

RULES OF THE RESIDENCE

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CHAPTER I
Serialization

Article 1
(Scope)

The ESEL Academic Residence, hereinafter designated Residence, aims to provide social lodging during the period of academic activities. Its operation adheres to the norms and principles that guarantee respect for the fundamental rights and liberties of the individual, as well as a pleasant environment and healthy lifestyle, tolerance and mutual respect.

Article 2
(Admission Conditions)

Access to lodging in the Residence shall be permitted for the period of one academic year and obeys the following order:

1. ESEL students with scholarships;
2. ESEL students;
3. Students from other National or Foreign Nursing Schools (PALOP'S; ERASMUS, Vasco da Gama Program or other exchange programs or partnership protocols or Mobility Programs);
4. External Students;
5. Others (whose situations shall be analyzed and subject to higher order).

Article 3
(Candidate Selection)

The candidate selection process for Residence is conducted according to the following admission criteria:

1. Scholarship;
2. Distance in regards to the location of his/her family;
3. Analysis of the candidate's economic situation;

4. Academic achievement;
5. Re-application;
6. Payments to ESEL duly settled;
7. Number of records of inappropriate behavior or acts of indiscipline and violation of the rules.
8. Conclusion of the e-learning course on Rules of Residence.

Article 4

(Application)

(Amended by Order No.112 / PRES / 2018)

The requests for lodging must be filled out on-line through the application form, available on the ESEL website (www.esel.pt), with a minimum of 10 (ten) days in advance from the intended entry date. The application will only be validated with the submission of the documents referenced below to the Residence Center or via e-mail (nucleoresidencia@esel.pt):

- a) Consent for data conferencing through citizen card/passport reproduction;
- b) Photocopy of the Tax Identification Number;
- c) Passport type photo;
- d) Tax declaration;
- e) Proof of address extracted from the Finance Portal;
- f) Proof of NIB or IBAN / SWIFT;
- g) Proof of enrollment / registration (external student);
- h) Declaration of academic achievement (external student);
- i) Others deemed necessary.

Article 5

(Admission and Permanence)

1. It is the Residence Center's responsibility to accept or reject the requests for lodging.
2. In the selection process, the criteria established in articles 2 and 3 shall be considered.

3. The admitted candidate has a period of 5 (five) business days to accept the lodging. Formal check-in must be done within 15 (fifteen) business days after proposed lodging acceptance. If the deadlines are not met and no contact was established, the candidates on the waiting list shall be contacted.
4. The residents must proceed to their admission in the Residence between 9:00 am and 4:00 pm, from Monday to Friday.
5. The lodging payment to the Residence is monthly and annually, the calendar is defined annually by Order of the ESEL Presidency.
6. Daily payment is exceptional (up to a limit of 7 nights), subject to vacancy and requires higher order.
7. At the beginning of each academic year, the Residence Center shall reserve an adequate percentage of beds for 1st year students.
8. Lodging authorization and acceptance of the rules and regulations confer the Resident status.

Article 6

(Rights of the Residents)

The residents' rights are recognized as:

1. Enjoy an environment where values such as tolerance, non-discrimination, respect for others and their goods and belongings, are guaranteed.
2. Rest and privacy.
3. Use of the common areas, namely, study halls, pantries to prepare and consume light snacks, sanitary installations and lounge.
4. Weekly replacement of bed and bath linen, ensured by the Residence Center.
5. Use of the area designated for individual clothes washing and starching;
6. Receive visitors in the ground floor lounge until 10:30 pm.
7. Residence visitors in the common areas of the Residence until 10:30 pm.
8. Have support from the Residence Center, Residence Coordinator and workers for all situations when requested.

Article 7

(Duties of the Residents)

(Amended by Order No.112 / PRES / 2018)

Residents' duties are understood as:

1. Know and respect the present Rules and Regulations, contributing to the good operation of the Residence and to accept the guidelines of the workers.
2. Maintain a personal conduct that favors interaction and respect for all the residents and workers.
3. Seek the conservation and cleanliness of the room, equipment and furniture, the cleaning of the rooms being the occupants' total responsibility:
 - a) The Residence Center performs periodic visits to the rooms, and if the room is not properly cleaned, the hygiene conditions and healthiness or the conservation of the property being at risk, the student shall be warned once. In the case that the situation is repeated, the Residence Center will provide the cleaning of the room, the occupants being imputed the cost of cleaning foreseen in the price table.
4. Promote the state of conservation and cleanliness of the pantries, as well as, the existing appliances, their cleaning being the total responsibility of each resident, the area should be clean after each use.
 - a) The Residence Center performs periodic visits to the pantries, and if the cleaning is not duly effected or there are damages to the furniture or appliances, due to improper or irresponsible use, the whole value of the expenditure for cleaning and/or repair of the determined damages shall be imputed to the residents.
5. Separate and deposit the trash, plastic, paper/cardboard, glass and organic trash (food remnants) in the appropriate recipients.
6. Place the correctly separated trash in the external containers, not forgetting to place a new trash bag in the kitchen trash can.
7. Conserve and maintain the hygiene of the other common areas, as well as all of the furniture, equipment and bed and bath linen.
8. Proceed to replace the bed and bath linen on the set day for that effect, pursuant to the norms established and set as their place.
9. Remove all personal goods from the rooms during summer vacation, pursuant to the provision of paragraph 2 of Article 10.
10. Remove all food items from the refrigerator during holiday periods.

11. Respect the silence and rest of other residents, according to the times established in the rules and regulations.
12. Respect the goods of others.
13. Communicate to the Residence Center (nucleoresidencia@esel.pt), any damage to the installations, furniture and other equipment, as well as any anomaly in the proper operation of the Residence.
14. Use proper clothing whenever circulating through the hall of the Residence or in the School Building.
15. The residents must use maximum moderation in the consumption of water and electricity. They must turn off all the lights and electric appliances when not in the room or common area.

CHAPTER II

Mobility Programs

Article 8

(Access to Lodging)

1. Students away from their Institution of Origin:
 - a) Students integrated into Mobility Programs must present their application within a minimum of 30 (thirty) days before their arrival. The requests for lodging must be filled out on-line through the application form, available on the ESEL website (www.esel.pt);
 - b) Whenever possible, secure lodging in the Residence, pursuant to the provisions of paragraph 3 of Article 13;
 - c) It is the Residence Center's responsibility to analysis the application process and accept / reject the same.
2. Resident students displaced in Mobility Programs:
 - a) It is the Residence Center's responsibility to ensure the maintenance of the lodging attributed to the student in his/her Residence, once the exchange period is finished, when the study period is not extended to the whole academic year, pursuant to the availability of beds at the return date and respecting the present organization in paragraph 2 of Article 13.

CHAPTER III

Payments

Article 9

(Guarantee)

(Amended by Order No. 105/PRES/2018 in accordance with the Management Board's resolution of 19/09/2017, on proposal of the Financial Services)

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 and Mobility Programmes: 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 to scholarship and Mobility Program holders, 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 types of payment are considered for effecting the guarantee:

- a) Check valid for 11 (eleven) months;
- b) Cash;
- c) Multibanco;
- 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, otherwise they will lose their right to the security deposit refund.

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.

This amendment enters into force in the school year 2018/19.

Article 10
(Monthly Payments)

1. The lodging fees are proposed by the Residence Center and set annually by Presidential Order.

2. At the beginning of each academic year, a Presidential Order will be passed with the dates of the opening and close of the Residence, as well as the amount to pay on the same dates.
3. The close and opening date of the Residence, during Christmas holidays, as well as the amount to pay, shall be disclosed by the ESEL Presidential Order.
4. The monthly payment is made by the 10th of every month in the ESEL Treasury, respecting the service hours.
5. The students with ESEL scholarships must make their monthly payment up to 5 (five) days after receiving their monthly pension.
6. In case of rejection of the application for student scholarship, the resident must make retroactive payment of the difference between the payment values for scholarship residents and the values to be paid by non-scholarship students.
7. The payment of daily lodging is made in full up to 72 (seventy-two) hours in advance from the entry date, by bank transfer (NIB Residence) or in the ESEL Treasury (taking into account the number of nights).
8. For the effects of monthly payment of the Residence, the following types of payments shall be considered:
 - a) Cash;
 - b) Multibanco;
 - c) Bank Transfer.
9. Students enrolled in Mobility Programs must make the monthly payment via bank transfer (NIB Residence) 72 (seventy-two) hours before their admission.
10. When the payment is made via bank transfer, the resident must submit to the Residence Center the respective receipt of payment within 3 (three) business days.
11. The alteration of room type produces effects in the billing of the following month.

Article 11
(Anticipated Leave)

1. Anticipated leave must be requested 30 (thirty) days in advance from the date of intended leave and unfailingly by the 25th of each month. The requests are subject to Higher Order and a resulting fee of 3% over the value still owed.
2. The residents with scholarships must make the payment in full, independent of the day of entrance / leave, considering that they receive the monthly lodging pension.

Article 12

(Default in the Payment)

1. For the residents that do not make the payment by the set day, an annual interest rate will be applied, determined and publicized in the Official Gazette by the Treasury Institute (IGCP, I.P.), over the amount of the monthly payment as a daily late-payment interest, up to the limit of 5 (five) days.
2. After this time, the resident is notified to vacate the room and settle the debt.
3. If the resident does not vacate the room, ESEL reserves the right to remove the belongings / goods from the respective room after the 6th (sixth) day of non-payment.

CHAPTER IV The Residence

Article 13 (Organization)

1. The residence is composed of 86 (eighty-six) rooms.
2. The rooms are organised in the following way:

Floor	Single Rooms	Double Rooms	Total Rooms	Total Beds
1st	17	0	17	17
2nd Right Wing	0	11	11	22
2nd Left Male Wing	0	12	12	24
3rd	0	23	23	46
4th	0	23	23	46
Study Room	3 (1 per floor)		86	155

3. From the total number of rooms, student accommodation mobility programmes will be assured, in conformity with item a, number 1 of Article 8, the following number of beds:

- a) 1 (one) male room with 2 (two) beds;
- b) 7 (seven) female rooms with 2 (two) beds each;

4. The installation in the rooms of any personal equipment (television or other electrical devices) must be previously authorized.

Article 14
(Common Areas)

The common areas of the Residence are:

1. Pantries;
2. Lounge;
3. Sanitary installations;
4. Laundry rooms;
5. Hallways;
6. Study halls.

CHAPTER V

Operation

Article 15
(Commitment of the Residence Center)

1. The Residence Center guarantees good and hygienic conditions of all the common areas and equipment, ensuring the cleaning of all the hallways, study halls and bathrooms.
2. The Residence Center weekly cleans the pantries on a set day, previously defined.
3. The Residence Center periodically visits the rooms.
4. The Residence Center periodically visits the pantries.

Article 16
(Residents)

1. All of the residents shall be given, on the date of admission, a resident's card that must be conserved and returned on the date of leave.

2. The resident card identifies its owner, the room and period he/she is lodged in.
3. The resident's card is personal and non-transferable and of mandatory possession, whenever the resident is in the installations of the Residence.
5. The card can be requested at any moment by the Residence Center (coordinator and workers).
6. The resident has free access to the Residence at any time, ensuring the security conditions in the respective infrastructures.

Article 17

(Visitors)

1. The access of external people to the common areas of the Residence must be done respecting the following aspects:
 - a) Provide an ID at Reception;
 - b) Use the visitor's card visibly on-site;
 - c) Respect the Rules of Residence;
 - d) Respect the privacy and personal goods of the residents;
 - e) Respect the instructions of the Residence workers;
 - f) Respect the visiting hours on the floors from 10:30 am to 10:30 pm.
2. To receive visitors, the resident must go to reception, thus being responsible for full compliance with the norms of these Rules and Regulations, being totally responsible for any harmful act that may occur.
3. Non-compliance with the norms established in these Rules and Regulations may give rise to the interdiction of access to the Residence of all visitors at any time.

Article 18

(Reservation of Access)

1. The access to the floors is exclusively for residents, ESEL workers, cleaning team and duly identified visitors.

2. In case of sickness, the presence of a close family member is allowed with the consent of the Residence Coordinator and of the other residents of the room (set hours from 2:00 pm to 8:00 pm).
3. The residents cannot impede or restrict the access to the Residence Center or any person mandated by the same at all times, even in their absence, for urgent need of service or per-announced control.

Article 19

(Silence and Rest Times)

1. From 11:00 pm onward, there should be silence throughout the Residence, both in common areas, as well as in the rooms, respecting the rest period.
2. In the hall, the silence period starts at midnight (24:00).

Article 20

(Correspondence)

Correspondence and notices sent to the residents must be collected at the entrance, being delivered only to the recipient, who identifies him/herself for that effect.

Article 21

(Periods of Absence and Leave from the Residence)

1. Each resident is responsible for the safe keeping of his/her personal items. The ESEL Residence is not responsible for the loss or theft of the residents' personal objects.
2. The keys and other objects kept and cared for by the resident, upon leaving, are handed to the Residence Center until 12:00 pm of the day of leave, which together with a Residence worker will check the state in which the lodging, equipment and material is found, taking note of the situation.
3. The Residence closes during the academic break of Christmas.

CHAPTER VI

Interdictions, Faults and Sanctions

Article 22

(Interdictions and Prohibitions in the Residence)

1. Application of “formalities” in the Residence or in pertinent areas.
2. Smoking inside the building according to the provision of Law No. 37/2007, of 14 August.
3. Possessing, consuming or trafficking any quantity of illegal narcotic or psychotropic substances.
4. Excessive consumption of alcohol, resulting in the alteration of individual behavior and disturbance of the normal life of the resident.
5. Exchange of rooms and/or beds.
6. Breaking the rules set for the access of non-residents, namely, the entrance in the Residence and in the rooms.
7. Organizing collective and social activities inside the area of the Residence without authorization:
 - a) The request must be made in writing and subject to Higher Order;
 - b) The promoters of the event are responsible for arranging and cleaning the area before and after the party;
 - c) If the parties disturb the life of the Residence, the promoters do not put the installations back in the state they were found, or any other fact that may jeopardize good operation, the Residence Center reserves the right to suspend, for an undetermined time, such initiatives.
8. Hanging posters, banners or photographs on the walls and furniture, as well as making any type of inscription on them.
9. Removing and/or relocating material, furniture, equipment and other utensils affiliated with the common areas and the rooms.
10. Removing food items belonging to third parties from the refrigerator.
11. The practice of gambling, bets or others illegals games.
12. Disturbing the tranquility and rest of the other residents, namely by noise from sound devices, TV or others, between 11:00 pm and 8:00 am.

13. Interfering or hindering the work of the Residence Center staff, which may disturb or impede the normal operation of the Residence.
14. Neglecting the safety of the installations.
15. Taking on attitudes that can, directly or indirectly, harm colleagues or the dignity or good name of the Institution.
16. Verbally or physically assaulting any person that resides, works or visits the installations of the residence, as well as, practicing inappropriate acts for community life.

Article 23

(Damages)

1. The resident is responsible for the good order and conservation of the goods attributed to him/her, as well as for the damages made to furniture or equipment.
2. Broken hot plates, toilets, sinks or other acts of vandalism are punished, with immediate mandatory payment for the damages caused, in addition to the sanctions foreseen by these rules and regulations.
3. Whenever the responsibility cannot be individually attributed, the payment of the damages shall be required in equal parts of all the resident occupants of the room/ wing/ floor, jointly responsible for the damages.
4. In the case one is not imputable due to dementia or other loss of mental faculties, the direct family members of the resident shall be responsible for the damages.

Article 24

(Infringements)

Infringements are considered:

1. Disrespecting and lack of consideration that a person residing, working or visiting the Residence deserves;
2. Incompatible behavior with the study and community environment in the Residence;
3. Offering lodging, under any circumstance, to third parties;
4. Sharing lodging with non-residents;

5. Not caring for the conservation of the Residence and/or provoking damages;
6. Infringing the cleanliness and hygiene norms of common areas;
7. Infringing the cleanliness and hygiene norms of the rooms.

Article 25

(Sanctions)

1. Infringement of norms established in these rules and regulations implies disciplinary action by the following sanctions:
 - a) Verbal warning;
 - b) Written warning;
 - c) Suspension up to 6 months;
 - d) Loss of right to Residence;
 - e) Others to be defined by higher management.
2. The application of sanctions foreseen in the paragraph above does not dismiss the indemnification of material damages or others to ESEL or to another resident if in right.
3. The infringements to the provision in these rules and regulations shall be communicated by the Residence Center to the Residents Committee and to the ESEL Presidency.
4. Disciplinary action is exercised by the Residence Center, communicating to the ESEL Presidency all of the situations.

CHAPTER VII

Residents Committee

Article 26

(Residents Committee)

The residents elect the respective Committee that will represent them together with the Residence Center and the ESEL Presidency, to deal with specific matters in their quality of users of the Residence.

Article 27

(Election of the Residents Committee)

1. The Residents Committee is elected by its equals by anonymous vote, being made up of 2 residents and by 1 substitute resident.
2. The Residents Committee is elected annually, up to 45 (forty-five) days after the start of the academic year.
3. After the election, a statement with the election results must be sent to the Residence Center.

Article 28

(Duties)

1. The Residents Committee has the following duties:
 - a) Respect the residents of the Residence Center;
 - b) Promote conflict resolution among residents;
 - c) Participate in the analysis of problems of general interest that may affect or alter the normal lodging conditions;
 - d) Propose and promote initiatives in order to encourage the residents' participation, after deferral by the Residence Center / ESEL Presidency;
 - e) Receive and guide the students in Mobility Programs and new residents;
 - f) Communicate to the Residence Center any anomaly in the proper operation of the Residence;
 - g) Encourage an active role in the promotion of rationing of expenses related to water and electricity consumption.

CHAPTER VIII

General Provisions

Article 29

(Denunciation)

1. If observed, determined or there is proof of any illegal, unethical or inappropriate behavior that may jeopardize the good name of the Institution, the occurrence must be communicated to the Academic Services Director or to whomever is designated, guaranteeing the confidentiality of the claimant.
2. The Services Director ensures to look into and deal with the denounced situation prudently and confidentially in order to determine the reported facts and collect evidence.
3. Disciplinary action shall be applied to the infringement of the norms established by the Residence by means of established sanctions.

Article 30

(Disclosure of Information)

Information must be placed in the Residence, on it's own account and publicized in the ESEL website.

Article 31

(Omitted Cases)

Cases omitted in these rules and regulations are analyzed by the Residence Center and by the Residents Committee, which must make decision within 10 (ten) days, after being made aware of the situation, and submitted to the Presidency.

Article 32

(Entry into Effect)

These rules and regulations enter into effect in the academic year 2017-2018.