



# Admission decision setting the terms and conditions of tenancy of accommodation in a university residence

DIRECTORATE GENERAL OF THE ... CENTRE RÉGIONAL DES ŒUVRES UNIVERSITAIRES ET SCOLAIRES (CROUS, REGIONAL CENTER IN CHARGE OF STUDENT BURSARIES AND ACCOMMODATION)

Having regard to Decree no. 2015-1437 of November 5, 2015, setting the list of supporting documents that may be requested from the applicant concerning the rental and the guarantor;

Having regard to the French Education Code in particular Articles L.822-1, R.822-2, R.822-30, R.822-31;

Having regard to the French Tax Code, in particular Article 1407;

Having regard to the Crous Circular no. 20240221-1 "conditions for rental management for 2023- 2024 admissions" ("modalités de gestion locative pour la campagne d'admission 2023-2024");

Having regard to the rules regarding Crous student accommodation and the use of car parks approved by the Board of Directors on ...

#### HEREBY DECIDES THE FOLLOWING.

#### Temporary and revocable accommodation

The Crous Directorate General admits ... (hereinafter, the tenant or tenants) to the accommodation described in the financial annex.

#### Nature of the right to tenancy

The right to accommodation granted to the tenant is temporary and revocable. This right is strictly personal and nontransferable. Subletting or housing a third-party, including a child (except in appropriate accommodation) – even without charge, or exchanging or loaning the accommodation are all strictly prohibited.

Given its nature and purpose, the right to tenancy may not give rise to a company address, or to any other legal entity in the student accommodation, or in the residence.

#### **Tenancy period**

The effective admission date is that on which the student may occupy the accommodation, and the date on which they must pay the rental fee corresponding to the accommodation allocated.

For all students admitted before September 1 (start of academic year), the effective date is September 1st at the latest.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Except for the Réunion Crous, which **sets the date locally** because of the earlier start of the academic year in this Academy.



For all students admitted after September 1st, the effective date is the date mentioned in the admission decision.

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

For health reasons, in the public interest or because of organizational issues, the Crous may need to temporarily rehouse a student in the same conditions of comfort and rental fees.

#### **Administrative conditions**

All tenants admitted to a university residence must comply with the provisions of the internal rules annexed to the present decision, produce documents and carry out the following procedures.

#### Article 1.1 Proof of eligibility

The tenant must provide all supporting documents attesting to their status, as regards Article R.822-2 or R.822-30 of the French Education Code:

- Identity document<sup>2</sup>
- University attendance certificate or student card attesting to enrollment in the current academic year and where applicable, internship agreement or enrollment certificate;
- For students from outside the European Union: valid visa or residence permit or acknowledgement of the request for renewal demonstrating that it was submitted within the regulatory deadline.

The tenant must also provide:

- A joint and several guarantee certificate from a legal entity (preferably certified by Visa, or by any other rental guarantee organization) or from a natural person providing the documents indicated in the guarantee certificate;
- Certificate of comprehensive home insurance, including personal liability;
- The present unilateral admission decision, dated and signed electronically, when the rental file was created;
- A recent identity photograph will also be requested when the rental file is being created or when entering the residence.

It is specified that keys or other means of access will only be handed over when all duly completed and signed documents have been provided before arrival.

#### Article 1.2 Advance payment on rental fee

If the tenant has already paid an advance on the rental fee (€100) to confirm conditional allocation of accommodation, this advance will be deducted from the first monthly rental fee. In the event of withdrawal before the effective date, and on request of the interested party, the advance payment is refundable within one month of receiving this request provided that the bank details in SEPA format have been entered in the CitéU digital platform within that period.

<sup>2</sup> Acceptable identity documents: identity card, passport, driving license, residence permit, etc.



#### Article 1.3 Deposit

The tenant must pay the deposit in accordance with the procedures indicated, and in any event before entering the accommodation. The student must pay the deposit online.

The deposit is cashed and will not accrue interest during the period of right to tenancy. The deposit may not be used to settle the last monthly rental fee.

The student will be reimbursed their deposit via bank transfer after their departure:

- Within one month minus any outstanding debt, if the outgoing inventory complies with the incoming inventory, provided that the bank details in SEPA format have been entered in the CitéU digital platform within that period;
- Within two months; minus any outstanding debt, or debt not covered by the joint and several guarantee, or charges deriving from potential damage or negligence on the part of the student, or cleaning charges and overhaul of the premises described in the outgoing inventory.

In the event of tenancy renewal or readmission, the deposit is kept for the next accommodation allocation. It will not be reassessed.

#### Article 1.4 Commitment to joint and several guarantee

The tenant can only enter the premises once they have supplied a commitment to joint and several guarantee in compliance with Article 4.1 (legal entity or natural person).

The commitment to joint and several guarantee covers the current academic year, regardless of the date when the right to tenancy ends. It must be renewed in the event of admission or renewal.

#### Article 1.5 Insurance

The insurance certificate must have comprehensive home cover, which must include personal liability in the name of the tenant and for the accommodation address mentioned in the present decision. Should the insurance not cover the entire period of tenancy granted and noted in the present admission decision, it must without fail be renewed at term and the new certificate must be sent to the residence.

Insurance must be renewed in the event of readmission or renewal.

#### Financial tenancy conditions

The tenant must pay the rental fee on due date, that is, on the first day of the month following occupancy, in compliance with the arrangements described in the financial annex to the present decision.

The first monthly rental fee, minus a 100 euro deposit, is due when the keys are handed over.

#### Inventory

#### Article 1.6 Incoming tenant

At the latest when keys or other means of access are handed over, an inventory agreed by both parties, countersigned by a Crous agent and by the tenant or their appointed representative, is drawn up and added to their file.

It describes the state of the premises and equipment.



Hidden problems and operational problems, which could not have been detected when the inventory was being drawn up, must be notified by the tenant within ten (10) calendar days after the latter moving into the accommodation.

Problems linked to the heating may be notified within ten (10) days following the switching on of the buildings heating system.

#### Article 1.7 Outgoing tenant

The tenant commits to leaving the premises clean. Failing that, the tenant will be charged for cleaning costs

When the tenant leaves, an inventory is drawn up in the presence of the Crous agent and the tenant, or where applicable, their duly appointed representative.

At the conclusion of the outgoing inventory, the tenant returns the means of access. Failing that, the tenant is deemed to be occupying their accommodation and must pay the rental fees. In case of loss, the tenant will be charged for the replacement of the means of access.

Any damage that does not constitute normal wear and tear will be charged to the tenant, in line with the fees set by the Crous Board of Directors, and sent at the latest when the keys are returned. Damage which is not listed in the fee list set by the Crous Board of Directors will give rise to an invoice on the basis of the quotes ordered by the Crous.

#### Conditions of early termination tenancy

#### Article 1.8 At the initiative of the tenant

The tenant commits to informing the residence of their departure one month in advance, from date to date, via the CitéU digital rental platform. The tenant receives an electronic acknowledgement receipt. Failing to provide notice within the deadline and in the conditions mentioned above, the date when the keys are returned constitutes the start of a notice period of one month which will be invoiced in full.

#### Article 1.9 At the initiative of the Crous

The Crous can decide to end the right of tenancy by way of a repeal decision signed by the Director General in the following cases:

- If the student has not submitted their countersigned and completed rental file before the effective date, the student loses the right to tendency. In this case, the repeal decision leads to canceling the admission on the effective date and informing the student, they have lost their right to tenancy. In this case the advance payment and the rental fee cannot be reimbursed.
- If the student has a rental file which does not comprise any of the mandatory documents within 7 calendar days from the date of accommodation allocation, provided that the latter date occurs before August 15, then the student loses their right to tenancy. At the end of this period, the repeal decision leads to canceling the admission on the effective date and informing the student they have lost their right to tenancy. In this case, the advance payment on the rental fee can be reimbursed.
- If the student with an up-to-date rental file is not present on the day that the keys are made available and that they have not obtained authorization from the Crous for a late arrival, the student loses their right to occupy their accommodation within 7 calendar days from the effective date. At the end of this period, the repeal decision leads to canceling the admission on the effective date and informing the student they have lost their right to tenancy. In this case, the advance payment on the rental fee cannot be reimbursed.



• If the student has indicated a late arrival but they have not arrived on this date, including any potential delays, or within 30 days following the effective date, a repeal decision leads to canceling the admission on the effective date and informing the student they have lost their right to tenancy. In this case, the advance payment on the rental fee cannot be reimbursed.

When the keys are handed over, any student who does not have a disability and is allocated to accommodation suitable for a person with reduced mobility will be informed of the fact that they may be requested to move during the academic year if a disabled student requires the said accommodation. The Crous will then provide rehousing for the student concerned.

Should the obligations incumbent on the occupying tenant not be complied with, the Crous can terminate the present decision early and repeal the decision, as a statement of fact or penalty towards the tenant.

#### Internal rules

The sole fact of the tenant's admission together with the granting of tenancy means that the tenant is held to comply with the conditions and rules of accommodation set out in the internal rules annexed to the present decision.

#### Remedies and appeal

A dispute resulting from the application of the present decision is subject to *ex gratia* remedy with the Crous General Directorate within two months of signing the present decision. Where applicable, any subsequent dispute falls in the remit of the French local administrative court.

The Crous Director General

First name NAME

Date

I (the tenant), the undersigned, declare having taken a note of the present decision and its annexes, and undertake to comply with the provisions set out in the internal rules of the residences and carparks.

#### Tenant's signature

Personal data is collected as part of the management of rentals, the purpose of which is to constitute a rental file for the allocation of accommodation. Data is kept for the entire duration of the active rental agreement until the end of applicable regulatory periods.

For any question on data processing, the data protection officer may be contacted at the address featuring on the Crous website in the "Contacts" section.



### Financial annex to the admission decision

#### **FINANCIAL TERMS**

The accommodation allocated to (the tenant) has the following characteristics:

- Type:
- Residence (name and address):
- Surface area: maximum, minimum
- Rental fee broken down as follows: total monthly rental fee
  - o Rental fee per se: ... euros
  - o Flat fee (utilities): ... euros
  - o Equipment fee: ... euros

Deposit: ... euros

The rental fee is projected. The fee is subject to change following a decision from the Crous Board of Directors.

Calculations of housing grants from the CAF (French benefits agency) only concern the rental charge per se (without the flat fee or equipment fee).

Any damage is invoiced to the tenant in line with the charges voted by the course board of directors.

#### ADVANCE PAYMENT ON THE RENTAL FEE, CONFIRMING THE BOOKING

The advance payment on the rental fee in Article 4.2 of the admission decision is deducted from the rental fee due for the first month.

In the event of withdrawal, this advance is refundable before the effective date mentioned in the admission decision on request of the interested party. The tenant must inform the residence of any withdrawal before the effective date (that is before "\$DateDebutResa") in accordance with the procedure indicated on the withdrawal form.

After the effective date, no reimbursement can be made, exceptional circumstances aside, and provided at the tenant expressly request it in particular when the request is linked to admission to a higher education institution (PARCOURSUP) which will be examined by the Crous Directorate General.

When requesting reimbursement, the student must provide their bank details, displaying an IBAN and a BIC (French bank codes) on both sides of the bank details if needed.

In addition,

- If the student has not submitted their countersigned and completed rental file before the effective
  date, the student loses the right to tendency. In this case, the repeal decision leads to canceling
  the admission on the effective date and informing the student, they have lost their right to
  tenancy. In this case the advance payment and the rental fee cannot be reimbursed.
- If the student has a rental file which does not comprise any of the mandatory documents within 7 calendar days from the date of accommodation allocation, provided that the late to date occurs before August 15, then the student loses their right to tenancy. At the end of this period, the repeal decision leads to canceling the admission on the effective date and informing the student they have lost their right to tenancy. In this case the advance payment on the rental fee can be reimbursed.
- If the student with an up-to-date rental file is not present on the day that the keys are made available and that they have not obtained authorization from the Crous for late arrival, the student loses their right to occupy their accommodation within 7 calendar days from the effective date. At the end of this period, the repeal decision leads to canceling the admission on the effective date and informing the student they have lost their right to tenancy. In this case, the advance payment on the rental fee cannot be reimbursed.
- If the student has indicated a late arrival but they have not arrived on this date, including any potential delays or within 30 days following the effective date, a repeal decision leads to canceling the admission on the effective date and informing the student they had lost their right to tenancy. In this case, the advance payment on the rental fee cannot be reimbursed.



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## Fixed-term guarantee document

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

#### I, the undersigned (guarantor)

(NAME and first names)

Birthdate: \*\*
Birthplace: \*\*
Occupation: \*\*
Full address: \*\*
Email: \*\*
Telephone \*\*

Hereby declare that I stand as guarantor for the joint and several fixed-term guarantee of all the sums that the beneficiary may owe to the \*\* Crous located at \*\*, without the right to demanding prior legal proceedings against the tenant, which results from the unilateral admission decision setting out the tenancy terms and conditions of accommodation in a university residence

#### The tenant

(NAME and first names)
For accommodation at the following address: \*\*
Postcode \*\* City \*\*
Residence:
My commitment is valid for a fixed-term
From: \*\*

From: \*\* To: \*\*

Up to twelve (12) monthly rental 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 the terms and conditions of accommodation in a university residence, its clauses and conditions and in particular, the amount of the rental fee.

In addition, I acknowledge that I am aware of the tenant's financial situation. The present guarantee document, to the benefit of the Crous, covers the payment of all that the tenant may owe to the Crous and in particular: rental, utility charges and accessories, interest, indemnities, compensation due to penalty clauses, compensation due to tenancy, expenses and costs of proceedings, as well as tenancy damage and repairs charged to the tenant.

By standing as a guarantor for (name and first name of tenant), I commit to reimburse from my own income and personal property the monies and expenses covering the payment of principal and interest and where applicable, late payment penalties or interest, in the event of the tenant failing to meet these payments. I confirm that I am fully aware of the nature and scope of my commitment.

The present guarantee being joint and several, the guarantor expressly declares they waive benefits of discussion and division in accordance with Article 2298 of the French Civil Code.

Lastly, I also acknowledge that I have read the penultimate paragraph of Article 22-1 of the Law of July 6, 1989, drafted as follows: "When a guarantee for obligations resulting from a rental agreement, drawn up in compliance with the present document does not comprise an indication of duration or when the duration of the guarantee is open-ended, the guarantor can cancel it unilaterally. Cancellation occurs at the end of the rental agreement, whether the agreement is an initial agreement

Cancellation occurs at the end of the rental agreement, whether the agreement is an initial agreement or an automatically renewed agreement or a renewed agreement during which the tenant receives

notification of the cancellation." In the case of the Crous establishments, the agreement is replaced by the admission decision. The commitment to stand guarantor for the joint and several guarantee must be renewed in the case of readmission or renewal on the basis of the new and revised rental fee approved by the Crous Board of Directors.

#### "Approved for joint and several guarantee"

\*\*, on \*\*

First Name and Name, Signature

Signature of the Crous representative

The following documents must be produced:

- A. For guarantors who are natural persons, current proof of identity, comprising the photograph and signature of the holder from among the following:
  - a. Foreign or French identity card;
  - b. Foreign or French passport;
  - c. Foreign or French driving license;
- B. For guarantors who are legal entities, the following two supporting documents:
  - a. A company registration certificate (Kbis in France) of less than three months, company statutes or any other supporting documents attesting to the existence of the entity showing the name of the director and the address of the entity, as well as proof that company registration has occurred in a government agency, jurisdiction or professional body.
  - b. Identity document of the company representative featuring on the registration certificate of incorporation or statutes.
- C. One proof of address from the following:
  - a. Latest rental charge.
  - b. Water, gas or electricity bill of less than three months
  - c. Insurance certificate of less than three months.
  - d. Property tax notice, or failing that, property deed of the main residence.
- D. One or several documents attesting to occupation from the following, translated into French:
  - a. A work contract or internship contract, or failing that a certificate from the employer indicating the position and compensation offered, the date of entry in the company envisaged and where applicable the duration of the probation period.
  - b. A company registration certificate of less than three months for a commercial enterprise.
  - c. A trade registration certificate (D1 in France) of less than three months for a tradesperson.
  - d. A copy of the INSEE (National Institute of Statistics and Economic Studies) identification certificate comprising identification numbers for an independent worker.
  - e. The copy of a professional card for a liberal profession.
  - f. Any recent document attesting to occupation for other professionals.
- E. One or several documents providing proof of income from the following, translated into French:
  - a. Latest tax notice or tax exemption notice, and in the case where all or some of the income has not been taxed in France but in another country or territory, or the equivalent latest tax notice or notices established by the tax authorities of the said country or territory.
  - b. Real estate property deeds or latest property tax notice.
  - c. The three latest salary slips.
  - d. The two latest balance sheets or failing that, an income certificate for the current year issued by an accountant for non-salaried professions.
  - e. Proof of payment for compensation, pensions, social and family benefits and grants received within the past three months or proof of entitlement to such rights established by the funding organization.
  - f. Proof of real estate income, life annuity or investment income





## Internal rules of university residences

#### **PREAMBLE**

The present internal rules apply to any tenant, irrespective of their legal status. Specific conditions may be annexed to the internal rules, if required.

The present internal rules are annexed to the admission decision, which sets out the occupation terms and conditions of a university residence accommodation, forming part of the admission decision.

#### Article 1 Need for a decision

A tenant may not occupy accommodation in a university residence, unless the Crous Director General has agreed to admission, renewal or readmission. In addition, the right to tenancy is temporary and revocable.

#### Article 2 Tenancy without right or title

A tenant who does not hold an express admission decision or renewal, or who loses their right to tenancy midway through the year, becomes a tenant without right or title. Sustained illegal tenancy in the premises leads to eviction proceedings without prejudice to the recovery of rental any charges owed. Any tenant without right or title must pay a tenancy indemnity, the amount of which is set by the Crous Board of Directors, without prejudice to the eviction proceedings which can be brought against the tenant.

#### Article 3 Peaceful and fit-for-purpose tenancy

Tenants must ensure that no breach of the peace occurs. Residents are required to avoid noisy activities during the day, particularly after 10.00 pm, and to be mindful of the work of other residents and that of Crous staff allocated to the residence or living in it, as well as any person or contractor working in the residence.

The consumption of illicit substances is prohibited. The consumption of alcohol and illicit substances is prohibited in communal areas.

#### Article 4 Right to visit

Resident are free to receive visitors. The right to visit does not entail a right to accommodation. The resident is responsible for visitors to whom they have authorized access and for any incidents which

may have occurred in their accommodation and in the residence's communal areas. The right to an authorized visit occurs in the presence of the holder of the accommodation.

#### Article 5 Subletting or accommodating a third party

Subletting, in whatever form and whether it is free of charge or entails a charge, is strictly prohibited.

The right to tenancy is strictly personal and non-transferable and prohibits subletting, which represents an offence potentially giving rise to penalties. Should the Crous note infringements that reveal a situation where a third party benefits from a sublet or accommodation, the resident may be summoned to an interview.

The interview, during which the student will be able to give their comments will potentially rebut or confirm any suspicious activity. Should there be proof of a third party benefiting from subletting and accommodation, a decision to sanction will be made leading to immediate expulsion.

The size of the accommodation is intended for the number of occupiers indicated in the admission decision. Thus, any student welcoming a child midway through the academic year and residing in accommodation lacking suitable conditions for a child will be guided by the Crous team so that the student can benefit from suitable accommodation in this new situation, either in Crous housing (depending on availability) or private housing.

#### Article 6 Following safety rules

In no way must the resident jeopardize the safety of other residents and staff, in particular by blocking access to safety devices and equipment and incurring subsequent damage. Switching off or obstructing smoke detectors and alarms installed in the accommodation is prohibited.

For safety reasons, apart from the equipment provided by the Crous, the resident undertakes not to use gas appliances, heaters, hotplates and ovens (except for microwave ovens) in the accommodation and communal areas. The resident also undertakes not to keep objects or devices liable to jeopardize the safety of goods and persons.

In addition, the practice of daisy chaining multiple electrical sockets and using too many electrical devices is prohibited. The storage of hazardous and flammable products is strictly prohibited.

Mechanical ventilation must not be obstructed. Storing any personal equipment or objects (crate, trunk, bicycle, etc.) in communal areas is forbidden.

Hanging objects or placing them on windowsills, corridors, stairwells and communal areas is forbidden. No lock other than the existing one may be installed by the resident. The resident is responsible for the loss of means of access which they must never entrust to another person. In the event of loss, they must inform the residence of it and pay the replacement fee. A change of lock will be carried out by the Crous if necessary.

The Crous is in no way liable for any thefts the resident may have been subjected to in their accommodation or in the perimeter of the university residence. The resident is liable for any damage they may have incurred at their own expense.

Any malfunction, damage or incident must be notified to the university residence management. The resident is forbidden to interfere with the water, electricity, gas, Internet connection or heating supply.

#### Article 7 Complying with hygiene and cleaning rules

The Crous undertakes the cleaning of communal areas. Nonetheless, the resident must contribute to keeping the premises clean by behaving appropriately, especially in communal areas.

The resident is responsible for the hygiene and cleanliness of their accommodation and ensures that it is cleaned frequently.

Should the resident find pests (bedbugs, cockroaches, etc.) they must notify the residence manager of it without delay. The fees (cost of disinfection and contractor fees) are paid by the Crous, but they may be invoiced to the resident if the latter had not notified the infestation or complied with the disinfection protocol.

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 notified to the university residence management.

The Crous reserves the right to visit accommodation units to check their state, provided that students are alerted to the visit, with at least two days' notice. This notice period may be reduced in the event of *force majeure*.

#### Article 8 Preserving the fabric of the accommodation

The resident must not alter the layout of the accommodation. Unless otherwise agreed in writing by the residence manager, furniture contained in the housing unit can neither be changed nor removed. The furniture remains the property of the Crous. Should these rules not be complied with, the Crous may require the resident to either return the premises to their initial state, or have someone else undertake this task, at the resident's own expense.

#### Article 9 Complying with health rules

In the specific environment of a community housed in a university residence, which comprises many areas of shared living, any suspected contagious disease, accident or severe illness must be declared to the university residence manager or on-call agent as soon as possible. Residents must undergo the medical checks in force.

In the case of a serious or contagious disease requiring special care or recourse to a specialized medical unit, returning to the university residence is subject to a medical certificate being produced, showing that there is no contraindication to community living. Should this be impossible, the Crous can support the student in finding appropriate accommodation, taking into account their medical needs.

In the event of a health crisis, the resident will must follow all the residence's health rules, to prevent any risk of contagion.

#### Article 10 Right to enter the accommodation

The resident may not prevent entry to the accommodation if required for reasons of hygiene, safety of persons and goods, cleanliness of premises or the application of the present internal rules.

Emergency aside (for example, in the case of injury to persons or damage to goods), the resident will receive prior written information of the visit.

A visit may be carried out in the absence of the resident in the case of a request for work to be carried out at the initiative of the resident.

#### Article 11 Residents' rights

Any resident admitted to a university residence has the right to the freedom of expression, assembly and association and to provide information on culture, politics, trade unionism and religion. These freedoms are exercised while being mindful of the individual freedoms of other residents and the principles of humanism and neutrality.

Any event of a proselytizing nature is forbidden.

#### Article 12 Following the rules of community and citizenship

Residents exercising their individual freedoms must reconcile the following principles:

- Being mindful of the staff of the university residence and the Crous central teams;
- Being mindful of premises and equipment;
- Being mindful of other residents, especially of their peace.

In addition, in compliance with article L141-6 of the French Education Code and article 6B of Law no.83-634 of July 13, 1983, concerning respect for others and for all staff members: "The residence is a living community, in which each person must show tolerance and a respectful attitude to the personality of others and their beliefs. Having recourse to physical and sexual violence, to verbal aggression and to any form of harassment, including via Internet, to intimidation or discrimination or to any speech or behaviour that is racist, anti-Semitic, xenophobic, sexist and homophobic, or reduces a person to their physical appearance or disability is unacceptable, given the right of each person to live in a safe and tolerant environment."

Finally, residents comply with values of citizenship, care for the environment and sustainable development, which are championed by the Crous as a responsible organization. Following these rules involves the obligation to prevent any malfunction liable to waste water or electricity in both communal and individual areas of the residences. The principle of good water and energy management applies to all residents. The sorting of personal waste and proper use of containers and waste collection organized by government agencies also constitutes an obligation for residents.

#### Article 13 Associations and collective activities

No company can establish their registered office in a university residence. No association can establish their registered office in a university residence without having obtained authorization in writing from the Crous Director General. Any association wishing to establish their registered office in the residence must declare their membership, aims, methods envisaged as well as the name of its officers to the Director General of the Crous. This declaration does not dispense with the need to carry out formalities set by law.

Dedicated display boards are available for residents in university residences. All prior information is sent to the residence in writing. No posters may be authorized outside the dedicated areas. Any communication displayed in the said areas must always be translated into French. Authorization from the university residence manager must be requested at least eight days in advance for any collective activity of any nature whatsoever organized by the residents or by an association.

#### Article 14 Smoking

In compliance with the provisions of Decree no. 2006-1386 of November 15, 2006, which sets the conditions for banning smoking in designated collective premises, that is, in premises open to the public that are enclosed and covered or that constitute work areas, it is forbidden to smoke in communal hallways, corridors, premises and areas.

The same prohibitions apply to the so-called practice of "vaping" (Decree no. 2017-633 of April 25, 2017)

#### Article 15 Videoprotection

Communal premises, hallways and access to residences may be placed under videoprotection. Tenants are informed of it when they are admitted, and may exercise their right to access their personal data with the residence manager under the conditions set out in the General Data protection Regulation (GDPR).

#### Article 16 Internet access

The residence can be connected via a service provider. The resident benefits from Internet access in their accommodation. Activating the service requires acceptance of the general conditions of use. Under no circumstances may the existing technical installations of the residence's service provider be interfered with or altered.

#### Article 17 Consequences of not complying with internal rules

Any infringement to the present internal rules is liable to lead to the following increasing penalties, taking into account the severity of the infringement and/or its repetition:

- Written warning from the residence manager
- Written warning from the Crous Directorate General
- Automatic move to another residence
- Refusal by the Director General to renew admission in a residence
- Expulsion following a specific warning from the Directorate General to no effect
- Expulsion without prior warning from the Crous

A serious infringement to community living or harm to staff or to any other person can lead to expulsion without prior warning from the Crous.

#### Article 18 Following the adversarial principle

The penalties issued in compliance with Article 17 are written down and substantiated. In line with the adversarial principle, expulsion penalties are preceded by an interview with the Crous Director General or their representative, during which the tenant may be assisted by any advocate of their choice. Contact details of student representatives on the Board of Directors are sent to the tenant as soon as they are elected.

#### Article 19 Consequences of remaining in the premises

#### Article 19.1 In the case of non-renewal of the initial tenancy term

The tenant receives a substantiated decision of non-renewal or non-readmission concerning the following academic year. A tenant who has not carried out all the necessary procedures concerning their readmission or renewal, according to the conditions set out by the Crous in application of the rental management circular, or whose request for admission or renewal was refused following a substantiated decision from the Crous, may not stay in the premises after the tenancy term. If the resident remains in the premises beyond the expiry date of the initial decision, they are deemed to be without right or title. The resident is then notified to leave the premises. The resident has fifteen days to leave the premises from the date of notification. Tenancy beyond this date will be subject to compensation in accordance with the fees voted by the Crous Board of Directors.

Failing that, the Crous will apply to the competent French administrative court for an emergency hearing on an eviction request.

#### Article 19.2 In the event of an expulsion penalty during tenancy

In the case of an expulsion penalty in Article 17 of the present internal rules, a repeal decision is sent as penalty.

In the event of continuing occupancy, the resident is deemed to be without right or title. The resident is then notified to leave the premises. The resident has fifteen days to leave the premises from the date of notification. Occupancy beyond this date will be subject to compensation in accordance with the fees voted by the Crous Board of Directors.

Failing that, the Crous will apply to the competent French administrative court for an emergency hearing on an eviction request.

#### Article 19.3 Other cases

In the event of loss or lack of proof of entitlement, or frequent non-payment of the rental fee or lack of documents mentioned in Article 4.1 of the admission decision, a repeal decision is sent.

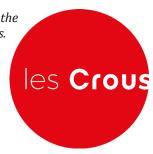
In the event of continuing occupancy, the resident is deemed to be without right or title. The resident is then notified to leave the premises. The resident has fifteen days to leave the premises from the date of notification. Tenancy beyond this date will be subject to compensation in accordance with the fees voted by the Crous Board of Directors.

Failing that, the Crous will apply to the administrative court judge in the remit of the territorial jurisdiction for an emergency hearing on an eviction request.

The present internal rules take effect as from September 1, 2024.



Fraternité



### INTERNAL RULES FOR CAR PARK USERS

#### Article 1 Definition

In the present internal rules, the term "User" indicates the driver of any vehicle authorized by the Crous to park in the car park or to drive in the latter for parking purposes.

#### Article 2 Car park conditions of use

Leaving a vehicle in the car park implies that the User fully accepts the present internal rules, a copy of which will be prominently displayed at the entrance.

#### Article 3 Right of access

Access to the car park is reserved for Users and authorized persons. Access to accommodation premises is forbidden to non-resident Users of the car park. A copy of the registration vehicle certificate must be provided.

#### Article 4 Restrictions of use

The User is strictly forbidden to wash or clean their vehicle in the car park, to carry out any form of work on it, to carry out any sales operation or any other activity without any direct or indirect link with parking a vehicle such as sleeping, eating or drinking alcohol.

The use of machines or materials liable to damage or wear away the floors and car park equipment is strictly forbidden. Any damage caused by such machines and materials will be charged to the User.

#### Article 5 Car park opening hours

The User has access to the car park during opening hours, unless otherwise stated in the agreement between the subscription User and the manager. The car park is open twenty-four hours a day, seven days a week. Any modification will be communicated to the User.

No vehicle may remain continuously in the car park for more than 30 consecutive days without prior agreement in writing from the manager. The manager may have the vehicle infringing this rule removed at the User's own expense and risk. Access is forbidden to a vehicle which cannot be parked in a normal

parking spot (5 meters by 2.5 meters) because of its dimensions. Access to the car park is strictly forbidden to a vehicle towing a trailer.

#### Article 6 Payment terms

Use of the car park is subject to the payment of parking fee, the amount of which is set by the Crous Board of Directors, paid monthly. A badge provides access to the car park. The User must keep the badge for the duration of the subscription with the residence car park. The User must pay a deposit which will be reimbursed to them when the badge is handed back, except in the case of damage. If the badge is lost, the User must pay a flat fee, the amount of which is set by the Crous Board of Directors.

#### Article 7 Exemption from liability

The parking fee represents the right to park the vehicle. It does not imply the right to security services for the vehicle. Under no circumstances can the Crous be held responsible for any damage, theft, fire, and so on, which may occur with the vehicle or its contents. It is strongly advised to lock the vehicle and leave no visible object in it.

#### Article 8 Liability

The owners of vehicles are held responsible for bodily accidents as well as material damage they may cause inside the car park regarding cars, installations and buildings. Any damage to the parking equipment, duly noted, will give rise to legal proceedings. In the case of accident, this must be declared immediately to the residence management.

#### Article 9 Traffic inside the car parks

In the car park's traffic lanes, Users are held to following the rules of the road, existing signals, instructions indicated on signposts or directly from residence staff and specific provisions in the present internal rules. Disregarding these provisions will lead to the cancellation of the subscription with the residence.

The vehicles' speed is limited to 15 kmph in the car parks. Overtaking and parking on traffic lanes is forbidden.

Car parking must be carried in such a way that the vehicle does not encroach on the traffic lane, or on the neighbouring parking spot.

#### Article 10 Parking

In the event of illegal parking, thus hampering normal use conditions or presenting any hazard in the car parks, the Crous reserves the right to call on the relevant authorities to have the vehicle removed entirely at their owner's own expense and risk. In the event of accident or involuntary immobilization of a vehicle, the User will immediately take the necessary measures to park the vehicle in such way that it does not hamper normal traffic in the car park in any way.

#### Article 11 Specific case of a non-resident car park User

If the car park User is not a tenant of the residence where the car park is located, the latter must not enter the residence's various floors or disturb residents under any circumstances. The User must only use the communal areas to enter or leave the car park

## Financial annex of the internal rules for car park users

#### **FINANCIAL TERMS**

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

- Residence (name and address):
- Parking spot number:
- Parking fee:

Damage is charged to the beneficiary in accordance with the fees voted by the Crous Board of Directors.





# General booking and sales conditions for stays of less than one month

#### Article 1 Booking and payment terms

#### 1.1 Booking

A specific contract for each type of accommodation will be drawn up between the Crous and the beneficiary of the accommodation, the "Beneficiary".

Fees are fixed and include: Internet connection, sheets and a hygiene kit: 3 coat hangers, 1 guest towel, 1 bath towel, 1 floor mat and toilet paper A cleaning flat fee may be applied at the end of the stay.

#### 1.2 Payment terms

The payment of the sums due must be carried out in their entirety by the Beneficiary at the latest when the keys have been provided.

No deposit is required for these accommodation units, but should any damage be noted after the departure of the occupier of the accommodation, in the rooms, the Crous will send the Beneficiary a detailed invoice of the amount to be paid to cover the damage, which the latter commits to pay as soon as possible.

#### 1.3 Inventory

The Crous undertakes to provide clean premises in a good state of repair.

The Beneficiary is asked to read the state of the accommodation provided and to notify the residence of any observations of items that do not comply with the terms set out in the contract, within two days after their arrival. In the absence of any express reservations formulated by the Beneficiary, the latter declares the premises to be in order.

Any damage or loss during the stay and observed by the Crous after the Beneficiary's departure is attributed to the latter and is subject to being charged.

The Beneficiary must empty the housing unit of all personal effects. Bins must be emptied and placed in the residence containers. Any object left behind will be disposed of. No luggage may be kept by the residence.



#### 1.4 Stay dates

Stay dates may not be changed. Under no circumstances may the Beneficiary claim any right to maintain in the premises after their stay.

The time slots for taking possession of the rooms are as follows: [to be provided by the residence].

#### Article 2 Accommodation conditions

The internal rules annexed to the general sales conditions are given to the Beneficiary. The Beneficiary declares they have read the general sales conditions and their annex (internal rules) and undertakes to comply with the provisions in the internal rules of university residences.

#### Article 3 Insurance

The Beneficiary must have an insurance policy covering personal liability with regard to the Crous.

The Beneficiary is held responsible for their accommodation, as well as for the latter's furniture and equipment. The cost of any damage observed will be charged to the Beneficiary.

The CROUS is in no way liable for any thefts the Benefit may have been subjected to within the perimeter of the university residence.

READ and APPROVED [date and signature]