Internal rules and regulations of student residences

Preamble

These rules apply to any occupant irrespective of his/her legal status. They may be supplemented, where appropriate, by special conditions annexed to these rules.

Article 1   NEED FOR A DECISION

A beneficiary may not occupy accommodation in a student residence if he/she has not been the subject of an express decision of admission or readmission of the Director General of the CROUS.

Article 2   OCCUPANT WITH NEITHER RIGHT OR TITLE

The occupant who does not have an express decision of admission or readmission or who loses his/her right of occupancy during the year becomes an occupant with neither right or title. If he/she unlawfully remains in the premises, this will result in the implementation of an expulsion procedure, without prejudice to the recovery of any occupancy fees he/she may owe.

Article 3   PEACEFUL OCCUPANCY IN COMPLIANCE WITH ITS INTENDED PURPOSE

The occupation of the accommodation must be peaceful and not contrary to public order. Residents are required to avoid noisy activities, including during the day, in order to respect the work of other residents and staff of the CROUS assigned or housed in the residence as well as any person or service provider working in the residence.

Consumption of illegal substances is prohibited. Consumption of alcoholic beverages is prohibited in the common areas.
Article 4  VISITING RIGHT

Each resident has the freedom to receive visits. The visiting right does not entail any right to accommodation. The resident is responsible for the visitors whose access he/she has authorised and the incidents that they may cause in his/her accommodation and in the common areas of the residence. The visiting right is exercised in the presence of the beneficiary of the accommodation.

Article 5  SUB-LETTING

The use of subletting which allows a tenant to put the leased university accommodation at the disposal of a sub-tenant, against the payment of a counterparty, usually financial, is strictly prohibited. These rules apply regardless of the duration of the sublet.

The right of occupancy is strictly personal and non-transferable and prohibits subletting which constitutes a disciplinary offence. If the CROUS were to find breaches which suggest a situation of subletting or unlawful accommodation (presence of additional mattresses, presence of other occupants unknown to the CROUS, publication of ads on the website of an agency proposing accommodation for a fee), the occupant may be summoned to provide explanations.

This meeting will potentially invalidate or confirm the suspicions. In case of proven subletting, a sanction decision will be issued.

Article 6  COMPLIANCE WITH SAFETY RULES

The resident cannot, in any way, jeopardise the safety of other residents and staff, in particular by obstructing access or as a result of damage to safety equipment and materials. It is forbidden to disconnect or obstruct the smoke detectors (DAF) installed in the accommodation.

For safety reasons, the resident undertakes not to use gas appliances, heating appliances, cooking plates and appliances (excluding microwaves) in the accommodation and not to keep any object or device that could compromise the safety of persons and property.

Similarly, the use of multiple connections, too many electrical or other devices is prohibited. The storage of hazardous or flammable products is strictly prohibited.

The mechanical ventilations must not be obstructed. It is forbidden to store any bulky equipment in the common areas (crates, trunks, bikes, etc.).

It is forbidden to deposit objects on the window sills, corridors, stairs and common rooms. No lock other than the one that exists can be intentionally installed by the resident. The resident is responsible for the loss of his/her means of access which he/she must in no case entrust to another person. He/she must, in case of loss, inform the residence, pay the replacement costs and the lock will be changed by the CROUS.
The CROUS declines any responsibility for any thefts the resident may be victim to in his/her accommodation or in the enclosure of the student residence. The resident is responsible for and shall pay for any damage he/she may cause.

Article 7  COMPLIANCE WITH HYGIENE AND MAINTENANCE RULES

The cleaning of common areas is provided by the CROUS. Nevertheless, the resident must contribute to keeping the premises clean by appropriate behaviour, especially in the collective areas. The resident is responsible for the hygiene and cleanliness of his/her accommodation and ensures its regular maintenance.

Any malfunction, damage or incident must be reported as soon as possible to the management of the student residence. It is forbidden for the resident to intervene on water, electricity, gas or heating networks. Animals are not allowed in the student residences unless justified by a medical certificate which must be given by the resident to the management of the residence.

Article 8  RESPECT FOR THE INTEGRITY OF THE ACCOMMODATION

The resident must not change the layout of the accommodation made available to him/her. Except with the written consent of the person in charge of the residence, the furniture contained in the accommodation may not be changed or removed. The furniture remains the property of the CROUS. In the event of non-compliance with these rules, the CROUS may require the resident either to restore the premises, or do so itself, at the resident’s expense.

Article 9  COMPLIANCE WITH HEALTH RULES

In case of suspicion of a contagious disease, accident, or serious illness, a declaration must be made as soon as possible to the head of the student residence or to the duty officer. Residents must undergo the medical checks in force.

In the case of a serious or contagious illness or which requires special care or the use of a specialised structure, the return to the student residence is subject to the production of a medical certificate stating that there is no contraindication to community life.

Article 10  RIGHT OF ACCESS TO THE ACCOMMODATION

The resident cannot prevent access to his/her accommodation when the safety of persons and property, the maintenance of the premises or verification of compliance with these rules and
regulations so require. Except in the case of an emergency, this visit will nevertheless be subject to prior written notice to the resident. A visit may be conducted in the absence of the resident in case of an intervention justified by an emergency (for example, risk of harm to property or persons), in which case the resident(s) will be subsequently informed.

Article 11  RIGHTS OF THE RESIDENT

Any beneficiary admitted or readmitted to a student residence benefits from freedom of expression, cultural, political, union, religious, meeting and association information. These freedoms are exercised with respect for the individual freedoms of other residents and in accordance with the principles of secularity and neutrality.

Any event of a proselytistic nature is prohibited.

Article 12  COMPLIANCE WITH THE RULES OF COMMUNITY LIFE

The exercise of individual freedoms by residents must comply with the following principles:

- Respect for the staff of the student residence and the central services of the CROUS;
- Respect for premises and equipment;
- Respect for the work and tranquillity of other residents.

Article 13  STUDENT LIFE COUNCIL

Each student residence has a residence council, composed of an equal number of elected students and representatives of the administration, the number of which is proportional to the number of residents. Residents who have been the subject of an admission decision are electors and eligible for election. The residence council is responsible for studying collective living arrangements in the university campus, in particular in the social and cultural field, and for transmitting and addressing, if necessary, the difficulties or requests of the residents. The prerogatives and the composition of these councils are detailed in a specific document handed over to residents when they arrive.

Article 14  ASSOCIATIONS AND COLLECTIVE ACTIVITIES

No company can have its registered office in a university residence. No association can have its headquarters in a university residence without having obtained the written permission of the Director General of the CROUS. Any association wishing to set up its administrative headquarters in the residence must declare its constitution, its aims, the means envisaged and the name of the persons in
charge to the Director General of the CROUS; this declaration does not dispense with the performance of the formalities required by law.

Dedicated display spaces are available to residents in student residences. All information must first be submitted to the residence in writing. No display is allowed outside the dedicated spaces. An authorisation from the head of the student residence must be requested at least eight days in advance for any collective activity, of any nature whatsoever, organised by the residents or an association.

Article 15  SMOKING

In accordance with the provisions of Decree No. 2006-1386 of November 15, 2006 which sets the conditions for the ban on smoking in places for collective use, i.e. in closed and covered places that host the public or which constitute work places, it is forbidden to smoke in the halls, corridors, common areas and premises.

The same prohibitions apply to the practice of “vaping”.

Article 16  VIDEO PROTECTION

The common premises, corridors and accesses of the residences may be placed under video protection. Occupants are informed when they are admitted and can exercise their right of access with the person in charge of the residence under the conditions provided for in the General Data Protection Regulation (GDPR).

Article 17  INTERNET ACCESS

The residence may be connected by an operator. In this case, the resident benefits from internet access from his/her accommodation. The activation of the service is subject to the acceptance of its general conditions of use.

Article 18  CONSEQUENCES OF NON-COMPLIANCE WITH THE RULES AND REGULATIONS

Failure to comply with these internal rules and regulations may result, subject to the seriousness of the breach and/or its reiteration, in the following graduated penalties:

- Written warning from the person in charge of the residence
- Written warning from the General Management of the CROUS
- No readmission by the General Management of the CROUS
• Exclusion after a specific warning from the General Management which remains unheeded
• Exclusion without prior warning from the CROUS

Article 19  RESPECT FOR THE ADVERSARIAL PRINCIPLE

Sanctions are written and substantiated. Exclusion sanctions are preceded by an interview with the Director General of the CROUS, or his representative, during which the occupant can be assisted by any defender of his/her choice. The contacts of his/her student representatives on the Board of Directors are communicated to him/her as soon as they are elected.

Article 20  CONSEQUENCES OF REMAINING IN THE PREMISES

article 20.1  In case of non-readmission at the end of the initial occupation

The occupant receives a reasoned decision of non-readmission concerning the next academic year.

If he/she remains in the premises beyond the deadline indicated in the initial decision, he/she will be given formal notice to leave the premises. He/she has a period of fifteen days from the notification to leave the premises.

Otherwise, the CROUS will refer the matter to the administrative court to obtain an expulsion order.

article 20.2  In the event of an exclusion sanction during the occupation

In the event of an exclusion sanction as provided for in Article Article 18 of these rules and regulations, a repeal decision is sent as a sanction.

If he/she remains in the premises, he/she will be given formal notice to leave the premises. He/she has a period of fifteen days from the notification to leave the premises.

Otherwise, the CROUS will refer the matter to the administrative court to obtain an expulsion order.

article 20.3  Other cases

In the event of loss or non-justification of the status of beneficiary, recurring non-payment of the fee or failure to produce the documents referred to in Article 4.1 of the admission decision, a repeal decision will be sent.

If he/she remains in the premises, he/she will be given formal notice to leave the premises. He/she has a period of fifteen days from the notification to leave the premises.
Otherwise, the CROUS will refer the matter to the administrative court to obtain an expulsion order.

**SEEN AND READ**

I, the undersigned (the beneficiary) acknowledge having read the internal rules and regulations. I undertake to comply with them in all their provisions.

Done in two copies (one copy for the student user and one copy for the CROUS)

In: ....

Date:

Signature: