# Santiago Student Hall of Residence Regulations Student Welfare Services of the Polytechnic Institute of Setúbal

#### Foreword

Within the scope of the mission laid down for student welfare in higher education, the Student Welfare Services of the Polytechnic Institute of Setúbal (SAS/IPS) have an accommodation service and offer the student community the Santiago Student Hall of Residence.

The Santiago Student Hall of Residence is primarily intended to accommodate students attending IPS Schools and aims at providing quality accommodation during the academic year.

Its operation is governed by the provisions set forth in these regulations, thus ensuring a pleasant environment characterised by sound social interaction, tolerance and mutual respect and providing all residents with the best conditions for study.

In line with the above, the Santiago Student Hall of Residence is a means through which the SAS/IPS contribute to ease students' integration and their academic success.

## Article 1 Purpose

These regulations lay down the provisions and principles that govern the operation of the Santiago Student Hall of Residence, henceforth referred to as Student Hall of Residence.

### Article 2 Eligibility Criteria

1. Students who are registered and enrolled in any course provided at IPS Schools are eligible to apply for a room in the Student Hall of Residence under the following circumstances:

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a) they are in a situation of displacement, considering displaced students those who, due to distance (50 km between the School they attend and their original home), insufficient or no means of transport, are being forced to live outside their family home during the school period;

b) they are not in a situation of displacement, but have unfavourable family conditions for good academic performance.

2. Students who are attending IPS Schools integrated in EU and non-EU mobility projects and programmes are equally eligible to apply for a room in the Student Hall of Residence;

3. In exceptional circumstances, other types of users may apply for a room, particularly those envisaged in protocols signed between the IPS and other institutions.

# Article 3 Applications

1. Students who wish to obtain accommodation in the Student Hall of Residence must apply under the terms and within the deadlines set annually by the SAS/IPS and widely disseminated among the IPS community.

2. Different prices shall be set exclusively for students entering the 1<sup>st</sup> year for the first time.

3. Students integrated in EU and non-EU mobility projects and programmes must submit their application preferably one month prior to their arrival in Portugal, since their admission is subject to the existence of vacancies pursuant to Article 5 hereof.

#### Article 4 Admission Priorities

1. Absolute priority shall be given to displaced scholarship students and, among these, to the neediest.

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2. The previous paragraph also applies to students from Portuguese-speaking African Countries (PALOP).

3. If availability allows the admission of other students, applications will be selected in the following order of priority:

a) scholarship holders who are not displaced, but are in the situation foreseen in letter (b) of Article 2;

b) displaced non-scholarship students;

c) non-scholarship students who are not displaced;

d) students who attend IPS Schools integrated in EU or non-EU mobility projects and programmes.

4. In the event of a tie, the following aspects shall be subsequently considered:

a) more unfavourable socioeconomic conditions;

b) greater difficulty in travelling to school;

c) best school performance, taking into account the simple arithmetic average obtained by the student in the preceding academic year;

d) the previous paragraph does not apply to students who have passed less than 80% of the subjects included in the programme of study of the preceding academic year.

5. Regardless of the prescribed priorities, any admission is subject to the ascertainment of situations of infringement of residents' duties in previous years, mainly late payment and/or unjustified non-payment of monthly fees.

6. Any changes in the resident's academic and/or socioeconomic conditions during the academic year imply a re-examination of the admission decision and of the corresponding monthly fee.

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# Article 5 Admission of Students Integrated in EU or non-EU Mobility Projects and Programmes

1. Applications from students who are attending IPS Schools integrated in EU or non-EU mobility projects and programmes are assessed in accordance with the order of entry into the SAS/IPS, pursuant to paragraph 3 of Article 3.

2. At the beginning of the 1<sup>st</sup> semester, the SAS/IPS reserve up to 5% of all the vacancies available in the Hall of Residence for these students, and once they have been filled, students who have not been allocated a room shall be contemplated pursuant to paragraph 3 of Article 4.

## Article 6 Allocation of Rooms

1. The allocation of a room to a student is the responsibility of the SAS/IPS, upon proposal by the Residents' Committee (CR) and shall remain in force until the end of the academic year, unless the student requests to move, for justified reasons, and he/she is authorised to do so.

2. Residents can only have a single room during one academic year and its allocation is subject, within the available vacancies, to the following priorities:

a) final year students

b) students with academic merit, taking into account the simple arithmetic average they obtained in the preceding academic year;

c) members of the CR in the preceding academic year;

d) members of the management bodies of the IPS;

e) participation in civic activities or movements within the IPS.

3. Letter b) does not apply to students who have passed less than 80% of the subjects included in the programme of study of the preceding academic year.

## Article 7 Period of Operation

1. The period of operation of the Student Hall of Residence is from 1<sup>st</sup> September to the last working day of July of the corresponding academic year.

2. The Student Hall of Residence closes during the whole month of August for maintenance and cleaning activities. Thus, accommodation during that period shall only be authorised under exceptional circumstances and through a formal request submitted by the resident until the 1<sup>st</sup> of July, after the reasons for the request have been examined case by case, whereby the resident must pay the amounts set annually by the Student Welfare Committee (CAS) for short-term stays.

3. The above-mentioned authorisations shall be exclusively granted to those who have had accommodation in the preceding academic year.

## Article 8 Entry into the Hall of Residence

1. The resident's admission is formalised by the signing of the Accommodation Agreement.

2. Through the Accommodation Agreement, students must make a single payment of an amount stipulated annually by the CAS and which applies to all residents, regardless of whether they are scholarship holders or not.

3. The entry into the Student Hall of Residence is carried out on any working day of the week, from 9:00 am to 12:00 pm and from 2:30 pm to 5:00 pm, upon presentation of the Accommodation Agreement.

4. Any entry outside the stipulated hours (including weekends) is subject to prior authorisation.

5. After having moved into the Hall of Residence, the student shall ask the Head of Accommodation, if necessary, to provide the material made available to him/her, mainly: 1 bath towel, 1 hand towel, 1 pillowcase, 2 bed sheets, 1 blanket and a pillow.

## Article 9 Payment of Monthly Fee

1. The resident will have to pay a monthly accommodation fee according to his/her conditions, the amount of which is set by the CAS for each academic year.

2. Residents' monthly fees are paid in advance, until the 8<sup>th</sup> day of the month to which they relate, at the Treasurer's Office of the SAS/IPS.

3. The payment of monthly fees starts on the admission date stated on the Accommodation Agreement and ends in July of each academic year, unless the resident wishes to leave earlier and informs the SAS/IPS, giving at least 15 days' prior written notice, otherwise he/she will have to pay another monthly fee.

4. Scholarship-holding residents must always pay the full monthly fee, regardless of the admission date, since they receive their scholarship grant; non-scholarship holders shall only pay half the monthly fee if they are admitted after the 15<sup>th</sup> (included) of each month.

5. If the resident occupies a single room, an extra charge is added to the monthly fee, for an amount set annually by the CAS and which applies to all residents, regardless of whether they are scholarship holders or not.

6. The payment of accommodation in September is calculated on the basis of the monthly fee paid in the preceding academic year, whereby the resident must pay the amounts set annually by the CAS for the corresponding month.

7. Students incorporated in EU or non-EU mobility programmes pay, upon their entry into the Student Hall of Residence, 2 full non-refundable monthly fees.

# Article 10 Consequences of Non-payment of Monthly Fees

1. The unjustified non-payment of monthly fees within the deadlines specified in Article 9 hereof, entitles the SAS/IPS to suspend the right to accommodation for that very year or for a future year, subject to the payment of any outstanding monthly fees.

2. Outstanding monthly fees are calculated on a half-yearly basis for non-scholarship students, and on a monthly basis for scholarship students (whose scholarship grant shall be suspended in the event of non-fulfilment ascertained under the above-mentioned terms; suspension ends when the scholarship student has settled all outstanding amounts, upon which he/she will receive the corresponding backdated allowances).

#### Article 11 Maintenance and Use of the Goods

1. The state of preservation of private and common areas and of all the material/ equipment made available to the resident shall be recorded in writing and checked by both parties.

2. The installation of any equipment owned by the resident inside the room, mainly fridges and televisions, must be previously authorised by the maintenance officer. Personal computers are an exception to this rule.

3. All residents are strictly forbidden to use heating appliances in their room, for their use is considered unnecessary and potentially dangerous.

4. The use of candles, incense and similar products inside the Student Hall of Residence is also forbidden for safety reasons.

#### Article 12 Leaving the Hall of Residence

1. At the end of the period of operation of the Student Hall of Residence, residents' personal belongings must be removed in order to leave the rooms and other facilities completely empty.

2. The previous paragraph does not apply to the personal belongings of students coming from the Autonomous Regions of Madeira and Azores and from PALOP countries, who may request to leave them duly packed and labelled in a place designated by the Head of Accommodation.

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3. Residents must hand in all the material they requested upon entry, pursuant to paragraph 5 of Article 8, directly to the Head of Accommodation from 9:00 am to 12:00 pm and from 2:30 pm to 5:00 pm. Should the resident leave on a non-working day, such material must be handed in on the working day immediately preceding it, during the above-mentioned hours.

4. The SAS/IPS do not take responsibility for any object left at the Student Hall of Residence pursuant to the previous paragraph.

5. Private and common areas and all the material/equipment made available to the resident must be left in good order and condition;

6. After leaving the Student Hall of Residence, the resident must indemnify the SAS/IPS for any loss or damage caused during his/her stay.

#### Article 13 Personal Liability of the Residents

1. Any resident who causes damages to the Student Hall of Residence, as well as the wear and tear and/or misplacement of equipment shall incur personal liability.

2. The resident in question must identify him/herself immediately in order to rectify the situation as soon as possible.

3. If the culprit cannot be identified, the responsibility to rectify the situation shall fall upon:

a) the occupants of the room, if the damage was caused inside it;

b) the residents who use the same bathroom, attached to the fraction to which the room belongs;

c) all the staff members of a given kitchen, pursuant to Article 20, if the damages were caused to the latter;

d) all the residents in the remaining cases.

4. In all cases, any damage must be repaired as soon as possible so that the other residents are not affected by it.

5. The SAS/IPS are not liable for any loss, damage or theft caused to the resident's personal belongings.

6. The SAS/IPS are liable for any damage or breakdown that occurs in the Student Hall of Residence or in its equipment owing to normal wear and tear.

### Article 14 Rights and Duties of the Residents

1. Residents have the following rights:

- to safeguard their physical and mental integrity and ensure that their privacy, study hours and exam periods are respected;

- to full enjoyment of all the areas and equipment made available to them;

- to choose their roommate, if at all possible;

- to choose their kitchen, if at all possible;

- to participate or not, if they wish, in parties, gatherings, recreation, cultural or sports activities organised by or for residents;

- to call upon the CR to resolve any problem;

- to exchange the requested materials for the used ones at the laundry once a week, on the days and within the hours in force for that purpose.

2. Residents have the following duties:

- to comply and ensure compliance with these regulations, as well as with other directives issued by the SAS/IPS;

- to respect both residents and visitors, as well as the members of the SAS/IPS staff and everyone working at the hall of residence;

- to pay the monthly fees or other charges payable to the SAS/IPS within the specified deadlines;

- to contribute to the good environment and operation of the Student Hall of Residence, both indoors and outdoors, dignifying its good name and that of the residents;

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- to safeguard the property of the Student Hall of Residence and not damage or take possession of third party property;

- to refrain from performing illicit activities, as well as any other actions that may disturb the normal life of the other residents;

- to refrain from smoking inside the Student Hall of Residence;

- to refrain from consuming alcohol, except in the situations foreseen in Article 18 hereof;

- to refrain from assigning or sharing their room, for whatever purpose, with third parties;

- to inform the staff in charge of the Student Hall of Residence - head of accommodation or maintenance officer - of any existing irregularities;

- to clean the room and kitchen so as to ensure good sanitation and health conditions;

- to contribute to the reduction of electricity and water consumption, in order to support the sustainability of the Student Hall of Residence.

# Article 15 Privacy of the Residents

1. For duly justified reasons, mainly for the ascertainment of irregularities, cleaning or maintenance works in the facilities/equipment, SAS/IPS staff or any other person appointed by them, as well as the security officer on duty at the Student Hall of Residence, may enter the rooms at any time, duly respecting the resident's privacy.

2. If that occurs without prior notice or when the resident is not in the room, the people authorised under the previous paragraph must leave a note with the security officer, addressed to the resident, informing that said situation took place in his/her absence, stating the day, hour and purpose of entry into the room.

#### Article 16 Quiet Hours

At the Student Hall of Residence, quiet hours start at 11:00 pm, whereby:

a) from that hour on, there must be no noise or disturbance in the rooms, kitchens and corridors;

b) the doors of the sitting room and to the corridors must be kept shut;

c) phone calls may only be received after that hour in extremely urgent situations;

d) visitors are strictly forbidden to stay in after that hour, except in the situation foreseen in paragraph 3 of Article 17.

## Article 17 Visitors

1. Residents may receive visitors between 10:00 am and 11:00 pm.

2. Visitors may remain in the reserved areas, as long as they are duly accompanied by the resident, and must necessarily leave the premises at 11:00 pm without fail.

3. Visitors staying in to carry out group work are authorized to remain after 11:00 pm, but only in the bar area and study room D1, with possibility of going to the computers room if accompanied by an element of security.

4. Visitors must leave a valid identification document with the security officer, and it will be returned to them when they leave.

5. Visitors may not go beyond the hall unaccompanied by the resident they wish to visit, who will be responsible for them from then on.

6. For duly justified reasons, mainly the disruption of the good environment and operation of the Student Hall of Residence and the improper use of the areas and equipment made available to the residents, the SAS/IPS may forbid the entry of non-compliant visitors for periods to be determined case by case, after hearing the opinion of the CR, although this decision may be taken by the Principal of the IPS and/or by the CAS, through a casuistic analysis of the narrative account of the facts.

7. Should the situations mentioned in the previous paragraph occur, the resident responsible for the presence of the visitor may incur in the disciplinary proceedings foreseen in Article 27 hereof.

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### Article 18 Organisation of parties

1. In order to promote the residents' integration and foster a sound social intercourse among them, the following parties are permitted under the following conditions:

a) freshman welcome, Christmas, Easter and end-of-year parties;

b) parties must be organised by the CR;

c) parties shall be held in the bar and/or outdoor areas and shall necessarily finish at 03:00 am.

2. Parties must be approved by the SAS/IPS, upon proposal by the CR and subject to the presentation of a reasoned plan for them.

3. The above-mentioned plan must state all the aspects that require special authorisation, mainly the quantity and type of alcoholic beverages to be consumed.

4. The CR is responsible for cleaning and tidying up the areas accordingly before and after a party.

5. If the parties prove to disrupt the living environment in the Student Hall of Residence, or if the CR does not return the premises in their original condition and in the event of any other negative factor for the proper operation of the Student Hall of Residence, the SAS/IPS may suspend such activities for an indefinite period of time.

6. Besides the parties foreseen in paragraph 1 of this article, any other entertainment initiatives proposed by one or more residents may be organised, as long as they are authorised by the Head of Accommodation, under the provisions set forth in this article, with the necessary adaptations.

### Article 19 Cleaning and Sanitation

1. The SAS/IPS are responsible for the cleaning and sanitation of the common areas and bathrooms of the Student Hall of Residence, excluding the kitchens.

2. The cleaning and sanitation of the rooms and kitchens is the responsibility of the residents.

3. The kitchens must be cleaned in accordance with the following rules:

a) stoves, benches and tiles must be cleaned daily;

b) rubbish must be disposed of and the corresponding bin washed daily;

c) ovens and other electric household appliances must be cleaned immediately after use;

d) dirty dishes must not be left on the benches nor put away in the cupboards unwashed;

e) fridges must be cleaned fortnightly;

f) freezers must be defrosted every six months, as per the maintenance officer's instructions.

4. The cleaning performed by residents is inspected by the Head of Accommodation of the Student Hall of Residence:

a) every day, for kitchens;

b) once a month, for rooms.

5. If the cleaning turns out to be unsatisfactory, placing the sanitation and health conditions or the preservation of property at risk, the Head of Accommodation shall warn the non-compliant resident(s) (or, accordingly, the kitchen representative). In case of recurrence, the SAS/IPS reserve the right to take measures aimed at rectifying the situation, mainly by temporarily closing down the non-compliant kitchen.

### Article 20 Kitchen Staff

1. The staff allocated to each kitchen are duly identified in a list to be prepared at the beginning of each academic year and posted on the relevant notice board.

2. Their allocation must take into account:

a) the occupancy rates of each kitchen (per block), in accordance with the table approved by the SAS/IPS;

b) the occupancy priority given to the residents of the corresponding floor.

3. Except in extraordinary circumstances, the posted list is considered valid for a full academic year; any changes must be immediately reported to the Head of Accommodation and, at the same time, the person in charge of the kitchen must update the corresponding list.

#### Article 21 Kitchen Representatives

1. The staff of each kitchen shall appoint a representative, who will be responsible for:

a) preparing the kitchen and fridge cleaning schedule;

b) acting as the kitchen spokesperson at the CR;

c) warning colleagues about any infringement of the rules;

d) managing the information posted on the notice boards (strictly relating to the kitchen or,

in case of emergency, relating to the CR or SAS/IPS);

e) updating the list mentioned in Article 20;

f) applying any measures aimed at ensuring compliance with the kitchen cleaning and use rules, mainly the application of fines, as long as:

- they are discussed and approved by all the kitchen staff members;

- the amounts collected are used to purchase common use goods (mainly small electric household appliances), or for any other similar purpose.

2. The kitchen representative's appointment is the result of a prior discussion among all kitchen staff members, and it is direct if there is only one consensual volunteer. Should there be 2 or more candidates, an election must be conducted in accordance with procedures to be set by the CR.

3. The kitchen representative is appointed or elected, pursuant to the previous paragraph, for a full academic year.

4. Every month, the SAS/IPS shall give each kitchen representative 1 meal voucher which may be freely used in the SAS/IPS Canteen. This benefit shall last for the whole term of office, for a total of up to 10 meals per representative, granted upon the Head of Accommodation's favourable opinion on their performance.

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## Article 22 Residents' Committee

The Student Hall of Residence shall have a Residents' Committee (CR), elected by its peers by secret ballot, made up of 7 residents, 3 of which must be scholarship-holders, having the following composition: a Chairman, a Vice-Chairman, a Secretary, a Treasurer, a Councillor and two substitutes.

#### Article 23

#### **Competencies of the Residents' Committee Members**

- 1. The Chairman is responsible for:
- representing the CR at the SAS/IPS;
- representing the CR in any public act;

2. The Vice-Chairman is responsible for:

- collaborating with the Chairman in the performance of the duties assigned to the position;
- replacing the Chairman in the event of absence or impediment;
- 3. The Secretary is responsible for:
- preparing the minutes of the general resident meetings;
- disclosing their content and/or other information deemed important;
- replacing the Vice-Chairman in the event of absence or impediment;

4. The Treasurer is responsible for:

- managing income and expenses;

- preparing the quarterly and annual reports and accounts to be presented to residents and to the SAS/IPS, as well as all the supporting documents;

- 5. The Committee Member is responsible for:
- collaborating with the other members in the performance of their duties;
- replacing the Secretary or the Treasurer in the event of absence or impediment.

The substitutes are responsible for:

- replacing the Councillor in the event of absence or impediment.

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#### Article 24

#### Competencies of the Residents' Committee

The CR is responsible for:

a) representing residents at the SAS/IPS;

b) proposing changes to these regulations and supervising their fulfilment;

c) gathering its members together at least once a month;

d) preparing the plan of activities for the academic year and submitting it to residents and the SAS/IPS for approval, striving for its fulfilment;

e) contributing to the settlement of disputes between residents through concrete actions;

f) determining the people responsible for material damages, notifying the SAS/IPS;

g) participating in the monthly meetings with the SAS/IPS, in order to intervene actively in the assessment of general interest issues which may change or affect normal accommodation conditions;

h) proposing and developing initiatives aimed at keeping the Student Hall of Residence in the most appropriate conditions of use and fostering a sound social interaction and comradeship among residents, for which purpose it may resort to the aids provided by public and private bodies;

i) welcoming and orienting students integrated in EU and non-EU mobility projects and programmes;

j) pronouncing itself on the management of the bar;

stipulating a weekly timetable for resident support services provided by one or two staff members;

k) summoning resident meetings at least once every quarter, where:

- decisions are valid regardless of the number of participants;

- the Chairman has a casting vote in the event of a tie;

I) organising the election of the next CR, remaining in office until the end of the election process;

m) pronouncing itself on all disciplinary matters that may arise.

# Article 25 Election Process

1. The term of office of the CR is one year, and the former committee may be re-elected.

2. The election of the CR must be held in January of each academic year. The lists of candidates must be presented until the 5<sup>th</sup> and the election campaign must be conducted during the second week of the same month.

3. The election committee must comprise a representative of the SAS/IPS, a member of the CAS and a member of each list of candidates.

4. The whole election process, as well as the candidate plan of the winning CR must be approved by the SAS/IPS.

# Article 26 Termination of Office

The CR terminates when:

a) the elected CR takes office, which must always occur up to 15 days after the election;

b) 3 members leave, in which case early elections must be conducted;

c) at a general meeting summoned for that purpose, with the presence of at least 25% of the residents, its discharge is decided by an absolute majority of the votes.

## Article 27

#### **Non-compliance Situations**

1. Non-compliance with the provisions set forth herein shall result in the initiation of disciplinary proceedings which may impose the following sanctions, according to its severity:

a) verbal warning;

b) written warning;

c) suspension of the right to accommodation during that academic year;

d) loss of the right to accommodation during the whole course.

2. Disciplinary proceedings are conducted by the SAS/IPS, and the CAS has exclusive competence to apply punishments in the form of written warning, suspension and loss of the right to accommodation.

3. Verbal warnings may also be given by the CR.

4. In justified cases, SAS/IPS can apply punishment in form of written warning, subject to subsequent ratification by CAS. The application of punishments in the form of written warning, suspension and loss of the right to accommodation shall always be preceded by a written procedure, the hearing of the non-compliant resident and of the opinion of the CR.

## Article 28 Final Provisions

1. These regulations were approved by the Student Welfare Committee of the Polytechnic Institute of Setúbal at a meeting held on 8<sup>th</sup> February 2000, and were reviewed and amended on 16<sup>th</sup> July 2008, after consulting the Residents' Committee, becoming effective on 1<sup>st</sup> October 2008.

2. Unawareness of the provisions set forth herein cannot be invoked to justify noncompliance by residents.

3. The cases not foreseen by these regulations or any other doubts as to their interpretation shall be resolved by order of the SAS/IPS, after consulting the CR.