

General Conditions

Faculty Club CROUS– Université Côte d'Azur

1. Description of the service

The Faculty Club offers studios and apartments in university residence halls for researchers, PhD candidates, post-docs and instructors who need accommodation for short- or medium-length stays at Université Côte d'Azur as part of their teaching and research activities.

The housing, maintenance and servicing at the Faculty Club is managed by the CROUS Nice/Toulon. The CROUS Nice/Toulon bills and collects the rent on behalf of the CROUS and the management fee on behalf of Université Côte d'Azur.

The Welcome Center of Université Côte d'Azur (Olivier Chesneau Student Center, 5 avenue François Mitterrand, 06300 Nice) manages the assignment of the units and informs and assists the researchers during their stay.

The maximum length of a stay is limited to three months so as to allow Faculty Club lodging for the greatest number of guests of Université Côte d'Azur and its partners.

2. General Conditions (henceforth GC)

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

These GC are communicated to applicants before each rental.

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

Université Côte d'Azur reserves the right to modify and/or add to these conditions at any time. The new version of the GC is in force as soon as it is available online on the website of Université Côte d'Azur.

Occupants are encouraged to regularly check that they have read the latest version of the applicable GRC (available on the website of the Welcome Center Université Côte d'Azur: <https://univ-cotedazur.eu/attending-universite-cote-dazur/welcome-center>).

The occupant acknowledges having the full legal capacity that allows him or her to agree with these GC.

The occupant is required to make a peaceable use of the occupied premises according to their intended purpose. It is understood that use of the facilities for a profession, business, artisanal trade of any kind and nature, even seasonal, and any industry, is strictly prohibited.

The occupant agrees to abide by all Faculty Club rules and regulations, especially its internal regulations and the conditions and terms of occupancy by the CROUS.

It is understood that Université Côte d'Azur cannot be held responsible for the potential presence of mosquitoes or any other insect, nor for any irregularities and/or loss of use that may arise (cutoff WIFI, electricity, water, heating etc.) and accepts no responsibility for any loss of use.

Université Côte d'Azur cannot be held responsible for any disturbance due to the neighbors or their animals.

3. Reservation request

All reservation requests must be made online on the website of the UCA Welcome Center (<https://univ-cotedazur.eu/attending-universite-cote-dazur/welcome-center>) using the form designed for this purpose.

The request must be sent at least 10 days before the start of the desired rental.

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

4. Eligibility criteria, rental period

Rental units are awarded on a temporary basis for a duration that cannot exceed a maximum of 3 months so as to allow Faculty Club lodging to the greatest number of guests of University Côte d'Azur and of its partners. Depending on availability, a month-to-month extension may be granted.

Priority is given to those visitors coming to work on projects funded by the UCA^{JEDI} IDEX program and to rentals of 1 to 3 months that start on the 1st of the month and end on the 30th or 31st.

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^{JEDI} IdEx program (including the signed IdEx contract), or any other document confirming the invitation by Université Côte d'Azur and the name and email address of either a Université Côte d'Azur contact person or the Université Côte d'Azur member institution providing the invitation.

Individual units rented for less than one month are assigned at the earliest two weeks before the start of the planned rental to keep the rooms available for a possible monthly rental. The minimum stay is one week.

5. Reservation confirmation/rejection

Depending on availability and the priority of the request, the Welcome Center may approve or reject the assignment of a rental unit. The applicant is informed by email from the Welcome Center. If the desired type of unit is not available during the dates of the stay specified in the request, another type of unit or other slightly shifted dates could be offered should availability allow.

The confirmation email includes the details of the rental unit assigned by the Welcome Center. The Welcome Center provides a quote for the stay proposed at the reservation.

The Welcome Center informs the CROUS of the upcoming rental and sends the request with the details provided by the applicant to the managers of the CROUS Faculty Club.

The Faculty Club CROUS then contacts the occupant and provides him or her with a contract (in French and English) that the occupant needs to sign and send back to the CROUS within 4 days. The occupant also needs to pay the fee for the first month (occupancy and management fees) and send a copy of the identity card or passport of all future occupants as well as a rental insurance certificate to the Faculty Club CROUS within 4 days. If needed, the CROUS can (after receipt of the payment) provide a reservation certificate in English and French to the future occupant and accompanying family member(s) to confirm the reservation for any visa application with French consular services.

6. Rates and payment

The prices are provided before and upon reservation of the rental units. They are quoted per unit for the number of occupants and selected dates.

The prices are confirmed to the user as an amount in euros including tax.

The rates are inclusive of the VAT applicable on the day of reservation. Any change to the applicable VAT rate is automatically reflected in the prices listed at the time of billing.

Any modification or introduction of statutory taxes or regulatory fees by the relevant authorities is automatically reflected in the prices listed at the time of billing.

It is agreed that prices may change. The new rates and their effective date are published on the Faculty Club Université Côte d'Azur web pages and communicated to occupants and paying partners by email at least one month before they are applicable.

Rates applicable from March 1st, 2023 for rental of Université Côte d'Azur guests:

Type of unit	Surface area	Max. number of people allowed in the unit	Prices with tax (including 10% VAT)				
			Month	½ month	1 week	1 night*	
T1 Nice and Cannes	20 m ²	1 (1 single bed)	Occupancy fee CROUS	433,50 €	346,80 €	214,20 €	51 €
			Management fee UCA	25 €	20 €	10 €	3 €
T1bis Sophia Antipolis	~20 m ²	2 (1 double sofa bed)	Occupancy fee CROUS	561 €	448,80 €	275,40 €	61,20 €
			Management fee UCA	30 €	25 €	15 €	4 €
T1bis	31 m ²	2 (1 double bed)	Occupancy	561 €	448,80 €	275,40 €	61,20 €

Nice			fee CROUS				
			Management fee UCA	30 €	25 €	15 €	4 €
T2		4 (1 double bed and 1 sofa bed)	Occupancy fee CROUS	663 €	530,40 €	346,80 €	81.60 €
Nice	46 m ²						
Cannes	32m ²		Management fee UCA	35 €	30 €	20 €	5 €
T3	64 m ²	6 (2 double beds and 1 sofa bed)	Occupancy fee CROUS	816 €	652,80 €	408 €	102 €
Nice			Management fee UCA	40 €	35 €	25 €	6 €

* The nightly rate only applies if the occupant's stay needs to be extended and if the unit is available.

Rates applicable from March 1, 2023, for rentals by groups of external partners:

Type of unit	Surface area	Max. number of people allowed in the unit	Prices with tax (including 10% VAT)				
			Mois	Quinzaine	1 Semaine	Nuitée*	
T1	20 m ²	1 (1 single bed)	Occupancy fee CROUS	433,50 €	346,80 €	214,20 €	51 €
Nice and Cannes			Management fee UCA	50 €	40 €	20 €	6 €
T1bis	~20 m ²	2 (1 double sofa bed)	Occupancy fee CROUS	561 €	448,80 €	275,40 €	61,20 €
Sophia Antipolis			Management fee UCA	60 €	50 €	30 €	8 €
T1bis	31 m ²	2 (1 double bed)	Occupancy fee CROUS	561 €	448,80 €	275,40 €	61,20 €
Nice			Management fee UCA	60 €	50 €	30 €	8 €
T2		4 (1 double bed and 1 sofa bed)	Occupancy fee CROUS	663 €	530,40 €	346,80 €	81.60 €

Nice	46 m ²		Management fee UCA	70 €	60 €	40 €	10 €
Cannes	32m ²						
T3	64 m ²	6 (2 double beds and 1 sofa bed)	Occupancy fee CROUS	816 €	652,80 €	408 €	102 €
Nice			Management fee UCA	80 €	70 €	50 €	12 €

* The nightly rate only applies if the occupant's stay needs to be extended and if the unit is available.

The occupancy and management fees are the responsibility of the main occupant, except if the host institution agrees to cover the rental (subject to a confirmation by a contact person at the institution) or if the stay is part of the UCA^{JEDI} program. The Welcome Center will send the quote to the host institution, if they cover the rental.

The special conditions define the terms and conditions for partial payment of rent by the Welcome Center for guest of the UCA^{JEDI} IDEX program. On request, the Welcome Center can provide these special conditions.

To guarantee the reservation of a rental unit, payment of the first month's rent (for rentals that exceed one month) or the full rent (if the rental does not exceed one month or for all rentals covered by the host institution) must be made upon confirmation of the reservation with the CROUS. If the payment is not made within 4 days, the reservation is automatically canceled, and the unit could then be assigned to another applicant. For rentals of more than one month, the subsequent monthly rents are due in advance, before the 1st of the month.

The CROUS Nice/Toulon bills the CROUS occupancy fees and the Université Côte d'Azur management fees to the resident, or to the host institution. The resident or host institution will receive an invoice detailing the different fees.

In the event of unpaid bills, the CROUS reserves the right to initiate a recovery action.

If the occupant does not leave the unit at the end of the reservation period specified by the Welcome Center and continues to occupy the accommodation without having received prior approval from the Welcome Center, the CROUS may initiate the occupant's expulsion.

7. Cancellation, change of dates, refund

All requests to change or cancel a reservation must be sent by email to the Welcome Center (Faculty-Club@univ-cotedazur.fr) as soon as possible.

Rent already paid can only be refunded if there is a medical reason for the cancellation (a medical certificate will be requested) or force majeure beyond the control of the occupant. Guests and hosts must make sure they make allowance for the time needed to obtain a visa and keep track of potential changes in the schedule of research projects and collaborations. All rescheduling requires a new reservation and a new payment.

A change in the date of arrival or departure cannot be guaranteed but could be granted if the unit occupied is available and is billed accordingly. Extension of a stay is only allowed if availability permits and results in an additional rent corresponding to the applicable rates. Requests for date changes or extensions must be sent by email to the Welcome Center (Faculty-Club@univ-cotedazur.fr).

Participants at a conference/summer school/workshop etc. are not allowed to extend their stay at the Faculty Club beyond the dates of the conference. The Faculty Club cannot offer accommodation for tourism purposes but is reserved for scientific and educational stays.

Once a month has begun, it must be paid in full.

The contract between the CROUS and the occupant details the cancellation and early departure policy.

If the occupant has reserved a rental unit for several months and wishes to vacate the unit before the end of the reservation, he or she must inform the Welcome Center and the CROUS and give notice as indicated in the CROUS contract. If not, the rent for the following month will be due.

An early departure during the last month of the reservation must be reported to the Welcome Center at least 48 hours before. The rent already paid for the ongoing period of accommodation will not be refunded.

8. Details and conditions of stays at the Faculty Club

8.1 Internal regulations

By accepting the reservation offered by the Welcome Center, occupants agree to comply with the rental conditions and the applicable CROUS internal regulations.

The occupant must refrain from any act that could disturb the peace or safety of neighbors. It is more particularly strictly prohibited to make noise from 10 p.m. to 7 a.m. for whatever reason, and whatever the time, the occupant must refrain from inconveniencing neighbors by the use of devices such as a radio, television, CD player, piano, or other instrument.

The units are non-smoking. In addition to a risk of eviction, smoking in a Faculty Club unit entails the payment of an indemnity proportional to the costs incurred, such as the cost of laundry, dry-cleaning, and compensation for the days of rental lost after the occupant has left. A minimum penalty of €50 is charged.

It is prohibited to bring animals into the residence, except for service animals for people with disabilities.

The occupant agrees to take full responsibility if a neighbor complains about a disturbance.

The occupant agrees to waive all liability claims against Université Côte d'Azur in the event of theft, attempted theft, or any criminal act of which the occupant may be the victim in the rented units and of any disturbance, in particular noise, likely to occur outside the accommodation.

The tenant agrees not to hold Université Côte d'Azur responsible for any damage or injury that may occur to the occupant and/or those accompanying him or her and his or her personal effects, caused by the equipment and/or structures of the accommodation and shared areas.

8.2 Arrivals

Arrivals must occur after 4 p.m. on the first day of the rental.

At least 24 hours before the start of the rental, the CROUS sends the occupant an email with the information and access codes that allow the occupant to retrieve the keys from a secure box.

The occupant is provided with an inventory of all the items in the rental unit and their price, and must report any defective, damaged, missing, or soiled item or piece of furniture within 48 hours of arrival on the premises by email sent to the following address:

- For the Faculty Club Sophia Antipolis: facultyclub-newton@crous-nice.fr
- For the Faculty Club Nice: resid.facultyclub@crous-nice.fr
- For the Faculty Club Cannes: facultyclub-newton@crous-nice.fr

8.3 Security deposit

Occupants who are guests of Université Côte d'Azur or of its partners are exempt from the payment of a security deposit, including for stays exceeding one month.

Uninvited occupants must pay a €200 deposit per unit upon arrival on the premises. Under no circumstances can the security deposit be considered as payment, even partial, of the rent.

The security deposit can be paid via the online paybox. It does not earn interest.

The deposit is returned within a maximum period of one month after the occupant's departure, less any compensation for damage caused, unpaid services and/or loss of keys.

8.4 Civil liability guarantee, damages and theft

For all stays, the occupant must have a civil liability guarantee that covers a rental. This subscription is strictly personal and cannot be delegated. Consequently, each occupant must provide the CROUS with a civil liability insurance certificate valid for the duration of the stay issued by an insurance company known to be solvent. If the occupant fails to do so, the reservation is automatically canceled, and the occupant must vacate the premises.

The occupant is provided with an inventory of all the items in the rental unit by the CROUS at his or her arrival. He or she needs to send the inventory including any remarks within 48 hours to the Faculty Club CROUS address provided.

If the occupant does not make any remarks, the entry report by the CROUS is considered accepted by the occupant.

The CROUS will prepare the exit report within 24 hours (working days) after the end of the stay and, if applicable, inform the occupant by email or registered mail with return receipt of any damages that have been noted.

The CROUS will initiate proceedings with the occupant and/or their insurance to repair any damages that have been noted.

8.5 Equipment and services - CROUS

The staff of the CROUS Faculty Club can provide additional equipment (depending on the residence: baby bed, iron, vacuum cleaner, etc.). The occupant should therefore address any requests to the CROUS Faculty Club staff.

The main occupant must provide CROUS Faculty Club staff with a copy of the passport and/or National Identity Card of each occupant of a rental unit upon arrival in the residence.

The number of occupants must not exceed the maximum number of occupants specified for each type of unit in the table of rates above. The number of occupants must be provided upon reservation of the unit and their names must be communicated to the CROUS.

In case of a problem with the unit or any of the equipment provided, the occupant must contact the reception of the CROUS Faculty Club as soon as possible.

8.6 Departures

Units must be vacated in the morning before 10 a.m. on the last day of the rental period.

When leaving the rental unit, the occupant must lock the door. Keys and access cards must not be left in the rental unit to avoid any break-in and theft from a unit which is open to all on the Faculty Club's premises.

Within 24 hours (working days) following the end of the rental, the Faculty Club carries out an exit inventory and if applicable, notifies the tenant of any damage observed by registered letter with acknowledgment of receipt.

In the case of theft or damage to the furniture, equipment or rental unit, the occupant is charged the price of repairing or replacing the equipment or furniture and refurbishing the unit.

For uninvited occupants, any theft and/or damage to the furniture, equipment and/or rental unit is deducted from the security deposit.

In the case of a departure during the opening hours of the CROUS Faculty Club reception, the keys and access card must be returned to the CROUS staff at the Faculty Club reception desk. If the departure occurs on a public holiday, weekend, or outside opening hours (weekdays before 8 a.m. and after 4 p.m.), the keys and access cards must be deposited in the mailbox of the CROUS Faculty Club located inside the building. If they are not returned, the CROUS will invoice the replacement of the lock and the access card.

9. Force Majeure

The provisions contained herein are not applicable and are 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.

10. Protection of personal data

The information collected during your rental is processed for the administrative purposes of Université Côte d'Azur and the CROUS and is limited to what is strictly necessary for the processing of your request in accordance with the General Data Protection Regulation (EU Regulation no. 2016/679 of April 27, 2016) and the Data Protection Act (Law 78-17 of January 6, 1978, as amended). The tenant's information is forwarded to the Nice-Toulon CROUS in charge of managing the Faculty Club residences. Individuals wishing to exercise their data protection rights can contact the Faculty Club.

11. Internet Access

The Internet connection is reserved for personal, non-commercial, and reasonable use, in compliance with current legislation and intellectual and artistic property. The user is responsible for the proper use of the service and agrees to hold Université Côte d'Azur and the CROUS harmless against any action or recourse that may be initiated by a third party due to the user's misconduct, particularly on the Internet. Université Côte d'Azur declines all responsibility if the user's equipment fails to operate or is incompatible with the Internet access provided.

The Internet access provided must not be used in any way for the purposes of 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, software, and video games, without authorization of the holders of the rights provided for 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.

12. Applicable law and legal jurisdiction

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

The Contracting Parties agree to use all means at their disposal to resolve amicably any dispute that may arise, in particular from the existence, validity, assessment, or interpretation of these general rental conditions.

If, however, such a dispute could not be resolved by conciliation between the parties, the Administrative Court of Nice is the only competent one.

General rental conditions approved by the Executive Board of January 31st, 2023.