

## **PART I – GENERAL PROVISIONS**

### **Article 1**

#### **Objectives and scope**

1. These Regulations define the rules to be observed when using the Residence Hall at Lumiar Academic Campus, in Lisbon – RECALL, managed by Universitas, CRL– and is part of the contract for accommodation and integrated service concluded between the aforementioned cooperative and the resident.
2. Throughout this document, the following words and phrases will be used with the same meaning:
  - a) “RECALL Rules and Regulations” or Regulations;
  - b) “Accommodation Contract” or Contract;
  - c) “Universitas - Cooperative for Higher Education Teaching and Research, CRL” or Universitas;
  - d) “Residence Hall at Lumiar Academic Campus” or RECALL;
  - e) “Reception at Lumiar Academic Campus” or Reception;
  - f) “Lumiar Academic Campus” or Campus;
3. The Residence Hall at Lumiar Academic Campus is preferably destined to accommodate students, teachers and researchers who are enrolled or visiting Lumiar Academic Campus in the context of their academic activities.

### **Article 2**

#### **Head of Residence**

1. The Head of the Residence Hall is annually designated by Universitas, and he/she may be assisted by someone who replaces him/her during his/her absence.
2. UNIVERSITAS delegates all organisation and management tasks upon the Head of Residence, who is thus empowered to draw up decisions and circulars, to give binding instructions to residents and to call meetings.

### **Article 3**

#### **Application**

1. Using the Residence Hall at Lumiar Academic Campus depends on an individual application, which is done through the fulfilment of a specific form, within the terms and conditions established in a dispatch drawn by the Head of Residence, and is valid for one academic year (between September, 15<sup>th</sup> and July, 15<sup>th</sup>), notwithstanding the possibility of renovating one's application.
2. Accommodation facilities are annually available and the annual application deadlines are published on the website [www.recall.pt](http://www.recall.pt), as well as on a printed notice displayed at the Residence Hall.
3. When rooms are left vacant, these can be allocated by the Head of Residence outside the period established within the previous paragraph, or in other circumstances not contemplated in these Rules and Regulations.

### **Article 4**

#### **Admission Criteria**

1. Admission at the Residence depends on the verification of the following criteria:
  - a) Students attending higher education or training institutions located at Lumiar Academic Campus;
  - b) International students attending higher education or training institutions located at Lumiar Academic Campus;
  - c) Teachers, trainers or researchers who are attending or visiting higher education or training institutions

- located at Lumiar Academic Campus;
- d) Visitors (students, teachers or staff) from other teaching institutions who have established a protocol with UNIVERSITAS, CRL or with ISEC-Lisboa;
  - e) Others, as long as there are rooms available.
2. Other situations may be considered, as long as they are duly justified and drawn in a dispatch from the Head of Residence.
  3. In the case of applications submitted by former residents, their acceptance and/or permanence depends of the absence of records referring to inappropriate behaviour in previous stays.
  4. Admission and permanence of students frequenting higher education and training institutions at Lumiar Academic Campus depends on their compliance with the contract concluded with Universitas, namely on the absence of debt and on the payment of the amounts due in successive monthly instalments.

#### **Article 5**

##### **Selection and application analysis**

1. Applications for long term stays (1 year) are received each year, and the results will be published in [www.recall.pt](http://www.recall.pt)
2. When applications are received, these are analysed in accordance with the present Regulations, and candidates who do not meet the admission criteria will be excluded.
3. Accommodation is allocated to applicants according to the following selection criteria:
  - a) Internacional students of ISEC Lisboa;
  - b) Date of application;
  - c) Double application: full housing of an accommodation;
  - d) Former residents without any records of incidents (records referring to inappropriate behaviour in previous stays, unjustified payment delays or debts);
  - e) Priority is given to matriculated students at Lumiar Academic Campus;
  - f) Contract length, priority being conceded to annual contracts.

#### **Article 6**

##### **Application results**

1. Once the application process is concluded, candidates are individually informed of the result by e-mail.
2. Applicants who have been admitted have 48 hours to accept the accommodation through payment of the first monthly instalment as well as the deposit amount through cash or bank transfer, and sending the corresponding proof of payment to the e-mail address [info@recall.pt](mailto:info@recall.pt).
3. If admitted candidates fail to contact RECALL in due time or refuse the assigned accommodation, they lose their position for the accommodation, which will be allocated to candidates on the waiting list, according to the established selection order.

#### **Article 7**

##### **Renewal of registration**

1. Each year between May 15<sup>th</sup> and 31<sup>st</sup>, residents may apply to renew their contract for RECALL in the following academic year, providing that:
  - a) They have had behaviour beyond reproach in previous stays (absence of records referring to inappropriate behaviour);

- a. They have no amounts due to Universitas;
  - b. Apply for an academic year stay for the following academic year.
2. Should residents wish to extend their stay between July 16<sup>th</sup> and September 14<sup>th</sup> they have to submit their request to the Head of Residence and, if approved, pay the corresponding amounts.
  3. After the period referred in 1., the residents may apply for the renewal, but they are in equal circumstances as any other candidate.
  4. Universitas will inform the residents about the acceptance or non-acceptance of their application, notifying the residents (if approved) about the date of the contract signing and deposit payment for the new academic year. In any case, Universitas will not assure that the same room will be assigned to the student for the following academic year.

### **Article 8**

#### **Checking e Inventory**

1. When checking in at the residence, the resident and a representative of RECALL will verify the assigned room and its content (inventory), and sign the contract, a form with the complete room inventory, and the term of responsibility for the facilities and equipment that are available to the resident, which must be returned in the same conditions.
2. Should the check-in fall on a weekend or a public holiday, the documents referred in the previous point will be signed the first working day after the check-in.
3. When checking out, or in case of an authorized room change, another room and inventory verification should be carried on, signing a new contract and term of responsibility.

### **Article 9**

#### **Residence Keys and Access Cards**

1. In the check-in procedure, the access to common areas, rooms wing and accommodation will be provided to the resident, which are personal and non-transmissible.
2. The residents should always have in their possession the residence card, that must be presented upon request to any RECALL or CAMPUS employee.
3. The keys or keylock access cards are provided to the residents free of charge and should be returned in perfect conditions upon check-out (or any authorized room change).
4. In case of loss of any key or access card the Head of Residence should immediately be informed, to provide the lock replacement or the access card reprogramming, whose costs will be supported by the resident. If the lost key is from common areas, the user must also support the costs of key copies for all residence users (if the locks are non-electronic), or the programming of new key cards, in case of electronic keys).

## **PART II – RESIDENCE FACILITIES AND EQUIPMENT USAGE RULES**

### **Article 10**

#### **Users' Rights**

1. Residence users are intitled to use their room and all common shared areas (multi-purpose room exclusive to residence users, small shared kitchenette, toilets), and should behave with urbanity, observing the common

rules of civility, and respecting other users' social and religious beliefs.

2. Sharing and management of the common areas are a responsibility of the residence users, and they should organize themselves regarding its use and solve any question that emerges from the residence usage.
3. If an agreement is not possible to reach, the Head of Residence should be contacted (in this case, the decision of the Head of Residence is mandatory and should be complied by all residence users).
4. Once a week, in a day previously determined by the Head of Residence, the room cleaning, as well as the towel and bed linen change will be carried out by a RECALL employee.

#### **Article 11**

##### **Users' Duties**

1. Cleanliness and organization – The weekly cleaning will only be performed by a RECALL employee if all the conditions for the cleaning activities are met. The rooms should be properly tidied with no objects on the floor or over the beds and the common areas should be equally tidied.
2. Room and Residence locked – All residents must properly lock their accommodation (door and windows), the residence main entrance and other common shared areas at all times, ensuring that the areas allocated to the residence are properly closed and secure.
3. Security - The key must not be in the lock during the stay in the accommodation, to allow access in case of emergency and a normal access to it.

#### **Article 12**

##### **Prohibitions**

It is strictly forbidden:

1. To change the room configuration (furniture or any other equipment arrangement);
2. To lock the accommodation door, leaving the key in the lock;
3. To hold any weapons, explosives or toxic substances, flammable or dangerous to people's health or safety inside the residence or the Campus.
4. To smoke or to light naked flame materials, such as candles, incense or any other similar materials, in all areas of the Campus (residence included).
5. Animals;
6. To consume, to possess, to traffic, to encourage the consumption or otherwise promote the circulation of drugs in the Campus (residence included);
7. To present himself/herself under the influence of alcohol at all areas of the Campus (residence included);
8. To cause a false fire alarm in the Residence and in the Campus;
9. Any form of physical aggression or moral coercion, practiced inside the Campus (residence included);
10. The reiterated lack of civility towards others;
11. The operation and playing of games of chance and gambling in all areas of the Campus (residence included);
12. To receive visitors from people outside the residence (whether they are adults or children);
13. To provide the residence access card and/or keys to people outside the residence;
14. To wash, and dry clothes in the residence facilities;
15. To use ironing equipment inside the accommodation;
16. To make noise from 22h00 and 08h00 (10:00 p.m. and 8:00 a.m.);
17. To post, to paint or to hang any decorative elements on the walls or doors of the Residence, including inside the

accommodation.

18. To cook food in the kitchenet using equipment other than those provided by RECALL or inside the accommodation;
19. To access or stay in restricted areas or accommodations, other than those designated / assigned to the residence user.

### **Article 13**

#### **Users' responsibilities**

1. Residents are responsible for the proper use and conservation of all residence facilities and equipment, and are required to compensate Universitas for any damage or loss caused either in exclusive or common use areas.
2. If the person responsible for the damage or loss mentioned in the previous section is not identified, all residence users will be equally charged for the damage, by deducting in equal parts the amount of the repair in the individual deposit of each resident.
3. If the damage occurs in a shared accommodation and it is not possible to account for the person responsible, both accommodation users will be equally charged for the damage, by deducting in equal parts the amount of the repair in the individual deposit of each accommodation resident.

### **Article 14**

#### **Accommodation Usage**

1. The available areas in the residence are:
  - a. In ground floor, the multipurpose room, for the residence users' exclusive use.
  - b. The first floor right with eight double bedrooms, shared toilet, and Kitchenette.
  - c. The first floor left with four double bedrooms, and a storage room for residence materials.
  - d. The second floor with eight double bedrooms, shared toilet, and Kitchenette.
2. Accommodation is allocated without distinction of the resident's race, religion or social background.
3. Accommodation is for the exclusive use of the residents, being forbidden the transfer of the contractual position in favor of third parties, total or partially, temporary or permanent.
4. The change of accommodation may be permitted, upon the resident's written request invoking the factual reasons, which will be submitted to the Head of Residence's judgement, who will decide considering the pertinence of the request and the accommodation availability.
5. Residents must vacate their accommodation until 12.00 a.m. of the last day mentioned in the contract. With the Head of Residence's prior authorization and in case of contract renewal, the usage of a designated storage area in the residence can be provided (up to two small volumes), until 1 hour before the closing of office hours.
6. Residents are required to attend the meetings called by the Head of Residence.

### **Article 15**

#### **Anomalies on the Residence Facilities or Equipment**

Residents must immediately report any anomaly they detect in Residence facilities and equipment to the Head of Residence or to the person designated.

### **Article 16**

#### **Visits**

1. Visits to the Residents or the Residence are not allowed.
2. Occasional visits to the Residence from people outside the residence must be accompanied by the Head of Residence or the person he designates.

#### **Article 17**

##### **Residence staff task execution**

1. Residents shall not interfere with the work of the Residence staff, and any occurrence must be reported immediately to the Head of Residence.
2. Once a week, on a day to be determined by the Head of Residence, the accommodation must be cleaned, with the change of bed linen and towels.
3. Taking into consideration the nature of the service performed by the Residence staff and in cases of obvious necessity, the work of the Residence staff may be carried out outside the normal hours of the Residence, with prior notice, posted in the Residence message wall.
4. The normal hours of the Residence, that is, the hours in which the personnel carry out the cleaning, maintenance, repair or security inspection of the rooms and common areas is posted in the Residence message wall.

#### **Article 18**

##### **Noise**

1. From 8:00 a.m. to 10:00 p.m. a moderate level of noise shall be maintained by all users, allowing a good study environment and / or cohabitation.
2. Between 10:00 p.m. and 8:00 a.m., residents should refrain to make any kind of noise, in order to effectively respect all residents' right to rest.
3. Residents should adjust their behavior whenever requested to moderate the noise level on the site, thereby respecting the rights of other Campus / residence users.
4. It is strictly forbidden to play percussion instruments and to use instruments with amplified sound in all residence facilities.
5. Any exceptional situations involving noise in the Residence, such as birthdays, must be previously authorized by the Head of Residence.

#### **Article 19**

##### **Mail and packaging receiving**

1. All mail, whether internal or external, as well as parcels to be received by RECALL residents must be addressed to the Campus Reception, with the name of the resident (any mail that does not comply with these procedures shall be not accepted and shall be returned to the sender – in this case, the Campus employee will confirm the list of RECALL residents).
2. For this purpose, the residents should pick up their correspondence or parcels at the Campus Reception, and display their personal identification document (with a photograph).

### **PART III - HEALTH, SAFETY AND EMERGENCY**

#### **Article 20**

##### **First aid box**

A first-aid box is available to the residents to treat minor injuries or slight indispositions, and its use must be reported to provide the replacement of the used materials or medicines.

**Article 21**

**Safety**

1. For security reasons, the Residence is equipped with a video surveillance system, namely at the entrances to the building, in the corridors and in the kitchens, whose recordings will only be viewed by authorized personnel or authorities in accordance with the law.
2. The Residence is equipped with security signs, fire detectors and fire extinguishers in accordance with the existing legislation.
3. The permanent and emergency contacts are posted on the Residence message wall and on easily visible places in every floor.

**Article 22**

**Fire alarm**

1. The Residence is equipped with an automatic fire detection system. If the alarm is triggered, residents must follow the safety procedures on emergencies as posted in all the floors and in each room, leaving the building as soon as possible, using the nearest stairs for this purpose.
2. Residents should be diligent in preventing the fire detection system from being triggered without reason and refrain from removing or deactivating any components.

**Article 23**

**Fire and emergency drills**

Once a year, on a date to be determined by the Head of Residence, a fire and emergency drill will be carried out with the activation of the alarm and an exercise of evacuation of the building, mandatory for all residents, in order to familiarize themselves with the safety procedures in case of fire or emergency.

**Article 24**

**Recommended measures**

1. Residents are strongly advised to contract a civil liability insurance and a health insurance, which they can subscribe to in any of the insurance companies operating in the market.
2. Whenever a resident expects to be absent from the Residence for a period of more than 24 hours, he/she must give prior notice to the Head of Residence (otherwise the Police authorities will be informed).

**Article 25**

**Liability**

RECALL or Universitas are not liable, in any circumstance, for:

- a) Any damage or loss suffered in the personal property of the residents.
- b) Any actions taken by residents that constitute any type of criminal offense, including offenses against physical integrity, and will make every effort to establish liability, in cooperation with both criminal police and law enforcement authorities.

**PART IV – PAYMENTS**

## Article 26

### Payment Procedures

1. The fee for the services provided by RECALL is annually determined by Universitas, and published at the residence website ([www.recall.pt](http://www.recall.pt)) and on the residence message board.
2. All payments can be made by:
  - a) Bank transfer to Universitas bank account (IBAN PT50.0033.0000.00167001021.05; BIC/SWIFT BCOMPTPL);
  - b) ATM machine;
  - c) Cash, at Academic Services (Campus building C, Monday to Friday, from 10:00 a.m. to 7 p.m.) for amounts not exceeding 3000 € (limit determined by a Portuguese ordinance against money laundering).
3. There are two types of staying:
  - a) Long-term stays (occupation not exceeding one academic year) with two payment modalities:
    - i. Annual /Semester anticipated payment, due on the contract date, to which is added the security deposit (Article 28<sup>th</sup>).
    - ii. Monthly payments, processed as follows:
      1. The first instalment and the security deposit, upon check-in;
      2. The other monthly instalments until 8<sup>th</sup> of each month;
  - b) Short-term stays (daily/weekly regime), not exceeding 3 weeks total). In this case, the resident shall pay the total amount of the stay and the security deposit (Article 28<sup>th</sup>) upon check-in. The security deposit is returned in the final of the contract in the absence of incidents;
4. The annual regime entitles the Resident to use the Residence premises in the dates mentioned in the contract. However, it is possible to leave the residence before the check-out date. In this case:
  - a) The Head of Residence must be notified in advance;
  - b) The accommodation can be declared vacant and other users can be admitted;
  - c) There is no possibility of returning to the accommodation, if assigned to other user.
  - d) There will be no refund for any amount payed and not used;

## Article 27

### Penalties for Contractual Default

1. Residents in a monthly payment regime who fail to pay any instalment within the date limit will be charged an additional fee of 5.00 € (five Euros) per day, up to a maximum of five days.
2. Once the fifth day limit has been exceeded, Universitas may terminate the Agreement due to non-compliance, not exempting the resident from full payment of that month's instalment.
3. Universitas may also terminate the Contract for serious breach of the duties set forth in Article 11 or the performance of any acts listed in article 12 and for other acts or facts that may be considered as justifiable, due to its seriousness.
4. In such cases, the Contract is terminated by means of a written communication, by email or registered mail or delivered by hand, whenever possible.
5. The resident will have 48 hours to leave the accommodation facilities under penalty of coercive expulsion.

**Article 28**

**Deposits Guaranties**

1. All residents are required to provide a security deposit, to be paid upon acceptance of the accommodation, in accordance with Article 6 (2):
  - a. In short-term accommodation contracts, the security deposit is 125.00 € (one hundred and twenty-five Euros);
  - b. In long-term accommodation contracts the security deposit equals the amount of a month's stay.
2. The security deposit shall be fully refunded at the end of the accommodation contract, after the requirements mentioned in Article 8 have been met, and in the absence of any costs for damage and losses as defined in this Regulation.

**PART V - FAILURE TO COMPLY**

**Article 29**

**Failure to comply with the rules set forth in the Regulation and in the Contract**

1. Failure to comply with the rules set forth in this Regulation and in the Contract, depending on the seriousness of the violation, may lead to the following sanctions:
  - a. Oral warning;
  - b. Written reprimand;
  - c. Monthly installment aggravation, which can vary between € 25 and € 50;
  - d. Expulsion.
2. All penalties mentioned before are proposed by the Head of Residence and homologated by Universitas, after which they will be communicated to the resident and duly recorded on the resident personal file as an incident.

**Article 30**

**Penalties and loss of the right to use accommodation**

1. The following facts shall constitute grounds for the loss of the right to use the accommodation and consequent contract termination:
  - a. To smoke or to light naked flame materials, such as candles, incense or any other similar materials, in all areas of the Campus (Residence included);
  - b. To present himself/herself under the influence of alcohol in all the areas of the Campus (residence included);
  - c. To consume, to possess, to traffic, to incite the consumption or otherwise promote the circulation of drugs in the Campus (residence included);
  - d. To cause a false fire alarm in all the areas of the Campus (Residence included)
  - e. Any form of physical assault or moral coercion, practiced inside the Campus (Residence included);
  - f. The reiterated lack of civility towards others;
  - g. The operation and playing of games of chance and gambling in all the areas of the Campus (residence included);

- h. Failure to comply with the payment deadlines regarding the services contractually provided by RECALL;
  - i. To present false data in the application and registration process;
  - j. To allow foreigners access to the Residence without proper authorization or to provide unauthorized people with the residence access card and/or accommodation keys;
  - k. To do the laundry inside the residence;
  - l. To use ironing equipment inside the accommodation;
  - m. To interfere with the duties of the Residence staff or Universitas employees;
  - n. Repeatedly disrespect or disturb other residents;
  - o. The practice of any act that falls within the scope of criminal offense;
  - p. The practice of any act that, by its seriousness, is considered by the Head of Residence as irreparably compromising to the permanence of the Residence users, namely the violation of basic safety rules and principles;
  - q. Any other reasons that may be so considered in the revision of these Rules and Regulations.
2. The issue of two written reprimand based on the violation of the rules of this Regulation (and not contained in the preceding paragraph) is also reason for Contract termination.
  3. The loss of the right to use the Residence and consequent Contract termination means the immediate abandonment of the Residence and the loss of the contractual deposit guarantee, to which may be added other amounts due to services rendered as well as for damage compensation, under the present Regulation and Contract.

## **PART V - FINAL PROVISIONS**

### **Article 31**

#### **Statement of responsibility**

When signing the contract, the resident must also sign a Term of Responsibility, through which he/she declares fully awareness of the terms of this regulation, and to its full compliance.

### **Article 32**

#### **Personal Data**

1. All residents' personal data is collected for the purpose of the contract and is treated exclusively by Universitas, CRL in its execution.
2. The use of RECALL internet website may imply the collection of personal data, whose protection, privacy and security in its treatment is ensured by Universitas, CRL, according to the terms of its privacy policy, which can be found at [www.recall.pt](http://www.recall.pt).
3. The personal data treatment is carried out only by accredited users from Universitas, CRL.
4. Data processing operations is limited and reserved to the strictly necessary and indispensable procedures to comply with the principles of proportionality and adequacy.
5. Universitas, CRL insures that all residents' personal data will not be passed on to third parties, unless expressly authorized by the residents.
6. The data processing operations are a necessary component, in order to guarantee the signed contract execution, in accordance with the provisions of paragraph b) of paragraph 1 of article 6 of the European General Data Protection Regulation.

7. Residents' data will be deleted from the Universitas, CRL. databases, within 5 working days of the agreement termination, unless express consent is given for the maintenance of data for future contact or in case of incidents that might have occurred with the resident.
8. Universitas, CRL. has a Data Protection Officer (DPO - in Portuguese EPD) to address any question about this subject ([epd@iseclisboa.pt](mailto:epd@iseclisboa.pt)).

**Article 33**

**Doubts and omissions**

The omissions and doubts arising from the interpretation of these Operating Regulations will be resolved by the Head of Residence.

**Article 34**

**Revision of the present Rules and Regulations**

The present document may be revised at any time, whenever circumstances so warrant, by a notification from the Head of Residence.

**Article 35**

**Inauguration**

The present document has been approved by the Universitas, CRL Administration Board, and has entered into force the day after being published.

Lisboa, 3<sup>rd</sup> of September 2018

By the Universitas Board of Administrators

**Pedro Brás**

Chairman