

SPES Accommodation Regulation
University Campus
Savona

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REGULATIONS OF THE STUDENT RESIDENCES
2019/2020

PART I - GENERAL REGULATIONS

Article 1 – GENERAL RULES

1. SPES manages and organises the housing service according to the standards set out in these same regulations.
2. The conditions of approval, the length of allocation and the amount owed for the different types of accommodation are laid down in the public competition.

Article 2 – RESPONSIBILITY

1. SPES is responsible for the management of the residences and takes all necessary action to ensure the correct application of these same regulations. SPES oversees the proper running of the service.
2. SPES can carry out the activities connected to the service directly,
 - Directly, through its own personnel;
 - Indirectly, through tutors or external companies and organizations.
3. Indirect or direct personnel is authorized to carry out inspections in all spaces of the residence and to report any noncompliance; students must behave respectfully towards personnel and are not permitted to call upon them for anything which may fall outside their remit.

PART II - STUDENT RIGHTS

Article 3 – ALLOCATION OF LODGINGS

1. Students have the right to allocation of lodgings in accordance with the conditions and for the period provided for by the Public Competition. Students who are nominated recipients, following sliding in the rankings, may be allocated lodgings at a later date, with a different duration of the contract.
2. Before students are allocated the lodgings, they will receive and sign the lodging's acceptance document and shall declare that they have inspected these same regulations.
3. Students have the right:
 - a. to have repairs made to damaged equipment within the agreed time;
 - b. to weekly cleaning of the communal areas and/or the apartment, if applicable, except for the kitchens which must be cleaned by the students after every use. However, students must always keep lodgings in respectable order and must leave bedrooms free of objects which may otherwise obstruct the work of personnel who are carrying out weekly cleaning and during maintenance;

Please note that weekly cleaning is mandatory in the building called "New Residences" with the obligation to leave the room in order and without any personal effects on floors and bathrooms. The cleaning schedules are from 9am to 12pm one day a week and all students will have to leave the rooms in that time frame

- c. to have been promptly and correctly informed of all rules and planned activities concerning the residences in which students are housed.
4. Recipient students may request transfer to different lodgings to those initially allocated due to serious and documented reasons. All such requests must be presented to S.P.E.S. S.c.p.A. in writing. Within the limits of availability, all requests shall be examined and SPES shall undertake to make the appropriate decisions case by case, in accordance with regulatory principles which apply in each case.

SPES assumes no responsibility for valuable possessions or money or otherwise which may be left in the allocated rooms and communal areas.

Article 4 – LAUNDRY SERVICE

1. A coin wash and dry laundry service is available in the residences. The student will have to provide himself for the purchase of the detergent or any other washing products.
2. Any damage due to misuse of the washing machines or dryers which is not caused by any single student shall be debited to all students who have access to this service. If such misuse should continue, the service may be temporarily or definitively suspended.

Article 5 – STUDY ROOMS

1. Students who are resident in the student lodgings are allowed access to the study rooms, and all safety conditions apply. Non-resident students may also access the study rooms provided they respect the timings stipulated in the relevant regulations. Continuous 24-hour access to the study rooms is ensured to resident students, in the manner stipulated by the relevant regulations.

Article 6 – COMMUNAL KITCHENS AND REFRESHMENT AREAS

1. Where present, resident students can make use of communal kitchens and refreshment areas in compliance with the article 9.

Article 7 – USE OF COMMUNAL ROOMS

1. Resident students may use communal rooms for cultural events or recreational purposes only upon seeking prior authorization. Any request must be directed to SPES at least 48 hours beforehand complete with a list of participants and a description of its purpose.
2. The service shall authorize the events in strict compliance with the necessary limitations which are to be observed in accordance with the regulations of public safety.
3. Authorization may be withdrawn at any moment owing to proven violations to the agreements or if any other resident puts forward study reasons.
4. Should authorization be given for use of the communal areas and should any damage occur during the event, the applicants shall assume all responsibility for any damage caused, including payment of any necessary restorations.
5. Cleaning of the rooms shall be at the expense of the organizers.
6. All events must finish by 23.30 in order not to disturb other guests and to maintain peace, except in case of different dispositions of SPES.
7. Prior authorization from SPES must be given for exceptions to the above timetable.

Article 8 – GUESTS OF THE RESIDENT STUDENTS

1. Resident students may receive guests under the following terms:
 - a. guests may only stay in the residence from 8.00 to 22.00 every day, in agreement with all co-inhabitants and under the numerical limits of safety;
 - b. during their stay visitors are bound to respect all internal regulations in force.
2. Hosting students are guarantors for their guests' behaviour and are accountable for any disturbance, damage or problems caused by their guests.
3. The housing service personal are authorized to verify the identity the purpose of visitors and may remove anyone who refuses to state their purpose and/or to show a valid identity document from the Campus.
4. Should such violation persist, visitors shall be considered persona non grata to all intents and purposes. This will result in a permanent ban on entering the campus structure. Authorized personnel may, in case of need, call upon the public law enforcement bodies.
5. It is forbidden for all resident students to allow guests to stay overnight, even with roommate being absent.

PART III - STUDENT DUTIES

Article 9 – ALLOCATION, MAINTENANCE AND RETURN OF THE LODGINGS

1. Allocated students must present themselves to the SPES offices under the terms and conditions of the public competition, in pain of losing the benefit.
2. The stay in the month of August is only and exclusively permitted for study purposes, upon written certification of a professor, or real and proven inability to leave the accommodation.
3. Initial entry and final return of the lodgings at the end of the allocated period shall take place exclusively during the secretary office hours, or otherwise at a time agreed upon with SPES. Check-out appointments must be agreed in advance by email segreteria@spes-savona.it and delays of more than 15 minutes and not sufficiently justified will be considered as failure to return keys and badge with a 50 euro fine.
4. Upon acceptance students are obliged to show a valid identity document to the persons in charge and/or a permit to stay, if required but the current legislations, in order to complete the enrolment forms.
5. Students who are allocated a bed space are obliged to leave a security deposit as explained in the public competition.
6. The deposit, which cannot be considered an advance payment for the amount owed to SPES, will be paid back only after joint inspection and the return of the lodging's keys and magnetic card. Potential expenses relating to damage or extra cleaning costs will be deducted from the deposit.
7. Students who are allocated a bed space must ensure that they clean their own room, bathroom, kitchen and all other rooms as such action is the sole responsibility of the occupants. Should the allocated rooms be kept in unhygienic and unacceptable conditions, after all necessary checks SPES, will arrange for the rooms, furniture and equipment to be cleaned, the cost of which shall be debited to the students for a minimum of 20 Euros + IVA.
8. Cleaning of the kitchen and refreshment areas after use is mandatory. Students are fully responsible of it. Allocated students must respect the cleaning shifts of communal areas, drawn up monthly by designated tutors. Prior notice of non-availability must be given in written form. Communal rooms being in unacceptable hygienic conditions, or monthly shifts being not respected, SPES, after appropriate checks, shall charge a minimum of 20 Euros to each involved student. Any necessary disciplinary action will be taken. Allocated students must keep the assigned fridge tidy and clean. All occupants of the mentioned fridge are jointly responsible for the maintenance. Periodically, students are required to check and throw away in the appropriate containers expired and decayed material. Should SPES find expired and/or spoiled food, SPES can provide sanctions with a "written warning" and charge with restoration costs the students to which the fridge is assigned.
At last, at the end of the stay, students must empty their lodging, locker, pantry shelf and fridge. What will be left will be thrown away and the restoration costs will be deducted from the security deposit of all those involved (Es. *Fridge: charge to all occupants of the mentioned fridge; Lockers: charge to both recipients of the corresponding room*).
9. Repeated failure to comply will result in the service being temporarily suspended or definitively revoked, with a consequent ban on access to communal areas.
10. All students must ensure that their dishes and cutlery are washed and put back after every meal, being sure to keep them out of sight. To this end, all lodgings are equipped with a pantry shelf in a specified cupboard. Any dishes left out may be removed by SPES.

Assigned lockers in the corridor **must be closed**, for safety reasons, in order not to get in the way of an emergency. If SPES personnel or security officers find repeatedly the lockers opened, they will report it to SPES, which will be able to assess whether to sanction or admonish the occupants.

11. Allocated students of all residences are responsible for their own key and/or magnetic card. They cannot allow them to be used by others, otherwise they will be liable to the disciplinary measures specified in these same regulations. Loss or theft must be promptly communicated to the housing service, within 3 days maximum. In such cases, or in cases in which the magnetic card's deterioration is attributable to reasons other than correct usage, the relevant office will charge the students. The appropriate cost will be decided upon by the Head of the service.
12. If the assignee occasionally forgets the keys or stays out of his room during non-working hours or when the SPES offices are closed, he can contact the appointed security institute on the number published by the guardhouse at the main gate, for the intervention requires a payment of €25. The supervisory company will intervene within the times established by the contract. The lodger is required to leave his personal details, mobile number, the building to which he belongs and the room number by telephone and will also have to wait for the guard at the entrance to the main gate. Failure to attend will in any case result in the payment of the intervention. However, failure to attend will result in the payment for the intervention. If the absence of the student at the main entrance when the guard arrives involves a new call, the charge will be double. If the allocated student should make, during the academic year, more than to requests of this type, abusing the service, he is liable to disciplinary sanction up to the loss of the benefit. The supervisory institute is also authorized to verify general information requesting the exhibition of an identity document; in case of refusal to shown an identity document, the guard is authorized not to open the accommodation.
13. At all times students are held responsible for the prompt communication of any damage or otherwise found in the lodgings or communal areas.
14. If it should not be possible to attribute damage or otherwise to any one individual, the economic burden for repairs will be charged to all occupants proven to have been resident in the affected building during the time of the incident. Evidence is to be gained through the actions of the Head of the housing service or through appropriate documentation. If the student/s should fail to provide compensation, the management will arrange for the amount owed to be deducted from the security deposit, provided the amount should be sufficient. Said deduction must then be paid back to the security deposit within 10 days.
15. Since rooms are allocated to specific persons, it is strictly forbidden to leave them in possession of third parties for any reason whatsoever, including for temporary use.
16. As a result of maintenance interventions or force majeure, SPES may arrange for immediate transfer of one or more students to another residence inside the Campus. Should students refuse or delay, grounds will be given for the immediate and justifiable revocation of the allocated lodgings.
17. In order to notify SPES of when they expect to return their keys and magnetic card, students must communicate their intentions with SPES via email, within at least 1 week in advance of both summer holidays.
18. If damage or alterations of any kind should be revealed upon inspection, all related costs, together with any necessary cleaning, shall be deducted from the security deposit.
19. Students must return their lodgings clean and clear of any personal belongings. Any personal belongings left in the lodgings shall be removed and kept in the SPES offices, made available to the owner for the period of 15 days. Afterwards SPES will arrange to discard them charging any cost
After the established period has expired SPES declines all responsibility regarding the safekeeping of said personal belongings and will arrange for their disposal.
20. The graduate student may remain in the lodgings until the end of the month in which they earn their degree. Any derogation must be agreed upon with SPES.

Article 10 – ABSENCES

1. The head of the housing service must be consulted beforehand regarding absences of **more than 8 days**. Written communication must be given personally to the secretary or via email to the address segreteria@spes-savona.it
2. During periods of absence for more than 1 month, and in agreement with the allocated student, SPES may make the affected lodgings temporarily available to other students. In doing so, the corresponding amount shall be docked from the amount owed.

Article 11 – RATES

1. Students are obliged to pay the amount due for lodgings for the entire allocation period according to the differing rates stipulated by the public competition. No splitting of the months is allowed, no postponed entry (on other dates than those indicated in the competition) nor early exit before the end of the month are permitted.
2. The monthly payment must be made via bank transfer within the 5th of each month. A late payment penalty of 5% of the rate owed shall be applied for all late payments. In the event of delaying two consecutive monthly payments, SPES is entitled to revoke the housing benefit.

PART IV - PROHIBITIONS

Article 12 - FORBIDDEN BEHAVIOURS

1. Behaviours which are incorrect or otherwise detrimental to the safety and peaceful co-existence in residence are not allowed. The housing service personnel exercises control over any infraction or behaviour deemed to be unacceptable, even if not expressly provided for in these regulations. Any other act which may damage correct and regular community life is forbidden.
2. The following behaviours are strictly forbidden, for example:

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- a. temporarily or continually leaving one's bed space to third parties;
- b. hosting for any reason whatsoever extraneous persons outside of consented hours;
- c. introducing personal furniture into the accommodation without prior authorization from the housing service;
- d. in any way moving, removing, modifying or altering the furniture of the accommodation, as well as fixing posters and paintings or decorations to the walls;
- e. failing to keep allocated lodgings clean and in acceptably hygienic conditions;
- f. behaving in one's room or in communal areas in a manner which fails to comply with civil and normal co-existence and otherwise may cause disturbance or danger to other guests of the building;
- g. using communal areas exclusively for one's own purposes;
- h. smoking in the bedrooms and communal areas: residence personnel as well as other specifically assigned personnel are obliged to enforce the prohibition;
- i. introducing or keeping animals inside the building;
- j. organizing parties or celebrations in the communal areas or bedrooms without prior authorization from the building;
- k. leaving bags of rubbish outside one's door even if for only short periods.

PART V - SECURITY

Article 13 - SAFETY REGULATIONS OF THE LODGINGS

1. It is forbidden to keep drugs, arms, explosives, flammable material or gas canisters in pain of immediate revocation of the lodgings and being reported to the competent authorities.
2. Electrical appliances, especially electric heaters, gas hobs and microwave ovens are forbidden unless expressly authorized by the housing service.
3. In the residences it is compulsory to abide by the safety regulations that are posted in loco as well as those indicated in the regulation on the website www.spes-savona.it
4. Damage to or removal of the signs and notices or any other relevant element related to the safety of the residences (announcements, lights, fire extinguishers, billboards etc.) will result in repairs being charged collectively to all occupants where it is not possible to assign responsibility to an individual. It is absolutely forbidden to use, in any way, fire-fighting equipment except for emergency use.
5. The use of the cooking areas provided is permitted exclusively with respect to the terms laid down by the person in charge of safety at SPES. The use of any equipment in the bedrooms which does not conform with the safety standards is therefore strictly forbidden.
6. Cameras have been installed in all communal areas of the residences in order to guarantee student safety. The closed circuit video surveillance system aims **to ensure the safety and protection of the buildings**. The entire system complies with every regulation, requirement, proportionality and purpose. The proprietor of the information processing shall comply with all legal obligations. S.P.E.S. S.c.p.A. is the proprietor of the legal information processing, whose figure is represented by the person operating the video surveillance system.
7. Upon allocation of lodgings students must consult the safety instructions displayed and the documents published on the website, and must inform themselves of the fire prevention and safety procedures to follow in case of emergency. Students must undertake to participate in any organized training programs, whose aim is safety and protection in line with both the regulations in force and the those prescribed by the relevant bodies. Failure to participate in such activities, without proper justification shall result in a disciplinary measure, until the application of article 15 of the present regulations, namely until the loss of the benefit, according to discretion of SPES.

Article 14 - ACCESS

1. SPES has the right to send its personnel, people in charge or specific technicians into the bedrooms in order to verify the state of cleanliness of the lodgings or to carry out an inspection upon notification via email or otherwise written. If however, urgency should necessitate or otherwise in the case of the regulations being violated, the interventions and inspections will take place without prior warning and in absence of the interested persons.
2. If the company should find reason to believe that these regulations have been violated and/or for a state of emergency or danger to the buildings, the responsible officials and personnel shall perform any kind of inspection. Law enforcement bodies shall be called upon if necessary.

PART VI - FORFEITURE

Article 15 – CAUSES OF FORFEITURE AND LOSS OF BENEFITS

1. The following causes constitute forfeiture:
 - a. Failure to make use of the accommodation for a period of more than 30 consecutive days, where such absenteeism has not been proven to be due to exceptional circumstances and/or has not been declared in writing beforehand;
 - b. Late payment of more than 30 days after written notification from the housing service (2 monthly payments);
 - c. Introducing or making use of drugs and possessing weapons, explosive materials, flammable materials, and gas cylinders, this means immediate withdrawal of the assignment, loose benefits for subsequent years and complaint to the competent authorities.
2. Forfeiture shall preclude access to benefits in subsequent years.

3. In the case of forfeiture, the student will be given 3 days to leave the lodgings. Should the student fail to leave the lodgings after the 3 days have elapsed SPES reserves the right to remove all personal belongings, to change the locks and to debit all expenses to the student. All collected items shall be left in custody for 10 days after which SPES declines all responsibility for the safekeeping of said items and shall arrange for their disposal.

PART VII - DISCIPLINARY MEASURES

Article 16 – DISCIPLINARY MEASURES

1. In order to ensure effective management of the buildings as well as the safeguarding and peaceful co-existence of its guests, any violation or breach of these rules and regulations will result in the application of the following disciplinary measures:
 - a. written warning;
 - b. suspension of the benefit (from 1 to 6 months);
 - c. revocation of the benefit.
2. The student shall be given written notification of the facts which are liable to disciplinary measures by the Head of Services. Such objections shall be communicated to any student representatives inside the residences set out by article 6 comma 1. Upon receipt of notification the student has 3 working days within which they may present their written appeal to the Head of housing services.
3. The measures of the written warning and suspension of benefit are applied by the Head of housing services. The measures of revocation of benefit are applied by the President or Vice President of SPES.
4. Three written warnings constitute the revocation of benefit.
5. Where the measure of suspension for more than 3 months is applied, it shall result in the loss of the right to enter into the rankings the following year.
6. SPES reserves the right to take into account written warnings from previous years when making new allocations.

PART VIII - PRIVACY NOTE

Article 17 – NOTE REGARDING RESIDENTS' PRIVACY

S.P.E.S. S.c.p.A., registered office in VIA A. MAGLIOTTO, 2 – 17100 SAVONA, is the title holder for Data Treatment, impersonated by current president, Avv. Francesco Sanguineti, reference email privacy@spes-savona.it. The DPO of S.P.E.S. S.c.p.A. is lawyer Massimo Ramello, whose contacts are: Tel. 0131 1826681, pec: dpo@gdpr.nelcomune.it.

Your Data, acquired by the organization are directly released to the interested party either by filling the online form or by manual input of data at Our office.

Your Data will be processed by electronic and automated means at the premises of S.P.E.S. S.c.p.A., but also in paper form, finalized to administrative, fiscal and logistical management for the University Campus Residences of Savona. These Data are collected on a cloud data management entrusted to S.P.E.S. S.c.p.A., or to an eventual non-member named for external Data Controller.

The Company can provide Your personal data to non-members: Genova University – Università degli Studi di Genova; Savona municipality – Comune di Savona; Police Headquarters and Prefecture – Questura e Prefettura; ALISEO Liguria; Fiscal, Job and Legal Consultant; Italian Tax Supervision Authority – Agenzia delle Entrate; Italian Welfare and Health Authorities.

Personal data collected by SPES are not subject to disclosure or deployment, they will not be sold nor disposed of to others.

Your Personal Data WILL NOT be transferred outside the European Community.

Your Data will be stored for a period up to a maximum of 10 years according to the Civil Code Article 2220 regarding accounting Data storage.

It belongs to Your rights to ask for access, correction, portability deletion or limited treatment of Your Data, in addition to the Data Treatment opposition right. In case of Data Treatment opposition, S.P.E.S. S.c.p.A. will be unable to ensure any right of access to University Residences – University Campus of Savona.

Treatment of Your Data will be accomplished with your agreement which is always retractable with a exception of fiscal and administrative obligations.

Moreover, it is your right to present an official claim to the Control Authority if you believe that a non-conform Data Treatment has been accomplished

APPENDIX

SUMMARY OF BEHAVIOURS SUBJECT TO “WRITTEN WARNING”

The following behaviours are subject to measures of written warning, for example:

- 1) keeping the allocated lodgings in unhygienic conditions;
- 2) keeping materials belonging to the residence but which have not been allocated to the student in bedrooms;
- 3) leaving furniture and all forms of object in the communal areas;
- 4) throwing objects and obstructive or harmful substances into the plumbing of sinks and bathrooms;
- 5) inappropriate use of the emergency exits and alarms;
- 6) inserting nails, hooks and similar objects in the internal and external walls;
- 7) damaging the internal and external walls through affixing posters and similar items;

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- 8) inappropriately using radio, TV, hi-fi equipment and similar items;
- 9) moving flower vases or others objects in dangerous positions;
- 10) behaving in a manner which may constitute harassment towards other guests and/or personnel;
- 11) violation of the rules and regulations of the condominium, where they exist;
- 12) failure to throw away municipal solid waste into the appropriate containers outside the Residence;
- 13) failure to communicate temporary absences;
- 14) failure to take part in safety courses, without proper justification;
- 15) parking in the no-parking areas, no-stopping zones or pedestrian areas.

SUMMARY OF BEHAVIOURS SUBJECT TO SUSPENSION OF THE BENEFIT

The following behaviours are subject to the suspension of benefit, for example:

- 1) leaving the bedrooms or bed to other students;
- 2) leaving the room keys or room/communal area magnetic cards to others;
- 3) hosting in bedrooms or in those of absent students t strangers in relation to the highlighted rules in art.8 of the present regulations;
- 4) modifying, tampering with or inappropriately using equipment belonging to SPES;
- 5) performing repairs or otherwise arranging for such intervention without prior consent from the company;
- 6) keeping electric heater or hobs of any type in bedrooms;
- 7) violating on more than 2 occasions the above regulations sanctioned with a written warning.

SUMMARY OF BEHAVIOURS SUBJECT TO REVOCATION OF BENEFIT AND OF ALLOCATION OF LODGINGS

The following behaviours are subject to measures of revocation of benefit, for example;

- 1) tampering with alarm, safety, and surveillance systems;
- 2) violating the rules and regulations concerning safety measures and fire prevention with regard to the rules in force and to the specific regulations of SPES;
- 3) failure to take part in safety courses, without proper justification;
- 4) introducing or possessing weapons of any sort, flammable materials, explosives and any other dangerous or offensive material in the residence;
- 5) Introduce or make use of any kind of drugs.
- 6) leaving bedrooms or those of other absent students to others, after already having had the benefit suspended owing to the same type of violation;
- 7) hosting strangers in bedrooms or those of absent students outside of consented hours, after already having had the benefit suspended owing to the same type of violation;
- 8) leaving keys to others, after already having had the benefit suspended owing to the same type of violation;
- 9) duplicating keys after receiving them.
- 10) being unjustifiably absent in violation of the rules and regulations;
- 11) all other violations in the rules and regulations of this same regulation that may seriously damage the company, third parties or beneficiaries.

Those who allow expelled or suspended students to enter or stay in the buildings will be liable to measures for the suspension of benefit. The presence of unwanted persons in the buildings will oblige the company and its personnel to report trespassing.

Savona, 14/06/2023

Signed in the original
Avv. Francesco Sanguineti - Presidente