, 2018.