

Admission decision defining the terms and conditions of tenancy of a dwelling in a residence hall.

THE DIRECTOR GENERAL OF THE CENTRE RÉGIONAL DES ŒUVRES UNIVERSITAIRES ET SCOLAIRES OF ...

Having regard to decree n°2015-1437 of November 5th, 2015, listing documents that can be required for a candidate to renting and his or her guarantor.

Having regard to Articles L.822-1, R.822-2, R.822-30, R.822-31 of the Education Code.

Having regard to Article 1407 of the French General Tax Code.

Having regards to Memo Cnous n°20230228 « procedures for renting for the 2023-2024 admission campaign» dated February 28th, 2023.

Having regard to the Internal Rules for halls of residence and the use of the CROUS car park approved by the decision of the Board of directors on...

HEREBY DECIDES

Article 1 Temporary and revocable provision

The Director General of the CROUS hereby admits ... (referred to hereafter as the beneficiary) to the dwelling described in the financial annex attached to the present admission decision.

Article 2 Nature of tenancy right

The tenancy right granted to the beneficiary is temporary and revocable. This right is strictly personal and non-transferable. Subletting, accommodating a third party, even free of charge and including a child (except in dedicated units), exchanging, or lending the dwelling are strictly prohibited.

Given its nature and purpose, the tenancy right does not allow a company to be domiciled in the dwelling or residence hall.

Article 3 Tenancy period

The effective date mentioned on the admission decision is that on which the student has the right to occupy the dwelling. The fee corresponding to the allocated dwelling becomes due on this date.

La date d'effet mentionnée sur la décision d'admission est celle à laquelle l'étudiant a droit d'occuper le logement et à laquelle il devient redevable de la redevance correspondant au logement attribué.

For any student admitted prior to 1st September (start of academic year), the effective date is no later than **September 1st**.¹

For any student admitted after September 1st, the effective date is the date indicated in the admission decision.

Tenancy is granted from (...) to (...) and solely for the current academic year.

¹ Except for the CROUS of La Réunion, for which the date is **determined locally** as the start of the academic year is earlier in that education authority area.

For health and organizational reasons, the CROUS may be required to rehouse a student temporarily on the same terms of comfort and fees.

Article 4 Administrative Conditions

Any beneficiary admitted to a hall of residence is required to comply with the provisions of the Internal Rules attached to this decision, as well as to provide the documents and carry out the formalities described hereafter.

Article 4.1 Proof of eligibility

The beneficiary must provide all the supporting documents demonstrating that their status falls within the scope of Article R822-2 of the Education Code:

- Identity document.
- Tuition certificate or student card and internship agreement, where applicable, or enrolment certificate.
- For students outside of the European Union: valid visa or residence permit or receipt of the request for renewal to allow verification that the request was filed within the regulatory deadline.

They must also provide the following:

- Guarantee certificate from a legal entity (Visale certified by priority or any other rent payment guarantee body) or a natural person providing the supporting documents: ID, proof of address, employment contract, last three pay slips.
- Civil liability and property insurance certificate.
- This unilateral admission decision, dated and signed by the beneficiary.

It is hereby stated that the keys or means of access will only be handed over once all the documents, duly completed and signed before arrival, have been submitted.

Article 4.2 Advance payment on fee

If the beneficiary has made an advance payment on the fee (of an amount of €100) in confirmation of the conditional allocation of dwelling, this advance payment is deducted from the amount of the first month's fee. In case of withdrawal before the effective date and upon request of the interested party within seven days after the effective date, this advance is refundable within one month after receipt of the request and provided that the bank identity statement in SEPA format has been communicated within this period in the digital space CitéU.

Article 4.3 Deposit

The beneficiary must pay the deposit in accordance with the procedures and within the deadline indicated herein, and in all cases before taking possession of the dwelling. The student must pay the deposit online.

The deposit is cashed and will not accrue interest during the period of the tenancy right. The deposit cannot be used to pay the final month's rent.

The deposit is refunded to the resident by bank transfer after their departure:

- Within a period of one month, minus the amount of any outstanding debts, if the condition of the dwelling in the inventory on departure matches that on arrival and provided that the bank identity statement in SEPA format has been communicated within this period in the digital space CitéU.
- Within a period of two months, minus the amount of any debts outstanding or debts not covered by the joint and several guarantee, of any repair costs caused by any damage or negligence on the part of the student and of the dwelling cleaning and refurbishment costs set out in the inventory on departure.

In the event of tenancy being renewed or the resident readmitted, the deposit is kept for the new booking period. It will not be reassessed.

Article 4.4 Joint and several guarantee commitment

The beneficiary may only take possession of the unit after submitting a joint and several guarantee in accordance with Article 4.1 (legal entity or natural person).

The joint and solidary guarantee covers the entire current academic year regardless of the date on which the tenancy right ends. It must be renewed in the event of a readmission or renewal.

Article 4.5 Insurance

The insurance certificate must state that the policy includes third-party liability and multi-risk property coverage in the name of the beneficiary and for the address of the dwelling referred to in this decision.

Article 5 Financial conditions of occupation

The beneficiary must pay the fee in arrears, i.e., on the 1st day of the following month of occupancy, in accordance with the terms and conditions described in the financial appendix to the present decision.

The first month's fee, minus the advance of 100 euros, is due when the keys are handed over.

Article 6 Property Inventory

Article 6.1 On arrival of the beneficiary

At the latest when the keys or other means of access are handed over, an inventory conducted in the presence of both parties and countersigned by a representative of the CROUS and by the beneficiary or their duly appointed representative is drawn up and attached to this decision.

It sets out the condition of the dwelling and its equipment.

Any hidden defects or impaired functioning that might not have been detected when the inventory was drawn up must be reported by the beneficiary within a period of ten (10) calendar days of moving into the dwelling.

Article 6.2 On departure of the beneficiary

The beneficiary undertakes to leave the dwelling in clean condition. Failing this, cleaning costs will be charged to them.

On departure of the beneficiary, an inventory is conducted in the presence of the representative of the CROUS and the beneficiary or their duly appointed representative, where applicable.

The beneficiary returns the means of access at the end of that inventory. Failing which, the beneficiary is considered to be occupying their dwelling and must pay the due rental fees. In the event of the loss of the means of access, their replacement will be charged.

Any damage that does not fall within the scope of normal wear and tear will be at the expense of the beneficiary according to the price scale established by the Board of directors of the CROUS and indicated when the keys are handed over at the latest.

Article 7 Tenancy Decision Early Termination Conditions

Article 7.1 At the initiative of the beneficiary

The beneficiary agrees to inform the residence of his or her departure date one month in advance, from date to date, on the tenant's digital space (CitéU). An acknowledgement of receipt is sent electronically. If failing advance notice in the abovementioned time and conditions, the full amount of the fees is due.

Article 7.2 At the initiative of the CROUS

The Crous may decide to terminate the right of occupancy and thus render the admission decision null and void in the following cases:

- **If the student has not submitted a countersigned and complete rental file before the effective date, the student loses his/her right of occupancy.** In this case, the admission decision becomes null and void on the effective date and the student must be informed of the loss of his or her rights. **In this case, the advance payment is not refundable.**
- **If the student has a rental file that does not include any of the required documents at the end of a period of 15 calendar days from the date of assignment, as long as this date is before August 15, the student loses his or her right of occupancy.** At the end of this period, the admission decision becomes null and void and the student must be informed of the loss of his/her rights. **In this case, the advance payment is refundable.**
- **If the student, whose rental file is up to date, does not show up on the day the keys are handed over and has not obtained a late arrival authorization from the Crous, the student loses his or her right to occupy the accommodation at the end of a period of 7 calendar days from the effective date.** At the end of this period, the admission decision lapses on the effective date and the student must be informed of the loss of rights. **In this case, the advance on fees is not refundable.**

In the event of a failure by the beneficiary to comply with any of their obligations, the CROUS may terminate this decision early and issue a termination decision as notice or as a sanction against the beneficiary.

Article 8 Internal Rules

By the sole fact of their admission and of obtaining the tenancy right, the beneficiary is required to comply with the conditions and rules set out in the internal rules attached as an annex to this decision.

Article 9 Dispute and appeal

Dispute resulting from this decision is subject to an ex-gratia appeal filed with director general of the Crous within a period of two months of its notification.

Any further dispute is subject to appeal with the Administrative Court territorially competent.

The director general of the Crous

First name LAST NAME

Date

I, the undersigned (beneficiary) / We the undersigned (beneficiaries) declare that I / we have read this decision and its annexes (financial annex, internal rules, guarantee) and I / we undertake to comply with the provisions set out in the Internal Rules for residences and the Internal Rules for car parks.

Signature of the beneficiary

Les données personnelles sont collectées dans le cadre du traitement du bail locatif dont la finalité est la constitution d'un dossier locatif pour l'attribution d'un logement. Elles sont conservées sur toute la durée du bail locatif actif et jusqu'à l'expiration des délais légaux applicables.

Pour toute question sur le traitement des données, le délégué à la protection des données peut être contacté à l'adresse figurant sur le site internet du CROUS dans la rubrique « Contacts ».

Financial Annex to the Admission Decision

Financial terms

The dwelling allocated to (beneficiary / beneficiaries) has the following characteristics:

- Type:
- Hall of residence (name and address):
- Surface area:
- The fee is composed as follows: total monthly amount of the minimum / maximum fee
 - Fee: € ...
 - Fixed-sum charges: € ...
 - Furniture add-on charge: € ...

Deposit: € ...

The fee indicated is projected. It is subject to change by decision of the Crous Board of Directors.

Calculation of CAF financial aid is based solely on the fee (without fixed-sum charges and furniture add-on charge).

Any damage will be charged to the beneficiary / beneficiaries in accordance with the pricing voted by the Board of directors of the CROUS.

ADVANCE PAYMENT ON THE FEE AS CONFIRMATION OF THE RESERVATION

The advance payment on the fee referred to in **Erreur ! Source du renvoi introuvable.** of the admission decision is deducted from the fee due for the first month.

In the event of a withdrawal, this advance payment is refundable before the effective date mentioned on the admission decision, at the request of the person in question. Once the effective date has passed, no refunds will be payable except on an exceptional basis and subject to an express request made by the beneficiary, notably on grounds of a late course allocation in a higher education establishment (PARCOURSUP), which will be assessed by the CROUS general management.

Also,

- **If the student has not handed in their complete and countersigned rental file prior to the effective date**, they shall lose their tenancy right. In this case, the decision becomes null and void at the effective date, with the obligation to inform the student of the loss of their tenancy rights. **In this case the advance payment is not refundable.**
- **If the student has a rental with none of the required items 15 days after the date of the reservation**, they shall lose their tenancy right. On expiry of this period, the admission decision shall become null and void at the effective date, with the obligation to inform the student of the loss of their tenancy rights.
- **If a student who has provided a complete rental file does not turn up on the day of handover of the keys and has not informed the CROUS of a late arrival**, the student shall lose their tenancy right to the dwelling on expiry of a period of **7 calendar days** as of the effective date. On expiry of this period, the admission decision shall become null and void at the effective date, with the obligation to inform the student of the loss of their tenancy rights. **In this case the advance payment is not refundable.**



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Fixed-Term Guarantee

(Articles 2288 to 2320 of the Civil Code; Law no 89-462 of 6 July 1989 amending Law no 86-1290 of 23 December 1986, and in particular its article 22-1)

I the undersigned (the guarantor)

(SURNAME and forenames):

Born on:

In:

Profession:

Residing at (full address):

E-mail:

Telephone:

Hereby declare that I stand as joint and solidary guarantor, for a fixed term and without the right to demand prior proceedings against the beneficiary, for the payment of all or any sums that the beneficiary might owe to the CROUS of ..., situated at..., arising from the unilateral admission decision and setting out the terms and conditions of tenancy of a dwelling in hall of residence, dated:

The beneficiary

(SURNAME and forenames)

For a dwelling located at the address:

Postcode:

Town/City:

Hall of residence:

My undertaking is for a fixed term and is valid

From:

Until:

Up to the amount of twelve (12) monthly fees added to a maximum amount of five thousand euros (€5,000).

I acknowledge that I have received and read a copy of the admission decision and its financial annex setting out the terms and conditions of tenancy of a dwelling in hall of residence, its terms and conditions, and in particular the amount of the fee.

I also acknowledge that I am informed of the financial situation of the beneficiary. This guarantee is to the benefit of the CROUS and covers the payment of all or any amounts that the beneficiary might owe to the CROUS and in particular: the fees, charges and incidental amounts, interest, compensation owed under any penalty clauses or for any unauthorized occupation, procedural costs and expenses and the costs of any deeds, as well as any damage or repairs to the rental property at the expense of the beneficiary.

By standing as guarantor for (surname and forename of the beneficiary), I commit to reimburse, from my own income and personal property, the sums and costs including payment of the principal amount, of any interest and, where applicable, of any penalties or late payment interest owed by the beneficiary in the event of a failure to pay by the latter. I hereby confirm that I am perfectly aware of the nature and extent of my undertaking.

Due to the joint and solidary nature of this guarantee, the Guarantor expressly declares that they waive the benefit of discussion and division set out in Article 2288 of the Civil Code.

Finally, I also acknowledge that I have read the penultimate paragraph of Article 22-1 of the Law of 6 July 1989, drafted as follows: "When a guarantee for obligations arising from a lease agreement concluded pursuant to this section does not contain any indication of duration or when such duration of the guarantee is stipulated as being open-ended, the guarantor may terminate it unilaterally. The

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termination shall take effect at the end of the lease agreement term during which the lessor receives notification of such termination, whether it is the initial lease term or an extension or renewal.” In the case of the CROUS, the lease agreement is replaced by the admission decision. The joint and several guarantee must be renewed in the event of a readmission or renewal on the basis of a new revised fee, further to a deliberation of the CROUS management board.

[Approved for joint and several guarantee]

Drawn up in , on

Forename and surname, Signature

Signature of the CROUS representative

The items to be provided are as follows:

- A. – For guarantors who are natural persons, a valid identity document including the photograph and signature of the holder, from among the following documents:
 - 1. French or foreign national identity card,
 - 2. French or foreign passport,
 - 3. French or foreign driver’s license.
- B. - For guarantors who are legal entities, the following two items:
 - 1. Registration certificate (“Extrait K bis” for France) dated within the previous three months or the articles of association or any other document providing proof of the legal existence of the entity, showing the name of the person responsible and the address of the entity, as well as proof that a declaration has been made to an administration, court or professional body.
 - 2. Proof of the identity of the person representing the legal entity indicated in the registration certificate or articles of association.
- C. – A single document as proof of home address, from among the following documents:
 - 1. The last rent payment receipt.
 - 2. A water, gas or electricity bill dated within the previous three months.
 - 3. A home insurance certificate dated within the previous three months.
 - 4. The most recent property tax assessment or, failing this, the ownership deeds to the main residence.
- D. – One or several documents as evidence of professional activities, from among the following documents, translated into French:
 - 1. An employment or internship contract or, failing this, a certificate from an employer stating that a job has been offered, indicating the position and wage proposed, the starting date being considered and the duration of any probationary period, where applicable.
 - 2. The trade and companies register certificate (“Extrait K” or “K bis” in France) dated within the previous three months for a commercial enterprise.
 - 3. The original “Extrait D 1” from the professional register dated within the previous three months for a tradesperson.
 - 4. A copy of the INSEE identification certificate showing the identification numbers for a self-employed person.
 - 5. A copy of the professional card for a self-employed professional.
 - 6. Any document providing proof of activity for other professionals.
- E. – One or several documents providing proof of income from among the following, translated into French:
 - 1. The most recent income tax assessment and, when part of the income was not subject to taxation in France but in another State or territory, the last assessment notice for the tax or taxes equivalent to income tax in said State or territory, or an equivalent document issued by the tax administration of said State or territory.
 - 2. Real estate property ownership deeds or the last property tax assessment document.
 - 3. The last three wage slips.
 - 4. The last two balance sheets or, failing this, an income declaration for the current period issued by an accountant for non-salaried workers.

5. Evidence of payment of any compensation, retirement or other pensions, family allowance, welfare or benefits received within the previous three months, or proof of an entitlement to such rights drawn up by the paying organisation.
6. Evidence of income from property, annuities, investments or securities.

NO LEGAL VALUE

Internal regulations for hall of residence

PREAMBLE

These rules apply to all occupants, regardless of their legal status. They may be supplemented, if necessary, by special conditions appended to these regulations.

These internal regulations are attached to and form part of the admission decision setting out the terms and conditions for occupying accommodation in a hall of residence.

Article 1 The need for a decision

A beneficiary may not occupy accommodation in a university residence unless an express decision of admission, renewal or readmission has first been taken by the Director General of Crous. This right of occupation is also precarious and revocable.

Article 2 Occupier without right or title

Any occupant who does not have an express decision of admission or renewal, or who loses his right of occupation during the year, becomes an occupant without right or title. If the occupier remains illegally on the premises, eviction proceedings will be initiated, without prejudice to the recovery of any occupancy charges owed. Any occupant without right or title is liable to pay an occupancy indemnity, the amount of which is set by the Crous Board of Directors, without prejudice to any eviction proceedings that may be brought against them.

Article 3 Peaceful nature of the occupation, in keeping with its intended purpose

Accommodation must be occupied peacefully and in a manner that does not breach public order. Residents are required to avoid noisy activities during the day and especially after 10pm in order to respect the work of other residents and Crous staff assigned to or housed in the residence, as well as any person or service provider working in the residence.

The consumption of illegal substances is prohibited. The consumption of alcoholic beverages is prohibited in communal areas.

Article 4 Visiting rights

All residents are free to receive visitors. Visiting rights do not imply any right to accommodation. Residents are responsible for visitors to whom they have authorised access and for any incidents that

they may cause in their accommodation or in the communal areas of the residence. Authorised visiting rights must be exercised in the presence of the owner of the accommodation.

Article 5 Subletting or third-party accommodation

Sub-letting (whereby a resident makes the occupied university accommodation available to a third party, with or without payment of a consideration, usually financial) is strictly prohibited.

The right of occupancy is strictly personal and non-transferable and prohibits subletting, which constitutes an offence that may give rise to penalties. If the Crous observes breaches that indicate subletting or accommodation by a third party (presence of extra mattresses, presence of other occupants unknown to the Crous, publication of an advertisement on the website of an organisation responsible for offering accommodation in return for payment, etc.), the resident may be summoned.

This interview, during which the student will be able to make his or her observations, will potentially allow the suspicions raised to be confirmed or invalidated. In the event of proven subletting or hosting by a third party, a decision will be taken to impose a penalty, leading to immediate exclusion.

Article 6 Compliance with safety rules

Residents must not in any way endanger the safety of other residents or staff, particularly by obstructing access or damaging safety equipment. Residents must not disconnect or obstruct the smoke detectors and autonomous smoke alarms (DAAF) installed in their accommodation.

For safety reasons, apart from the appliances provided by Crous, residents undertake not to use gas appliances, heaters, hotplates or cooking appliances (except microwaves) in the accommodation or communal areas, and not to possess any object or appliance likely to compromise the safety of property or persons.

Similarly, the use of multiple connections or too many electrical appliances is prohibited. The storage of dangerous or flammable products is strictly prohibited.

Mechanical ventilation must not be obstructed. It is forbidden to store any personal equipment or objects (crates, trunks, bicycles, etc.) in communal areas.

It is forbidden to place or hang objects on windowsills, corridors, staircases and communal rooms. No lock other than the existing one may be deliberately installed by the resident. Residents are responsible for the loss of their means of access, which they must under no circumstances entrust to another person. In the event of loss, they must inform the residence, pay the replacement costs and the lock will be changed by Crous if necessary.

The Crous declines all responsibility for any theft to which the resident may fall victim in his/her accommodation or on the university residence premises. Residents are responsible at their own expense for any damage caused.

Any malfunction, damage or incident must be reported as soon as possible to the management of the hall of residence. It is forbidden for residents to interfere with the water, electricity, gas, internet, or heating networks.

Article 7 Compliance with hygiene and maintenance rules

The common areas are cleaned by Crous. Nevertheless, residents must help to keep the premises clean by behaving appropriately, particularly in communal areas. Residents are responsible for the hygiene and cleanliness of their accommodation and for ensuring that it is regularly maintained.

If residents notice the presence of pests (bedbugs, cockroaches, etc.), they must inform the residence immediately. The costs (cost of the protocol, company intervention) are incurred by the Crous but may be billed to the resident if the infestation is not reported or if the disinsectisation protocol is not followed.

Pets are not allowed in university halls of residence, unless you can prove that you have been granted disabled status by the CDAPH and produce the relevant permit.

Any malfunction, damage or incident must be reported as soon as possible to the management of the hall of residence.

The CROUS reserves the right to visit accommodation to check its condition, provided that students are given at least 48 hours' notice. This period may be reduced in cases of force majeure.

Article 8 Respecting the integrity of the home

Residents must not alter the layout of the accommodation provided. Except with the written agreement of the residence manager, the furniture in the accommodation may not be changed or removed. The furniture remains the property of Crous. In the event of non-compliance with these rules, Crous may require the resident either to restore the premises to their original state, or to have this done at the resident's expense.

Article 9 Compliance with health regulations

In the specific context of the student residence, which includes numerous communal living areas, it is requested that in the event of a suspected contagious disease, accident or serious illness, a declaration be made as soon as possible to the manager 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 requiring special care or recourse to a specialised facility, a medical certificate stating that there are no contraindications to living in the community must be produced before the student can return to the hall of residence. If this proves impossible, the Crous may assist the student in finding suitable accommodation that takes account of his or her medical needs.

In the event of a health crisis, as a precaution against any risk of contagion, residents must ensure that they comply with all the residence's health rules.

Article 10 Right of access to housing

Residents may not prevent access to their accommodation when this is necessary for the safety of persons and property, the maintenance of the premises or to check that these rules are being applied.

Unless it is an emergency (for example, if there is a risk of harm to property or personal injury), the resident will be informed in writing before the visit.

A visit may be made in the absence of the resident if a request for assistance has been made by the resident.

Article 11 Residents' rights

All residents admitted to a hall of residence are entitled to freedom of expression and freedom of cultural, political, trade union and religious information, as well as freedom of assembly and association. These freedoms are exercised with respect for the individual freedoms of other residents and in accordance with the principles of secularism and neutrality.

Any demonstration of a proselytising nature is prohibited.

Article 12 Respect for the rules of community life and citizenship

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

- Respect for staff at the hall of residence and Crous central services.
- Respect for premises and equipment.
- Respect for other residents, in particular by ensuring their peace and quiet.

Furthermore, in accordance with article L141-6 of the Education Code and article 6 bis of law no. 83-634 of 13 July 1983 concerning respect for others and for all staff, which is binding on everyone: "the residence is a human community where everyone must demonstrate a tolerant attitude that respects the personality and beliefs of others. The use of physical and sexual violence, verbal aggression and any form of harassment, including harassment via the Internet, intimidation or discrimination, and any racist, anti-Semitic, xenophobic, sexist or homophobic comments or behaviour, or behaviour that reduces others to a physical appearance or a disability, are unacceptable in terms of everyone's right to live in a climate of safety and tolerance".

Finally, residents adhere to the values of citizenship, respect for the environment and sustainable development that the Crous promotes as a responsible administration. Compliance with these rules implies an obligation to report any anomaly likely to result in wastage of water or electricity in both the communal and private areas of the residences. The principle of good water and energy management applies to all residents. Residents are also required to sort their personal waste and make proper use of the containers and collection methods provided by the public authorities.

Article 13 Associations and community activities

No company may have its head office in a university residence. No association may have its head office in a university residence without having obtained written authorisation from the Director General of Crous. Any association wishing to establish its administrative headquarters in the residence must declare to the Director General of Crous its constitution, its aims, the means envisaged and the names of its officers; this declaration does not exempt it from fulfilling the formalities provided for by law.

Dedicated display areas are available to residents in the halls of residence. All information must be sent to the residence in writing beforehand. No posting is authorised outside the dedicated areas. All information posted in these areas must be translated into French. Authorisation from the manager of the hall of residence must be sought at least eight days in advance for any group activity of any kind organised by the residents or an association.

Article 14 Tobacco

In accordance with the provisions of decree no. 2006-1386 of 15 November 2006, which lays down the conditions for banning smoking in places designated for collective use, i.e., closed and covered places open to the public or which are workplaces, smoking is prohibited in lobbies, corridors, common areas and spaces.

The same prohibitions apply to the practice known as "vapotage" (decree no. 2017-633 of 25 April 2017).

Article 15 Video protection

The communal areas, corridors and accesses to the residences may be placed under video protection. Occupants are informed of this when they are admitted and can exercise their right of access with the residence manager under the conditions set out in the General Data Protection Regulation (GDPR).

Article 16 Internet access

The residence may be connected by an operator. If this is the case, residents will be able to access the internet from their home. Activation of the service is subject to acceptance of its general conditions of use. Under no circumstances is it permitted to intervene and/or modify the existing technical installations of the residence's operator.

Article 17 Consequences of non-compliance

Any breach of these internal rules may result in the following graduated sanctions, depending on the seriousness of the breach and/or its repetition:

- Written warning from the residence manager
- Written warning from Crous General Management
- Automatic transfer to another residence
- Exclusion after a specific warning from General Management with no effect
- Exclusion without prior warning from Crous

A serious breach of the rules of life or an attack on the integrity of a member of staff or any other person may result in exclusion without prior warning from Crous.

Article 18 Respect for the adversarial principle

Penalties imposed in accordance with Article 17 shall be in writing and substantiated. In accordance with the adversarial principle, exclusion sanctions are preceded by an interview with the Director General of Crous, or his/her representative, during which the occupant may be assisted by any defender of his/her choice. The contacts of its student representatives on the Board of Directors are communicated to the occupant as soon as they are elected.

Article 19 Consequences of remaining in the premises

Article 19.1 In the event of non-renewal at the end of the initial period of occupancy

The occupant receives a reasoned decision of non-renewal or non-readmission for the next academic year. Occupants who have not taken all the necessary steps to be readmitted or renewed in accordance with the conditions defined by the Crous in application of the rental management circular, or whose application for readmission or renewal has been refused by a reasoned decision from the Crous, may not remain in the premises beyond the end date of occupancy. If the resident remains in the premises beyond the expiry date of the initial decision, he/she becomes without right or title. They are then given formal notice to vacate the premises. The resident has fifteen days from the date of notification to leave the premises. Occupation beyond this deadline will be subject to compensation in accordance with the rates adopted by the Crous Board of Directors.

If this is not done, Crous will submit a request for eviction to the interim relief judge of the local administrative court.

Article 19.2 In the event of exclusion during occupancy

In the event of exclusion as provided for in Article 17 of these regulations, a decision to revoke the membership will be sent as a sanction.

If the resident remains in the premises, he or she is deemed to be without right or title. They are then served with a formal notice to vacate the premises. The resident has fifteen days from the date of notification to leave the premises. Occupancy will be subject to compensation in accordance with the rates adopted by the Crous Board of Directors.

Failing this, Crous will apply to the interim relief judge of the administrative court with territorial jurisdiction for eviction.

Article 19.3 Other cases

In the event of loss or failure to prove entitlement, regular non-payment of the fee or failure to produce the documents referred to in article 4.1 of the admission decision, a revocation decision will be sent.

If the resident remains in the premises, he or she is deemed to be without right or title. They are then served with a formal notice to vacate the premises. The resident has fifteen days from the date of notification to leave the premises. Occupancy will be subject to compensation in accordance with the rates adopted by the Crous Board of Directors.

Failing this, Crous will apply to the interim relief judge of the administrative court with territorial jurisdiction for eviction.

These internal regulations will take effect from 1er September 2023.

INTERNAL RULES FOR CAR PARK USERS

Article 1 Definition

In the present rules, the term “User” means the driver of any vehicle authorised by the CROUS to park in the car park or to use the car park for a parking operation.

Article 2 Conditions of use of the car park

The act of leaving a car in the car park implies full and unreserved acceptance by the User of the conditions of the present rules, a copy of which shall be prominently displayed at the entrance.

Article 3 Right of access

Access to the car park is strictly reserved for Users and authorised persons. Non-resident users of the car park may not enter the housing premises. A copy of the vehicle registration document must be provided.

Article 4 Restrictions of use

The User is strictly prohibited from cleaning or maintaining their car in the car park, from doing any form of work, sales, or any activity not directly or indirectly related to vehicle parking, such as sleeping, eating or drinking alcohol.

The use of machinery or equipment likely to damage or deteriorate the car park’s flooring and facilities is strictly prohibited. The cost of any damage caused through the use of such items shall be borne by the User.

Article 5 Car park opening hours

The User has access to the car park during its opening times unless otherwise stipulated in the agreement between the User and the manager. The car park is open 24 hours a day, 7 days a week. Any modification will be notified to the User.

No vehicle may park continuously in the car park for more than 30 consecutive days without prior written agreement from the manager. The manager is entitled to have any vehicle breaching this rule removed at the User’s own cost and risk. Vehicles that cannot be parked in a normal parking spot (5 m x 2.5 m) due to their size may not enter the car park. Vehicles with a trailer are strictly prohibited.

Article 6 Payment terms

Use of the car park is dependent upon payment of a fee, the amount of which is set by the Board of directors of the CROUS, payable monthly. Vehicles access the car park by means of a badge. The User must keep this badge throughout the duration of their subscription to the car park. The User must pay a security deposit which will be refunded when the badge is returned, except in the event of damage. If the badge is lost, the User must pay a flat fee set by the Management Board of the CROUS.

Article 7 Exemption from liability

The fee charged is a parking fee, not a surveillance fee. Under no circumstances may the CROUS be held responsible for any damage, theft, fire, etc. that may be suffered by the vehicle or its contents. Users are strongly advised to lock their vehicle and to leave no items visible inside.

Article 8 Responsibilities

Vehicle owners are responsible for any physical accidents or material damage that they may cause inside the car park, whether to other cars, facilities or buildings. Any duly noted deterioration of the car park's equipment will give rise to legal action. In the event of an accident, it must be declared immediately to the hall of residence management.

Article 9 Driving inside the car park

On the circulation routes in the car park, Users must observe traffic laws, the existing signage, the instructions indicated on signs or given directly by residence staff, as well as the special provisions of the present rules. Non-compliance with these provisions will result in termination of the subscription.

The speed limit is 15 km/h inside the car park. It is prohibited to overtake or to park on the circulation routes.

Users must not park their vehicles in a manner that encroaches upon the circulation route or the neighbouring parking spot.

Article 10 Parking

If a vehicle is parked illegally, thereby hampering normal operating conditions or presenting a danger to the car park, the CROUS reserves the right to call on the competent authorities to remove the vehicle at the cost and risk of its owner. In the event of an accident or breakdown, the User must immediately take the necessary measures to move the vehicle to a place where it in no way hampers normal circulation in the car park.

Article 11 Special case of non-resident users

If the User is not a tenant of the hall of residence, he or she may not under any circumstances attempt to access the hall of residence or disturb residents. The User may only cross the common areas granting access to and from the car park.

Financial annex to the Internal Rules of the car park

FINANCIAL TERMS

The parking spot allocated to (beneficiary / beneficiaries) has the following characteristics:

- Hall of residence (name and address):
- Spot number:
- Fee:

Damage is invoiced to the beneficiary in accordance with the pricing voted by the Board of directors of the CROUS.

Terms and conditions of use of the trouverunlogement.lescrous.fr platform (TuL)

Article 1 Description

TrouverUnLogement (TuL) is an application of the Crous network, designed to collect and process applications for accommodation in the residences and halls of residence of the Crous network.

Use of this application requires acceptance of the General Conditions of Use (GCU) presented here. Users who accept these conditions imply that they have read them.

Article 2 Identification

Users of the application must have an account on MesServicesEtudiant.gouv.fr (MSE).

Users who already have an account can log in by choosing "Login" on the top banner.

Users who do not have an account can create one by selecting 'Register' on the top banner.

In both cases, the personal details of the MSE account are transferred to TuL, as they are required for the proper processing of the request.

Article 3 Access

The TuL application can be accessed:

- By entering the address <https://trouverunlogement.lescrous.fr> in a browser.
- Or by entering the address <https://www.messervices.etudiant.gouv.fr/> in a browser and then selecting "En résidence Crous" under the heading "VOUS LOGER".

Article 4 Offer

The accommodation on offer is presented by each Crous and varies throughout the year. The presence of an accommodation in the offer at one time of the year does not imply that it is available at all times.

Users who request accommodation that is visible in the offer are not guaranteed that it will still be available at the time their request is processed and are therefore not guaranteed to obtain the accommodation they want.

Article 5 Main allocation phase

The main allocation phase is the housing allocation process that takes place from May to July and allows housing to be allocated for the start of the following academic year.

The main allocation phase is open to all students who have already completed their Student Social File (DSE). It is normal for there to be a delay in the transfer of information about the correct submission of the DSE, and students may not be able to submit their wishes immediately after submitting their DSE.

Only students with a validated DSE will have their accommodation application considered.

The main phase consists of several allocation cycles. The dates change from year to year and are indicated on the <https://www.etudiant.gouv.fr/> website.

The stock of accommodation put into play is that remaining after the priority processing of renewal applications (users who have stayed all year and wish to stay for the following academic year) and readmission applications (users who have left during the year or whose residence closes during the summer and wish to return for the following academic year). The stock is released gradually over the various allocation cycles. Accommodation corresponding to offers that are not confirmed within the allotted time is also put back into play during subsequent cycles. This means that a request may not be met at the end of an allocation cycle due to a lack of stock, particularly in the sectors where the most popular homes are located but may be accepted in the following cycle because the stock has increased again.

In each allocation cycle, students may submit up to four (4) housing requests, which may be spread across the whole of France. However, if the student already has confirmed housing offers from previous cycles, this number of requests is reduced by the same amount. So, if the student has confirmed two offers, they will only be able to make two more wishes in subsequent cycles.

Once they have submitted their wishes, students must validate their participation in the national allocation round by validating their wish list. This list can be modified for each cycle of the main allocation phase but must be explicitly validated for the modifications to be taken into account. At the time of the automated allocation, it is the last status of the wishes as validated that is taken into account.

Crous accommodation is divided into "sectors", corresponding to the towns in which the residences are located or to restricted geographical areas. Students can only receive one offer of accommodation per sector. This means that if a student has already had an offer validated for a sector, they can change their remaining wishes for other sectors. This means that more students are likely to receive at least one offer.

During the allocation cycles, students can be offered, and can confirm, up to 4 housing offers. These offers may be maintained until the student is certain of his/her assignment in higher education for the start of the academic year, after which he/she may request the cancellation of reservations that have become irrelevant.

Each wish is given a social index (the calculation is similar to that for the allocation of a grant), if the DSE is valid once it has been processed by the Crous services.

During the automated allocation process, students' wishes are ranked according to their decreasing social index, until the stock of accommodation put into play during this cycle is exhausted.

During the final cycle, if no accommodation can be offered to the student based on their wishes, compatible accommodation will be sought according to the method chosen by the student (see below), with the median rent no more than 10% higher than that chosen by the student. If accommodation corresponding to these criteria remains available, a "last chance" offer will be made to the student instead of the accommodation requested.

When submitting their wishes, students must choose between two options:

- Either they agree to be offered accommodation 'of the same type' as that requested (e.g. a room with a shower room or a T1), i.e. with the same number of beds but which may be in another residence;

- Or they accept accommodation "in the same residence", but which may be of a different type to that chosen (larger or smaller). In the latter case, this could be shared accommodation rather than individual accommodation. Students must indicate in their choice whether they accept shared accommodation.

Once the automated allocation process has been completed, the student receives the result by email. If they receive at least one offer, they will also receive a text message (which is why it is essential to enter their mobile phone number on their MesServices.etudiant.gouv profile).

Students must confirm the proposals made to them within the given timeframe:

- Either by logging on to their account at <https://www.messervices.etudiant.gouv.fr/> in the CitéU section, choosing the Crous that sent the offer and then "Accommodation offer 20XX-20XX".
- Or by following the link provided in the e-mail and text message.

After this deadline, if the offer has not been confirmed, it expires and can no longer be confirmed. The accommodation offered will then be put back into play for the next cycle.

If the student makes a wish for accommodation and the Crous subsequently withdraws this accommodation from the offer - for whatever reason - the student is informed by email so that he/she can rectify his/her wishes.

If accommodation is not allocated at the end of the main phase, the student can apply for accommodation during the complementary allocation phase.

Article 6 Complementary phase

The housing allocation process starting in mid-July is known as the Complementary Allocation Phase. This process is not covered by these GCU.