

RESIDENCE REGULATION

Approved by the President on
02/07/2019

2019

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CHAPTER I
Serialisation

Article 1
(Area)

The ESEL Student Residence, hereinafter referred to as Residence, aims to provide social housing, during the period of school activities. Its functioning follows rules and principles that guarantee respect for the fundamental rights and freedoms of the individual, as well as a pleasant environment and healthy coexistence, tolerance and mutual respect.

Article 2
(Admission Conditions)

Access to Residence accommodation will be for a period of one academic year and obeys the following the order:

1. ESEL Scholarship Students;
2. ESEL Students;
3. Students from other National or Foreign Nursing Schools (PALOP's, ERASMUS, Vasco da Gama Programme or other exchange situations, Partnership protocols or Mobility Programmes);
4. External Students.

Article 3
(Selection of Candidates)

The candidate selection process is carried out in accordance with the following admission criteria:

1. Scholarship candidate;
2. Distance in relation to location of family home;
3. Analysis of Candidate economic situation;
4. Obtainment of academic performance;

5. Re-application;
6. Properly regulated payments to ESEL;
7. Number of records of behavior deemed inappropriate or of acts of indiscipline and violation of the rules.
8. Completion of e-learning course about the Residence Rules.

Article 4

(Applications)

Accommodation applications must be submitted online with an application form, available on the ESEL website (www.esel.pt), at least 10 (ten) days in advance of the intended arrival date. The application will only be validated when the following documents have been handed into the Residency Center or submitted via e-mail (nucleoresidencia@esel.pt):

- a) Consent for data conferencing through citizen card/passport reproduction;
- b) Passport photo;
- c) Tax return statement;
- d) Proof of address obtained from the Finances Portal;
- e) Proof of NIB or IBAN / SWIFT;
- f) Proof of registration / enrollment (external student);
- g) Educational attainment certificate (external student);
- h) Any others that are deemed necessary.

Article 5

(Admission and Stay)

1. It is at the Residency Center's discretion to grant or refuse accommodation requests.
2. In the selection process, the criteria set out in Articles 2 and 3 shall be considered.
3. The successful candidate has a period of five (5) business days to accept the accommodation offer. The check-in process must be completed within 15 (fifteen) working days after the acceptance of the proposed accommodation. If deadlines are not met and no contact is established, the candidates on the waiting list will be contacted.
4. Residents must proceed to their admission to the Residence between 9am and 4pm, Monday through Friday.
5. There are two types of accommodation in the Residence, monthly and annually, and the calendar is defined annually by the ESEL Presidential Order.
6. Daily accommodation is an exception (up to a limit of 7 nights), subject to vacancies and requires higher order.
7. At the beginning of every academic year the Residence Centre will reserve an adequate percentage of beds for first year students.
8. The authorisation of accommodation and the acceptance of the regulation renders the status of Resident.

Article 6

(Resident's Rights)

The Resident's Rights are outlined as:

1. To enjoy an environment in which values such as tolerance, non-discrimination, respect for others and their goods and belongings, are guaranteed.
2. Rest and privacy.
3. Use of common areas, namely study rooms, crockery and cutlery for preparing and eating light meals, toilets and the living room.
4. Use of the washing and ironing area for individual clothing;
5. To receive visits in the living room on the ground floor until 10.30p.m.
6. To receive visits in the common areas of the Residence until 10.30p.m.

7. Receive support from the Residence Centre, Residency Coordinator and staff in all situations whenever requested.

Article 7
(Residents' Duties)

The Residents' Duties are outlined as:

1. Know and respect the current regulation, contributing towards the smooth running of the Residence and accept the employees guidelines.
2. Identify themselves by appropriate means whenever an employee requests it.
3. Behave appropriately and in such a way that favours coexistence and respect for all residents and employees.
4. To keep up the maintenance and cleaning of the bedroom, equipment and furniture, cleaning of the bedrooms is the responsibility of each of its occupants:
 - a) The Residence Centre regularly inspects the rooms, and upon discovering that the cleaning is not being satisfactorily carried out, putting the hygiene and health conditions or the conservation of the property at risk, the student will be given one warning. If the situation repeats itself, the Residence Center will clean the room and the occupants will be charged the cost of cleaning, as provided in the price list.
5. To promote the state of conservation and cleanliness of the kitchenettes, as well as of the existing equipment, each resident is responsible for cleaning them and the space must be cleaned after each use.
 - a) The Residence Centre regularly inspects the kitchenettes, and upon discovering that the cleaning is not being satisfactorily carried out or there are damages to the furniture or equipment, due to improper or irresponsible use, the full cost of cleaning and/or repair of damages will be charged to the totality of the resident students.
6. Separate and dispose of rubbish in the respective containers, plastic, paper/cardboard, glass and organic waste (food waste) that can be found in the kitchen.
7. Put the correctly separated rubbish in the outside bins, not forgetting to put a new bin bag in the kitchen bin.
8. Maintain good hygiene and cleanliness in other used common spaces, as well as all furniture, equipment and bed and bath linen.

9. Remove all personal belongings from the rooms during the summer holiday period, according to the provisions of Article 10, number 2.
10. Remove all food from refrigerators during holiday periods.
11. Respect the silence and rest of other residents, according to the times established in the current regulation.
12. Respect the property of others.
13. Alert the Residence Centre (nucleoresidencia@esel.pt) of any malfunctioning or damage to the premises, furniture and other equipment, as well as of any irregularity that occurs in the smooth running of the Residence.
14. Dress appropriately whenever you walk in the Residence hallway or School Building.
15. Residents should have upmost moderation in water and electricity consumption. They should turn off all lights and electrical equipment when they are not in the bedroom or common area.

CHAPTER II

Mobility Programmes

Article 8

(Access to accommodation)

1. Displaced students from their Origin Institution:
 - a) Students enrolled in Mobility Programs must submit their application at least 30 (thirty) days prior to their arrival. Accommodation applications must be submitted online with an application form, available on the ESEL website (www.esel.pt);
 - b) Ensure, whenever possible, accommodation in the Residence, pursuant to Article 13, number 3;
 - c) It is at the Residency Center's discretion to analyse the application process and to approve/reject the application.
2. Displaced Resident Students in Mobility Programmes:
 - a) It is the Residence Centre's responsibility to ensure the upkeep of the accommodation assigned to the student in his/her Residence, after the exchange period, when the study

period does not cover the entire academic year, depending on the availability of existing beds on the return date and respecting the present organisation in Article 13, number 2.

CHAPTER III

Payments

Article 9

(Securities)

1. On the admission date, the resident must both validate and sign the resident's card and pay the deposit:

- a) General Conditions: Payment of a refundable deposit, which is intended to guarantee any expenses resulting from damages to equipment and/or facilities available to the resident;
- b) ESEL Scholarships: Payment of a refundable deposit, which is intended to guarantee any expenses resulting from damages to equipment and/or facilities available to the resident;
- c) Stays lasting more than seven (7) and less than thirty (30) days: Payment of a refundable deposit, corresponding to 50% of the value of the deposit applicable in general scheme, which is intended to guarantee any expenses resulting from damages to equipment and/or the facilities available to the resident;
- d) Accommodation lasting up to 7 (seven) days: Payment of a deposit does not apply.

2. The following forms of payment are accepted for payment of the deposit:

- a) Cheque valid for 11 (eleven) months;
- b) Cash;
- c) Credit/debit card;
- d) Bank transfer.

3. Residents integrated in Mobility Programmes must pay the deposit by bank transfer (NIB Residência) 72 (seventy two) hours prior to their admission;

4. Whenever the payment is made by bank transfer, the student must send the respective proof of payment by email to the Treasury Services (tesouraria@esel.pt) and to the Residence Centre (nucleoresidencia@esel.pt) within 3 (three) business days.

5. The security deposit will be refunded by Bank Transfer, within a period of 20 (twenty) days, only after delivery of the original deposit provided that the following formalities have been carried out:
 - a) Hand in keys on final day of stay;
 - b) Record that certifies the preserved state of the equipment and facilities used, issued by the Residence Centre;
 - c) Correct NIB or IBAN/SWIFT details on the application form.
6. It is up to the resident who paid the security deposit, to fulfill and provide the elements referred to in a), b) and c) of the previous number, within a maximum period of 10 (ten) days from the departure date.
7. The refund of the security deposit to residents of Mobility Programs will be carried out under the same terms as paragraphs 5 and 6, their NIB or IBAN/SWIFT must be available, depending on the resident's nationality.
8. Whenever the bank information provided by the resident is incorrect or incomplete, thus rendering the return of the security deposit unfeasible, it will not be carried out, and there will be no responsibility on ESEL's behalf.
9. The return of the security deposit is subject to the settlement of existing outstanding amounts on the departure date.
10. The deposit values are published annually in the price list.

Article 10

(Monthly Fees)

1. The accommodation costs are proposed by the Residence Centre and approved by the Management Board.
2. At the beginning of each academic year, the Residence's opening and closing dates are disclosed, as well as the amount to be paid on those same dates.
3. The opening and closing dates of the Residence during the Christmas holiday period, as well as the amount to be paid, will be disclosed.
4. The payment of the monthly fees is made until the 10th of each month in the ESEL Treasury, respecting the opening hours.
5. ESEL scholarship students must pay the monthly fee up to 5 (five) days after receipt of the monthly scholarship.

6. If the application for a scholarship is rejected, the resident is obliged to pay the difference between the amount paid as a scholarship-resident and the amount they would pay as a non-scholarship student.
7. Daily payment of the accommodation is made in full and 72 (seventy two) hours prior to the arrival date, by bank transfer (NIB Residence) or at the ESEL Treasury (taking into account the number of nights).
8. The following forms of payment are accepted for payment of the monthly fees:
 - a) Cash;
 - b) Credit/debit card;
 - c) Bank transfer.
9. The integrated Mobility Programme students must pay the monthly fees by bank transfer (NIB Residence), respecting 72 (seventy two) hours prior to their arrival.
10. Whenever the payment is made by bank transfer, the student must hand in the appropriate proof of payment to the Residence Centre within 3 (three) business days.
11. Changing the room type will affect the billing for the following month.

Article 11
(Bedding and bath towels)

1. Residents who wish to have access to bed and bath linen should request their rental for the period of stay in the residence.
2. The rental amounts will be published simultaneously with the monthly fees.
3. The mentioned rental applies only in case of monthly fee payment, and cannot be applied to everyday situations in which the bed linen and towels are provided by the residence.
4. Residents who rent bed and bath linen must proceed with its replacement on the stipulated changeover day, according to standards established and posted on site.
5. Residents who do not wish to have access to bed and bath linen provided or rented as indicated above, should inform upon confirmation of accommodation.

Article 12
(Early Departures)

1. Early departures must be requested by application 30 (thirty) days in advance of the intended departure date and no later than the 25th of each month. The applications are subject to higher Order and a consequent penalty of 3% is imposed on the outstanding amount.
2. Scholarship residents are obliged to pay in full, regardless of the arrival/departure day, given that they receive the accommodation supplement on a monthly basis.

Article 13

(Failure to Pay)

1. Residents who fail to pay by the stipulated date will be charged an annual interest rate, calculated and published in the National Official Journal by the Credit Treasury Institute (IGCP, IP), on the amount of the monthly installment as daily delay interest, for up to 5 (five) days.
2. After this time, the resident is notified to vacate the room and to pay the debt.
3. If the resident does not vacate the room, ESEL reserves the right to remove their belongings/assets from the respective room after the 6th (sixth) day of failure to pay.

CHAPTER IV

From the Residence

Article 14

(Organisation)

1. The residence is made up of 86 (eighty six) bedrooms.
2. The rooms are arranged in single rooms and double rooms.
3. In accordance with paragraph a, number 1 of Article 8, mobility programme students will be guaranteed accommodation, with the following number of beds:
 - a) 1 (one) male bedroom with 2 (two) beds;
 - b) 7 (seven) female bedrooms with 2 (two) beds each;
4. The installation of any personal equipment (television or other electrical appliances) in the bedrooms must be authorised prior to installation.

Article 15

(Communal Areas)

The communal areas of the Residence are the:

1. Kitchenettes;
2. Living room;
3. Bathrooms;
4. Laundrettes;

5. Corridors;
6. Study Rooms;

CHAPTER V **Operation**

Article 16

(The Residence Centre's Promise)

1. The Residence Centre ensures the making of a list with the identification of all residents.
2. The Residence Centre ensures that all common spaces and equipment are in good and hygienic condition, and that communal spaces are clean.
3. The Residence Centre carries out the weekly cleaning of the kitchenette's, on a day that has been previously established.
4. The Residence Centre regularly inspects the bedrooms and pantries.

Article 17

(Visitors)

1. The following considerations should be kept in mind when external persons visit the common areas of the Residence:
 - a) They should provide an identification document at Reception;
 - b) Wear the visitor card in a easily visible place,
 - c) Respect the Residence Regulation;
 - d) Respect the privacy and personal belongings of the residents;
 - e) Respect and follow the Residence employees instructions;
 - f) Respect the visiting hours on the floors from 10.30am - 10.30pm.

2. Residents are required to take their visitor to reception, and the resident is responsible for the full compliance to the rules stated in the Regulation, taking on full responsibility for any harmful act that occurs.
3. Failure to comply with the rules established in this Regulation may lead to a Residence access ban for all visits at any time.

Article 18

(Access Restrictions)

1. Access to the floors is exclusive to residents, ESEL staff, cleaning staff and properly identified visitors.
2. In case of illness, the presence of a close family member is allowed with the consent of the Residence Coordinator and the other residents of the bedroom (from 2pm - 8pm).
3. Residents may not impede or hinder the access of the Resident Center or any persons mandated by it at any time, even in their absence, due to an urgent need for service or pre-announced control.

Article 19

(Silence and Rest Time)

1. From 11pm, there must be silence throughout the residence, both in the common areas and in the bedrooms, respecting the rest period.
2. In the hall, silence begins at 00h00.

Article 20

(Correspondence)

Correspondence and notices intended for residents must be collected from the concierge, and only delivered to the recipient, who is identified for this purpose.

Article 21

(Periods of Absence and Departure from the Residence)

1. It is each residents responsibility to look after their personal belongings. The ESEL Residence is not responsible for the loss or theft of Resident's personal belongings.
2. Residents must proceed to their departure from the Residence between 9am and 4pm, Monday through Friday.
3. Keys and other objects that are in the custody and care of the resident, upon their departure, are handed in, on the day of departure, which together with an employee of the Residence, checks the state of the accomodation, equipment and materials, taking note of the situation.
4. The Residence closes during the Christmas holiday period.

CHAPTER VI

Interdictions, Misconduct and Penalties

Article 22

(Interdictions and Prohibitions in the Residence)

1. Application of "praxe" in the Residence and areas belonging to it.
2. Smoking inside the building in accordance with the provisions of Law no. 37/2007, of August 14.
3. Having, consuming or trafficking, in any quantity, illegal narcotic or psychotropic substances within the Residence.
4. Excessive consumption of alcohol resulting in changes in individual behavior and disruption of the resident's normal life.
5. Changing rooms and/or beds.
6. Violate the stipulated rules for the access of non-residents, namely, in the entrance to the Residence and in the bedrooms.
7. Organise collective and social activities within the Residence space without authorisation.
 - a) The request must be made in writing and subject to Superior Dispatch;

- b) The promoters of the event are responsible for arranging and cleaning the venues before and after the party;
 - c) In the event that the parties are found to be disruptive to the Residence, that the promoters do not leave the premises the way they found it, or any other fact that jeopardizes the smooth running of the Residence, the Residence Centre reserves the right to suspend such initiatives indefinitely.
8. Paste posters, banners or photographs on the walls and furniture, as well as make any kind of inscriptions on them.
 9. Remove and/or move material, furniture, equipment and other utensils from the common areas and bedrooms.
 10. Remove food belonging to third parties from the refrigerators.
 11. Gambling, betting or other illicit character practises.
 12. Disturb the peace and the rest of the other residents, namely through noise coming from sound systems, TV or anything else, between 11.00pm and 8.00am.
 13. Interfere with or hinder the work of the Residence Center staff, which may disturb or impede the normal running of the Residence.
 14. Neglecting the security of the facilities.
 15. Taking actions that, directly or indirectly, could harm colleagues or the Institution's dignity or good reputation.
 16. Verbally or physically assaulting anyone who resides, works or visits the premises of the residence, as well as practice improper acts of community life.

Article 23

(Damages)

1. The resident is responsible for the condition and conservation of the goods that are attributed to him, as well as for damages caused to furniture or equipment.
2. Broken electric hobs, toilets, sinks or other acts of vandalism shall be punished, requiring the immediate payment for the damages caused, in addition to the penalties stated in the current Regulation.
3. Whenever the liability cannot be individually attributed, the payment of damages shall be required in equal parts from all residents occupying the room/wing/floor, jointly and severally liable for damages.
4. In case of legal disability dementia or other of loss of mental faculties situations, the direct relatives of the resident will be responsible for the damages caused.

Article 24

(Misconduct)

Misconduct is outlined as:

1. Failure to respect and consider any person who resides, works or visits the Residence.
2. Behaviour deemed to be inappropriate for the study environment and coexistence in the Residence;
3. The transfer, under any title, of your accommodation to third parties;
4. Sharing of accommodation with non-residents;
5. Not taking care of the Residence and/or causing havoc;
6. Not adhering to the common area's cleaning and hygiene rules;
7. Not adhering to the bedroom's cleaning and hygiene rules;

Article 25

(Penalties)

1. Failure to comply with the rules established in this regulation implies disciplinary proceedings through the following penalties:
 - a) Oral warning;
 - b) Written warning;
 - c) Up to 6 months suspension;
 - d) Loss of right to stay at the Residence;
 - e) Other penalties to be defined if required.
2. The application of the penalties stated in the previous section does not exclude the charges for material or other damages, that ESEL or another resident is due.
3. The Residence Committee and the ESEL Presidency will be informed of any violations of the provisions of this Regulation.
4. The disciplinary procedure is carried out by the Residence Centre, informing the ESEL Presidency of all situations.

CHAPTER VII

Resident's Committee

Article 26

(Resident's Committee)

Residents elect their Committee who will represent them alongside the ESEL Residence Centre and Presidency to address specific issues such as the user's quality of the Residence.

Article 27

(Election of Resident's Committee)

1. The Residents Committee is elected by its peers by secret ballot consisting of two residents and one substitute resident.

2. The Residents Committee is elected annually, up to 45 days after the beginning of the academic year.
3. After the election, the minutes with the result of the elections, should be sent to the Residency Centre.

Article 28

(Responsibilities)

1. The Residents Committee has the following responsibilities:
 - a) Represent the residents alongside the Residency Centre;
 - b) Encourage the resolution of conflicts between residents;
 - c) Participate in the discussions of general interest issues that may affect or alter the normal conditions of the accommodation;
 - d) Propose and promote initiatives in order to encourage resident participation, after approval from Residence Centre and Presidency Order;
 - e) Welcome and direct Mobility Programme students and new residents;
 - f) Alert the Residence Centre (residencia@esel.pt) of any irregularity in the normal functioning of the Residence;
 - g) Play an active role in promoting the rational consumption of water and electricity regarding expenses.

CHAPTER VIII

General Provisions

Article 29

(Complaints)

1. In the event that any unlawful, unethical or improper behavior that may jeopardize the good reputation of the institution is observed, verified or proven, it shall be reported to the Director of Academic Services or designee, ensuring the confidentiality of the reporting agent.

2. The Director of Services guarantees to investigate and deal with the reported situation in a prudent and confidential manner in order to ascertain the reported facts and constitute evidence.
3. Failure to comply with the rules established in the Residence, the disciplinary procedure will apply through the established penalties.

Article 30

(Disclosure of Information)

Information should be posted in the Residence, on its own board and advertised on ESEL's website.

Article 31

(Doubts of interpretation and omitted cases)

Doubts of interpretation and omitted cases are resolved by Order of the President of ESEL.

The cases omitted in this regulation are analysed by the Residency Center, which must be announced within ten (10) days after recognition of the situation, and submitted to the Presidency Order.

Article 32

(Implementation)

This Regulation shall enter into force in academic year 2019-2020.