

# “THE FACTORY RESIDENCE HALL” INTERNAL REGULATIONS

## PREAMBLE

Art. 1.- The aim of these internal regulations is to ensure correct cohabitation between residents and the appropriate running of communal services, health, hygiene and security, as well as the peacefulness of the premises and the residents in areas of private and communal use.

Art. 2.- “The Factory Residence Hall”, hereafter the Residence, is governed by the applicable regulations and the current Internal Rules.

Art. 3.- Residents are those persons who have been admitted to the Residence and have fulfilled all the necessary administrative procedures required for their admission. The acceptance of the condition as a resident entails the acceptance of the rights and obligations detailed in the current regulations and any other applicable norms.

## TITLE I: REGARDING ADMISSION

Art. 4.- To request the enrollment in the Residence the duly completed application form should be presented. Even though the Residence is aimed at university students, preferably from IE University, it can also provide hosting to students from other universities or centers and their teachers.

Those Residents who benefit from the Social Security system shall bring a copy of their medical card, and other residents shall bring a copy of their private medical insurance card to ensure and facilitate that they can receive the corresponding services in the event of any medical attention they may require.

The simple request of a place does not give the right to book a place; rather, confirmation from the Residence and payment of the deposit-booking fee by the applicant is required. The Residence reserves the right to refuse admission, assigning places by chronological order of the pre-booking and the payment of deposit. Following this, the resident shall fill in and sign the Residence contract and accept the current regulations or the one replacing it in the future.

The deposit-booking fee will be returned, always discounting the corresponding management fee, when requested three months before the start of the contracted period, i.e. before May 31<sup>st</sup> if the booking is for a whole course period, that normally starts on September 1<sup>st</sup>.

The allocation of a place is preferably done per full academic year which is specified by the university at each annual call, which generally runs from September 1<sup>st</sup> to May 31<sup>st</sup> of the following year, responding to semester or other periods requests in case of availability of places. The Residence will be close during Christmas and Easter holidays, although it will remain open until one day after the start of the holiday period and one day before the start of the classes, as indicated in the calendar of each academic course in which the public holidays with reduced services are also included.

**Art. 5.- Those Residents who wish to extend their stay in the Residence for the following academic year shall inform the Residence Management before the established date** each course, paying the corresponding deposit at the same time, being possible to use the deposit from the previous year. **Otherwise, it shall be understood that the place has been rejected.** Priority in the booking of a place shall depend on the resident's track record, and if relevant, the number of courses previously attended, as well as the chronological order of the pre-booking and payment of the deposit. Said priority will be valid to stay in the same room or in another that has not been booked by its previous occupant.

In any case, the Residence Management reserves the right to renew the resident's place or not, according to their previous track record and to whether or not they have adhered to the Residence internal regulations and other norms.

A waiting list could be created for applications that did not obtain a room when applying and will be maintained until October 1<sup>st</sup>. Access to the waiting list requires the input of the information needed and the payment of the corresponding amount. Reservations will always be allocated by order of application. If a room could not be granted within the indicated period, the amount of the reservation will be refunded. In case of allocation of a room and resignation from the resident, that amount would be lost.

## **TITLE II: REGARDING THE FINANCIAL CODE**

Art. 6.- The prices for the academic course, the way of payment and the amount of the deposit shall be established by the Residence Management. **Quotas shall be paid in advance according to the system and the periods chosen when signing the contract.** The resident and their guarantor undertake to pay for the services for the contracted period, regardless of the means of payment. The stay in the Residence shall be determined by the fulfillment of timely payments by the resident.

Art. 7.- Residents staying in the Residence for less than the full academic year shall have different prices for both the accommodation and the services provided. These shall be paid according to the terms established, calculated per day or month, as long as places are available and the application has been accepted by Management.

Art. 8.- **The deposit shall serve as a booking fee and a guarantee of repairs for any possible damage to goods or installations of the Residence, incurred as a result of incorrect use. The deposit shall only be returned to those residents who have stayed in the Residence for the duration of the contract, once any charges or compensations that may have arisen have been deducted.**

**The withdrawal or departure (voluntary or as a result of temporary or definitive expulsion from the Residence) of the place in the Residence shall not entail the return of the deposit or of the payments made. Nor shall it exonerate the resident from the commitment to pay the fees for the duration of the contract, the pending payments or arrangements of their responsibility, except in the event of force majeure.**

## **TITLE III: REGARDING THE SERVICES OF THE RESIDENCE AND THE RIGHTS AND DUTIES OF THE RESIDENTS**

Art. 9.- The Residence provides the following services:

- Single or double room.
- Full bathroom.
- Cold and hot running water.
- Heating.
- Bedding and towels.
- Weekly washing of bedding and towels.
- Daily room cleaning service, except weekends and bank holidays.
- Launderette equipped with credit card or coin-operated washing machine and tumble dryer.
- Study room.
- Video and TV room.
- 24-hour reception service.
- Cable internet connection in most rooms and WIFI on the premises.
- Mini-fridge, safe and TV in the room (optional at an additional fee).
- Cultural, sports and recreational activities.

Accommodation includes breakfast and dinner, from Monday to Friday, except local, autonomic and national holidays, at designated times. It is not allowed to take food from breakfast and dinner to eat outside the dining. Any other type of meal shall be at the resident's expense. Any specific dietary needs shall be notified prior to the allocation of a place and authorized by Management. Meals shall only be served in the room in the event of illness, which shall be immediately communicated to Management. Management shall not issue illness certificates.

The Residence has a car park with a limited number places for residents at an additional cost. Use of said car parking facility shall depend on the conditions agreed between the resident and Management. The Residence does not guarantee car parking availability to all its residents, or access to said car park at all times, but only when there are available spaces. The Residence is under no obligation to search for any alternatives once all available spaces have been filled.

Art. 10.- The Residence Management shall have the active participation of the residents to guarantee the following rights in the Residence, by taking into account the nature of the establishment and calling upon civic behavior and respect towards fellow residents: The right to:

- Respect, cohabitation, dignified treatment, diversity and no discrimination.
- Freedom without infringing upon the freedom of others.
- Intimacy.
- Receive the services stipulated in the conditions established.
- Rest and silence during the nocturnal hours.
- Receive visits during the established hours.

Art.11.- Residents shall meet the financial duties derived from their stay in the Residence as well as respect the internal regulations, and respect and cohabitation regulations established in the current rules and any other applicable norms.

#### **TITLE IV: REGARDING THE INTERNAL CODE**

Art. 12.- The Residence Management shall assign a place in a room to a resident. The change of rooms shall only be granted for justifiable reasons and only when there is available space and agreement between residents, and authorization from Management.

Art. 13.- **The Residence Management reserves the right to enter the rooms, apart from daily cleaning purposes, whenever for safety reasons or violation of the regulation, and/or for emergency purposes, in addition to maintenance, including in this case the disconnection of lights and equipments, and the closing of water, doors, windows, etc. that the resident has left in his absence in inadequate conditions.** Although the non-disturb signs will be respect to the most, if they stay continuously, apart from clarify with the resident, **the cleaning staff will enter the room at least once a week coinciding with the change of bed linen and towels.**

Art. 14.- **For security reasons the use or installation in the room of candles, stoves, heaters, microwaves, kettles, air fryers, coffee makers, and any electrical or electronic equipment that has not been authorized by the Residence Management is prohibited. Objects or equipment that are forbidden or a nuisance to residents shall be removed.** The installation of objects in shared areas, especially musical devices and components, without previous consent from the Management, shall be removed.

Art. 15.- **The manipulation or alteration of operating detection systems and fire alarms, both in the rooms and the common areas of the Residence, is prohibited except in actual emergencies, particularly the smoke detectors in the rooms. The handling of switchboards and other electrical or electronic equipment, such as WIFI antennas, Swift, security cameras, etc., is also prohibited and should be only handled by the Residence's staff and qualified technicians.**

Art. 16.- Animals or pets are not allowed in the rooms or shared areas of the Residence.

Art. 17.- The tidiness and cleanliness of the Residence must be maintained to the utmost standard, both in rooms and shared areas.

Residents shall leave their room tidy and available for the daily cleaning service. If the resident hinders or does not collaborate with this service, Management will be notified.

It is prohibited to place any objects on the bedroom window-sill.

**It is not allowed to stick or hang items, pictures or led lights, nor making holes in the walls of the room.** In case of marks in the wall, we will have to paint the whole wall, and the cost would be charged to the resident.

Any notification of damage or repair must be made at the Residence reception, as soon as known. The replacement of furniture, trousseau or settlement of damages for improper use of the resident, shall be borne by the resident, according to the replacement or arrangement prices established by the Residence.

Art. 18.- At the end of the stay, **the room must be tidied and ready to check by the Residence staff at less 5 days before the resident's departure in order to assess the condition of the room and determine possible arrangements, substitutions or repairs that were necessary, whose cost will be deducted from the deposit paid when they are the result of a misuse by the resident.**

Residents shall leave their room free and take all their personal belongings with them. The storing of objects within the Residence is not allowed, except for luggage, in the areas enabled for this purpose, previously authorized by Management, which will be free of charge in the event of a return to the Residence or by paying the corresponding rent otherwise. **Management shall dispose of all abandoned objects, on the presumption that the resident has rejected their possession.**

Art. 19.- The Residence does not take responsibility for any object or money which could be stolen within the premises. Nor will it take responsibility for any possible damages or thefts that may occur in the vehicles parked in the car park.

## **TITLE V: REGARDING COHABITATION**

Art. 20.- In the Residence it is strictly forbidden for a resident to enter a room that is not theirs without express authorization from the resident whose room they want to enter. **The regular resident of a room is personally responsible for any action which, infringing on the regulations is carried out in said room.**

In addition to the residents, only authorized visitors can use the services and facilities of the Residence. **Visitors cannot access or stay in the rooms or shared areas before 10 a.m. or after 10 p.m. without express authorization from Management. Relatives or friends overnight stays in the residents' rooms must be authorized by the Residence Management and are subject to the payment of the stipulated price,** even not requiring an extra bed. Unless expressly authorized they may only use the dining room for breakfast. In any case, the resident is accountable to Management for the behavior of their guests.

Art. 21.- **Any absence implying that the resident did not spend the night on the premises of the Residence must be notified,** by filling out a sheet in Reception or notifying by telephone if the resident is not in the Residence.

Art. 22.- The facilities, services and shared areas of the Residence are available to all the residents. It is forbidden for any person to monopoly them and to prevent others from using them except for authorized events or activities. The use of facilities and services must respect the rights

of others to study, work and rest. The screening schedule defined by the Management at the request of the residents shall always take priority in the screening room.

**Art. 23.- It is strictly forbidden to smoke, bring in or consume alcoholic beverages, drugs or narcotic substances of any type in all rooms of the Residence.**

Art. 24.- Gambling games involving money bets are not permitted.

Art. 25.- Suitable clothing must be worn at all times in shared areas. The use of material that could be offensive to personal dignity, and crude, aggressive or discriminatory behavior is not permitted.

Art. 26.- It is strictly forbidden to encourage or play practical jokes. A record shall be opened on any resident who plays distasteful jokes that degrade or bother other residents, or that go against the order and peace required for rest and study. In any case, these behaviors shall be sanctioned in accordance with the disciplinary regulations in force.

Art. 27.- Residents are not allowed to enter the kitchen, office and machinery areas.

Art. 28.- All motorized vehicles belonging to residents who shall be making use of the Residence car park must be authorized and registered by Management.

**Art. 29.- After 11 p.m. no meetings of any kind shall be held in any of the rooms, and nocturnal silence shall be respected in all rooms in the Residence,** especially in the bedrooms, corridors, stairways and living room. In these areas, and in the study room, residents must not converse out loud and must avoid any behavior that may bother anybody trying to concentrate on study or rest.

**Art. 30.- It is strictly forbidden to hold parties** in the bedrooms, corridors, stairways and shared areas of the Residence.

Art. 31.- In order to give or take individual classes in any subject in the Residence, express authorization must be sought from the Management.

Art. 32.- Regardless of the legal action or any other action that may arise, it is strictly prohibited to:

- Possess, consume or deal in any type of narcotic drugs or substances.
- Possess a weapon of any type.
- Exercise physical or psychological violence or any type of harassment on other people.
- Offend, verbally or in writing, fellow residents or the Residence's staff.
- Sexually abuse or harass another person.
- Steal or take money or any foreign object in the Residence.
- Behave in a racist or xenophobic manner.
- Carry out any activity that may be classified as an offence or crime in Spanish penal law.

Art. 33.- It is strictly prohibited to:

- Behave in a non-civic manner, in or outside the Residence, leading to a deterioration of the image of the Residence, and, in general, to violate the cohabitation regulations in the Residence.
- Refuse to accept the decisions taken by the Residence Management or to systematically oppose the regulations applicable therein.

## **TITLE VI: REGARDING PARTICIPATION**

Art. 34.- Residents could collectively guarantee and participate in the compliance of the internal and cohabitation norms. For this purpose, they can elect from one to three Representatives of the residents who shall be the interlocutor with the Residence to transmit the initiatives and queries

posed as well as the queries that Management shall have regarding the running of services in the Residence and cohabitation amongst residents.

Art. 35.- The Resident's Representatives shall be elected directly by the residents, by majority of votes, amongst the resident candidates freely presented in accordance with the conditions stipulated by the Residence Management.

Art. 36.- Residents, besides through their representatives, shall present to the Residence Management any suggestion, observation or complaint regarding the running of the Residence, the activity of the staff, or the behavior of any resident. In this case, Management shall attend queries formulated informing the representatives or persons concerned, of the measures taken which may be taken in joint meetings.

## **TITLE VII: REGARDING SANCTIONS**

Art. 37.- Any failure to comply with the norms of the internal code and cohabitation, as well as any behavior that disturbs the normal running of the Residence shall be considered as an offence and could be sanctioned by the Residence Management.

For reference purposes and depending on the circumstances and reiterations, hereafter is a list of the type of offence incurred when infringing upon that stipulated in the articles in the current regulations:

- 14, 15, 16, 17, 20, 23, 24, 26 and 30 are considered minor offences.
- 19, 21, 22, 24, 28 and 29 are considered serious offences.
- 25, 31 and 32 are considered very serious offences.
- Likewise, committing three minor offences shall be considered a serious offence in one same year or stay, and a very serious offence for committing two serious offences in one same year or stay.

In addition to the above sanctions, any action or activities that may be classified as misconduct or criminal offense under the Spanish law may be reported to the competent authorities.

Art. 38.- The Residence Management shall warn the resident or residents whose behavior disturbed the normal running of the Residence. If the behaviors are maintained or repeated, when the Residence Management deems the violations of the internal and cohabitation norms to be especially serious, as well as warning the resident, and apply countermeasures as provided by internal regulation, a disciplinary record may be opened.

Art. 39.- **The Residence Management, when the subject requires, will develop disciplinary records that will also be communicated to the parents or guardians of residents and even to the IE University** if they belong to this University. Ultimately disciplinary records may entail temporary or permanent expulsion from the Residence without any economic reimbursement, with loss of the deposit and the obligation to pay both the remaining contracted period and the possible damages that exceed the value of the deposit.

## **FINAL PROVISION**

Art. 41.- Any modification to the current Regulations shall correspond to the Residence Management. This regulation in English is a translation of the original regulation written in Spanish, which will prevail in case of doubt over the English translation.