

# RULES AND REGULATIONS 2023/2024

## 1. GENERAL TERMS

### **ARTICLE 1: ALEGESSEC Membership**

The four ESSEC Business School student residences are managed by ALEGESSEC ("Association pour le Logement des Etudiants du Groupe ESSEC"). The association statutes are available on request.

In order to get an accommodation in one of the residences managed by ALEGESSEC, the applicant student must become a member of the association and pay his/her annual membership fee.

The amount of the annual membership fee is set by the Board of Directors each year and varies depending on whether it is a first-time membership or a renewal.

#### **Common charter of the respect for others.**

It was collectively drawn up after an internal and external consultation process. It applies to the whole Essec community. Everyone must read it carefully, practice it and respect it, on any occasion. Beyond the text that reflects the Essec values and requires their respect, a global process has been built to raise awareness among our community by all means. This means that in all our campuses, whatever his/her status (student, professor, speaker, associate, partner) everyone is aware of it and subscribe to this text and is committed to enforce it

### **ARTICLE 2: Definition of the housing offer**

The following are available to members:

- private accommodation/a furnished bedroom situated:
  - within the living quarters (ranging from 6 to 11 bedrooms) of the "Résidence du Parc",
  - within a two-bedroom apartment (two separate bedrooms and shared sanitary and cooking facilities),
  - within a one-bedroom apartment,
- semi-private accommodation, common room(s), or a two-bedroom apartment.
- the general living areas (meeting rooms, TV room, corridors etc.) specific to each residence.
- compulsory services provided by the association as the residences' administrative manager (maintenance of the building and equipment).

### **ARTICLE 3: Membership criteria**

Accommodation in an ALEGESSEC residence is open to:

- Students enrolled with an ESSEC Business School institution or program,
- Participants in ESSEC Business School international academic programs,
- Other students outside the ESSEC group in Cergy-Pontoise, subject to availability and with the consent of the heads of the association,

In addition, some places are reserved by the Val d'Oise Prefecture and the Cergy-Pontoise Township Federation in accordance with existing agreements.

### **ARTICLE 4: Allocation criteria**

#### Article 4-1 – Criteria

Anyone who meets the eligibility criteria can make the request to have an accommodation within ALEGESSEC residences

Subject to availability, rooms are allotted according to the length of the contracts (the longest contracts have priority), the date of receipt of the complete application and according to an order of priority respecting the following criteria:

- Students who are minors on September 1<sup>st</sup> of the academic year,
- The financial situation of the student (recipients of higher education scholarships from the French Government (CROUS), ESSEC scholarships granted by the programs),
- Geographical origin, priority given to international students, then those from outside the Paris area, then those from some suburbs of the Paris area [77/91/93/94] and then those from the remaining Parisian suburbs plus central Paris [78/92/95/75].

*The allocation rules apply to obtain an accommodation. The choice of the residence on which the accommodation will be allotted is carried out according to the availability of each residence.*

#### Article 4-2 – Terms of housing requests

In order to benefit from the services provided to members of the ALEGESSEC association, any student applying for a room must register directly on the online portal “My housing application”, fill the form and provide the below documents, to formalize his/her application:

- ALEGESSEC association membership form,
- Additional membership clause specifying the length of his/her stay and the 3 residences wishes,
- The credit card information to validate the file (no amount will be deducted before the allocation of accommodation),
- Copy of the ID card,
- For the non ESSEC students, school certificate or any document proving the student status,
- If need be, any documents proving the student benefits from a scholarship,

The online validation of the additional membership clause and the present rules and regulations constitute the occupancy title granted to the student. They set out his/her contractual rights and obligations towards ALEGESSEC, which manages the students' residences as soon as he/she has been assigned a room.

### **ARTICLE 5: Date and mode of occupation of accommodation**

Definitions of the different dates:

- The contract starting date corresponds to the starting date of the invoicing,
- The arrival date corresponds to the date when keys are collected,
- The departure date corresponds to the date when the keys are handed in,
- The ending date of the contract corresponds to the ending date of the invoicing.

The starting date of the contract is the date specified by the member on the reservation portal “My housing application”. It is confirmed by email once the membership fee and the security deposit have been paid. It corresponds to the date of arrival.

The starting date can be postponed or brought forward according to the following provisions, and after the explicit and written agreement with the ALEGESSEC:

- Arrival before the initially scheduled starting date of the contract: Agreement depending on room availability. The starting date of the contract is updated to the desired arrival date.
- Arrival after the initially scheduled starting date of the contract: The postponing without fees is possible within the limit of 14 days in regards to the initial starting date of the contract. After that, the amount of the rent is due.

The member can request to postpone or bring forward the date many times but the initial starting date of the contract remains the reference basis to apply to the afore mentioned provisions.

When he/she arrives, the student checks the state of his/her room, of the semi-private spaces and the equipment available to him/her. He/she should state all damage on the digital "room inventory" form on the portal "My housing account".

A bedroom is made available to each member of the ALEGESSEC association for the duration of his/her choice, as confirmed in the additional clause to the contract and upon receipt of the annual membership fee, security deposit, and monthly fees payment, as stipulated in articles 18,19, 20, and 21 of the present rules and regulations.

The student member of the association only can occupy the room allocated. He/she is free to have visits, however, the right of visit does not give the right to accommodation.

If the student does not comply with these clauses it will result in the possible application of sanctions (cf. article 32).

**The allocation of an available room is subject to the formal signing in advance of a MULTI-RISK ACCOMMODATION/CONTENTS INSURANCE POLICY by the student member, who must also put it on his/her ALEGESSEC portal in order to obtain the keys to his/her room.**

During the 3 days after the access means have been handed over, the student must validate the inventory form on his/her housing account. If he/she does not validate the inventory form within the required time it will be taken as an acceptance of the conditions of the room. Any damage not indicated upon occupation of the room will be charged when the final inventory is carried out at the end of the occupancy.

**The access means are handed over during the opening hours of the ALEGESSEC offices.**

**Outside these hours, fees for an arrival outside opening hours will be charged.**

## **2. ORGANIZATION OF COLLECTIVE LIFE**

### **ARTICLE 6: Representation of members**

#### ***Responsibilities of representatives:***

The role of representatives consists of the following:

- Representation of all student members at ALEGESSEC Board and General Assembly meetings, as board and council members,
- Communication of issues expressed by student members regarding collective life,
- Proposal of potential improvements to living conditions.

#### ***Designation of representatives:***

The members of each residence will elect, for 1 year and for all procedures deemed necessary, nine incumbent representatives and nine deputy representatives. These representatives will participate in the ALEGESSEC Board and General Assembly.

The number of representatives for each residence will be divided in the following way:

The Parc residence: 2 incumbents – 2 deputies

The Linandes residence: 2 incumbents – 2 deputies

The Hauts de Cergy residence: 3 incumbents – 3 deputies

The Port residence: 2 incumbents – 2 deputies

They may also be assisted by students in charge of the internal running of each residence.

### **ARTICLE 7: Use of collective areas, semi-private areas and facilities**

#### **a) Communal areas**

Collective areas correspond to all non-private areas accessible to all student members.

These areas are the responsibility of all student members.

They are collectively responsible for all facilities and furnishings available to them in the collective areas.

In the event of damage or deterioration caused by students in collective areas, an estimation of the necessary repair works will be made and invoiced, for payment by the student(s) identified as responsible. If their identity cannot be found out, the entire group of students occupying the residence and the time of the incident(s) will be invoiced.

A specific room per residence is available to students for event or parties.

The number of participants is limited to 30 people.

Its availability must be subject to a prior request via the ALEGESSEC portal and must be sent to ALEGESSEC at least 48 hours before the event.

Only student members of ALEGESSEC living in the residence planned for the event can make such a request.

Under no circumstances will a request to hold an event in a residence be accepted if an event is already due to take place on the same day on the ESSEC campus or in another residence.

An inventory of the room will be carried out before and after the event. At the end of the event, the room must be clean and tidy.

Any necessary repairs will be invoiced to the people in charge of organization of the party/event or, if there is not any responsible, to all occupants of the residence concerned. The cost of any repairs will be added to the following monthly fee payments or, deducted from the beginning-of-year security deposit.

- On Friday evenings and at the weekend, the use of the room may not go beyond 2am.
- From Sunday evenings to Thursday evenings, the use of the room may not go beyond 10.30pm.
- Silence and quietness must be maintained in the collective areas during the daytime.

The use of the multi-gyms at the residence is subject to students respecting the charter stipulating the rules and behavior in the multi-gym(s) and laid out by the "Bureau des sports du groupe ESSEC". This charter is displayed in each multi-gym (cf. appendix 1).

The use of service lifts is strictly forbidden.

In accordance with the November 15<sup>th</sup> 2006 decree concerning smoking, it is strictly forbidden to smoke in any collective or semi-private areas.

The ALEGESSEC reserves the right to close the rooms, for any safety reasons, degradation or abuse.

## **b) Semi-private areas**

Members of the Parc residence may use the semi-private areas of their living unit to organize social events.

A prior request must be made by the referent of the members of the living unit, after consulting his/her roommates, via the ALEGESSEC portal, and must be transmitted to ALEGESSEC at least 48 hours before the event.

The number of participants is limited to 30 people. Those in charge of the organization will be responsible for all occurrences during the event and the behavior of all participants. They will ensure the cleaning of all areas and the respect of living, sleeping and working conditions for all other occupants. Only requests from residents of the living unit where the event is to be held will be accepted. Under no circumstance will a request be accepted if it is planned simultaneously with an event on the ESSEC campus or in another residence.

1. On Friday evenings and on the weekend, use of the room for the social event may not go beyond 2am.
2. From Sunday evening to Thursday evening, use of the room for the social event may not go beyond 10.30pm.
3. Silence and quietness must be maintained in the semi-private areas during the daytime.

## **ARTICLE 8: Safety**

Access to each residence is protected by an access control system. An emergency number is also available to residents.

Students are required to meet visitors in the entrance hall.

Each student is responsible for the behavior of his/her visitor(s) in ALEGESSEC residence.

Any loss of means of access, badge or key, to a residence must be reported immediately to ALEGESSEC.

Residents must also report any unusual incidents/behavior to a member of ALEGESSEC staff.

Residents must take part in the fire drills regularly organized by the association and are required to respect the safety instructions displayed in each residence.

All fire-prevention and safety facilities and materials are the responsibility of the residents.

Any vehicle parked on the residence's car parks must be covered by a valid insurance.

**Any misuse of safety equipment (e.g. fire extinguishers, key boxes, manual triggers ...) will be dealt with very seriously.**

It is forbidden to keep objects on outside windowsills.

The presence of illegal substances or those of a defensive/offensive nature (including 6<sup>th</sup> category firearms) is strictly prohibited.

#### **Article 222-37 penal code**

Transport, possession, offering, sale, acquisition or illegal use of drugs is prohibited in accordance with Article 222-37 of the Penal Code.

### **3. RULES FOR OCCUPATION OF ROOMS AND SEMI-PRIVATE AREAS**

#### **ARTICLE 9: Responsibility**

Each student member is individually responsible for the furniture and fittings available within his/her private living area.

Students sharing semi-private living areas are collectively responsible for the furniture and fittings made available to them.

In the event of damage or deterioration caused by residents or their guests in the bedrooms and semi-private areas, an estimation of the cost of repair will be paid by those responsible.

#### **ARTICLE 10: Equipment**

Any alteration to the electrical equipment, the water distribution and drainage system, the heating, the ventilation or any furniture and fittings is not allowed. The buildings are fitted with private extensions for each resident, so the installation of a personal telephone line is not authorized.

For safety reasons, the electrical equipment of the members must comply with the European standards CE and French NF in force.

It is strictly forbidden to add electrical appliances such as refrigerators, freezers, washing machines, tumble dryers, dishwashers, or big furniture (bed, wardrobe ...).

#### **ARTICLE 11: Furniture and fittings made available to residents**

Any furniture and fittings available on the premises must be restored to the place in which they were found and in good condition.

Any loss, breakage, or deterioration of materials in a bedroom/semi-private living area (kitchen, bathroom, showers, toilets etc.) will be evaluated and the cost of repairs will be deducted from the beginning-of-year security deposit. An inventory is carried out at the beginning and at the end of a student's occupancy.

Each student resident must indicate to ALEGESSEC any malfunctioning of materials or equipment made available to him/her. Maintenance is carried out by ALEGESSEC free of charge, except in the event of deliberate misuse.

#### **ARTICLE 12: ALEGESSEC intervention**

ALEGESSEC owns a copy of each access mean. Student residents must leave access to their room/semi-private living area free on all occasions for safety or maintenance reasons, with a notice, except in case of emergency.

**Any request for technical intervention via the Alegessec portal or by email, leads to a tacit authorization to enter the room of the member.**

### **ARTICLE 13: Temporary or permanent loss of access means**

When a student has forgotten or lost his/her access mean, he/she may ask for the copy from ALEGESSEC during administrative hours.

In the event of an access mean simply being forgotten, ID or a deposit will be requested.

In the event of permanent loss, the cost of the new access mean will be debited directly on the monthly fee (cf. fee indicated on the inventory form).

In the event of losing/forgetting an access mean at night, at the weekend or on a public holiday, the student resident may contact the security office personnel who will send someone to open up. The cost of the operation, plus the possible replacement of the access mean will be covered by the student and debited directly (cf. tariff on the form given to the student by the security staff).

In the event of a student repeatedly forgetting an access mean, ALEGESSEC will invoice administrative costs on the student's monthly fee (cf. rate chart on the inventory form).

### **ARTICLE 14: Rules of life at the residence**

Events or parties are prohibited in the private and semi-private living areas.

Silence and quietness must be maintained in the private and semi-private living areas during the day. Each student resident must ensure that the working conditions of their fellow students are not disturbed at all times of the day.

The cleaning of private living areas is of resident's responsibility.

The cleaning of semi-private living areas (excluding the "Résidence du Parc") is also of resident's responsibility.

The semi-private living areas of the "Résidence du Parc" must be kept in good condition collectively.

Rubbish bins must be emptied and sorted every day and must not be left in the corridors or living areas.

It is strictly forbidden to leave garbage in the corridors and/or staircases

Trolleys are strictly forbidden in the residence.

All species of animals are forbidden.

Doormats outside the room in the corridor are forbidden.

Bicycles must not be left in private, semi-private, or collective living areas, but in the premises designed for bicycle storage. Each bicycle must be clearly marked with the owner's name.

If a student does not comply with this rule, ALEGESSEC will apply sanctions to him/her.

### **ARTICLE 15: Theft, loss, deterioration**

The association insurance policy only covers the contents belonging to the association and its civil responsibility.

The association is not responsible in the event of theft, loss, or deterioration of the personal belongings of residents.

Residents are covered by their own contents/accommodation insurance (cf. article 5)

## **4. ACCESS TO THE RESIDENCES COMPUTER NETWORK**

### **ARTICLE 16: Rules for use**

For all residences, the provision of an internet access is subject to the rules of good practice detailed in the contract of the service provider.

### **ARTICLE 18: Access procedure**

For all residences, the access procedure is subject to contracting of a paid subscription between the member and the access provider. The general conditions of sale are detailed in the standard contract of the service provider.

## **5. FINANCIAL CONDITIONS**

### **ARTICLE 18: ALEGESSEC association annual membership fee**

Each member of the association must pay for the annual membership fee. The amount of the membership fee (see rates table) is set each year by the board and varies depending on whether it is a first-time membership or a renewal.

The payment of this annual membership fee is carried out by a credit card once a room has been assigned by the ALEGESSEC.

### **ARTICLE 19: Monthly fee**

The monthly fee is set each year by the board. The amount decided takes into account the conventions agreed with the State and the property owner.

The monthly fee is consisting of the monthly rent, fixed charges, and a rent complement.

Included in these three are:

- Contribution to monthly fee and service charges paid by the association,
- Operational costs of the association,
- Heating, hot and cold water,
- Electricity,
- Furniture,
- Maintenance work in rooms,
- Technical maintenance of buildings, communal equipment and facilities,
- Cleaning of collective areas,
- Cleaning of semi-private living areas in the “Résidence du Parc”,
- Amortization of various fixtures and fittings,
- Car parks,
- and other expenses necessary for the proper functioning of the residences.

### **ARTICLE 20: Payment of monthly fees**

The monthly fee is due in the first week of every month. Payment of the monthly fee is carried out by a credit card via the online portal “My housing account”. The resident will have the possibility to set up a direct debit with his/her credit card.

In case of non-payment of the monthly fee, reminders will be sent.

From the third reminder, reminder fees will be applied (see fee schedule).

In case of litigation, litigation costs will be borne by the resident (see fee schedule).

Under no circumstances can the final monthly fee be deducted from the beginning-of-year security deposit.

### **ARTICLE 21: Security Deposit**

The amount of the security deposit is set each year by the board (see rates table), it will be charged on the credit card as soon as a room has been assigned by the ALEGESSEC.

The security deposit will be reimbursed, subject to the inventory and on the condition that no collective areas have been misused, all monthly fees have been paid, in the two months following the end date of the contract with ALEGESSEC.

## **ARTICLE 22: Housing subsidy ("APL")**

All residents who meet the administrative conditions of the "Caisse d'Allocations Familiales" (Family Allowance Fund) may apply for "Aide Personnalisée au Logement" (housing subsidy).

The CAF is a public organization allowing the payment of financial benefits of family and social order, the ALEGESSEC is not responsible for its decisions.

The conditions for a subscription file to the subsidy are available on consultation on the CAF website [www.caf.fr](http://www.caf.fr)

The APL is received by ALEGESSEC for the account of the members and is deducted from their monthly fees.

If a student resident supplies erroneous documentation and/or makes an additional application for the APL, ALEGESSEC may, in the two years following his/her departure, reclaim a total or partial reimbursement of the financial assistance received during the period concerned.

ALEGESSEC is in charge of advising the students and help international students in making the request and follow the evolution and process of their file.

A procedure is addressed to all students.

During the process of the file by CAF, the rent is due in totality.

## **ARTICLE 23: Termination of contractual relations**

### **1. End of ALEGESSEC association membership**

In accordance with the ALEGESSEC statutes, membership can be lost if any of these events occur:

- resignation from the association
- expulsion from the association in accordance with article 35 of the present Rules and Regulations.
- expulsion from the Essec Group
- the termination of the occupancy title between ALEGESSEC and the student.
- Death of the member

In case of termination of membership, the ALEGESSEC association membership status shall lapse ipso facto. The student will have to pay the administrative fees and the annual membership fee again if the renewal does not occur in the same academic year.

### **2. Termination of the occupancy title concluded between ALEGESSEC and the student:**

#### **2.1 Termination as of right**

The occupancy title agreed between ALEGESSEC and the student stipulates a period of at least the length of the student's program, and ending on the last day of the month.

The occurrence of the expiry date agreed between the parties terminates the occupancy contract as of right.

#### **2.2 Early termination:**

##### **2.2.1 At the request of the student:**

A student may terminate his/her occupancy contract prior to the ending date, by submitting the Early termination form available on "My housing account" by giving a **1-month prior notice** in accordance with the regulations applying to the student residences.

Any monthly fee is due until the end of the notice period, even if he/she leaves physically the residence before the end of the notice period.

#### 2.2.2 At the request of ALEGESSEC:

ALEGESSEC has the right to terminate the occupancy contract prior to the end of the contract concluded with the student, by written notice sent by registered post with a form for acknowledgement of receipt. The termination will come into effect within one month after the first presentation of the registered post with a form for acknowledgement of receipt, in the event of repeated or serious breach of the rules and regulations or in the event of non-execution by the student of his/her obligations, whether it is a financial obligation or any other obligation.

### 2.3 Common provisions

The termination of occupancy contract implies that the student:

- hands in his/her access means to ALEGESSEC, Résidence du Parc, 7 avenue du Parc, 95020 CERGY-PONTOISE Cedex.
- makes his/her move out inventory together with the ALEGESSEC. In case of contradiction with the check-in inventory and / or degradation, the restoration of the places may be subject to invoicing (see fee schedule)
- pays for any monthly fee due until the contract termination date.

#### **ARTICLE 24: Cancellation of reservation**

A student who applied for membership can cancel his/her reservation request.

- Up to 30 days before the scheduled occupancy date: the security deposit will be returned and a penalty fee equivalent to 50% of the annual membership fee will be charged.
- From 29 days to the scheduled date: the security deposit will be returned and penalty fees equivalent to 100% of the annual membership fee will be charged.

#### **ARTICLE 25: Extension and renewal of the contract**

- 1- Extension (subject to availability of places and updated in the payment of the rents)

During their stay, student residents may ask for extending the length of their stay.

- 2- Renewal of the title of occupation (subject to availability of places and updated in the payment of the rents)

After a stay, or during the stay, the student has the possibility to request the renewal of his contract with Alegessec for a new period.

#### **ARTICLE 26: Change of room**

Any change of room is subject to the invoicing of administrative fees (cf. tariff scale).

The fee will be calculated by pro rata temporis the occupation of each room.

#### **ARTICLE 27: Cancellation/Expulsion**

All fees incurred by the cancellation of a contract, plus the due monthly fees, will be at the cost of the student resident.

## **6. SPECIFIC TERMS**

### **ARTICLE 28: Domiciliation**

Associations created by students of ESSEC Business School may not use ALEGESSEC residences as their headquarters.

### **ARTICLE 29: Obligation of the student resident**

in the event of non-compliance with rules and regulations there may be sanctions laid out in the present document.

### **ARTICLE 30: modification of the present rules and regulations**

The present rules and regulations may be modified upon the decision of the board.

### **ARTICLE 31: Degradation**

Any obvious degradation of material, the premises, or furniture, or any disappearance of material placed under the responsibility of student resident(s) compels the responsible person of this degradation/disappearance to cover the cost of repairs or replacement of the material(s) in question.

### **ARTICLE 32: Sanctions**

Student residents who fail to respect the terms of the rules and regulations may be subject to financial and/or disciplinary sanctions. ALEGESSEC reserves the right not to renew the contracts of student residents who fail to respect the present rules and regulations.

Sanctions may take the following forms:

1. Community work,
2. Reimbursement for repairs
3. Change in another residence, with change of tariff
4. Disciplinary hearing,
5. No readmission at the end of the academic year
6. Disciplinary hearing,
7. Cancellation of contract and expulsion.

- Community work, disciplinary hearing, reimbursement for repairs, change in another residence and or readmission at the end of the academic year may be confirmed by the president and head of ALEGESSEC in the event of non-respect of the conditions of room occupation and semi-private or common living areas or those pertaining to the general organization of common life.

- All official warnings are confirmed in writing to the parents or legal representative of the student concerned if he/she is under 18, as well as the head of the institution/program, whatever the student status.

- Disciplinary hearings are held for serious incidents or a second offence.

In the event of a serious incident or second offence, a commission is set up with members of the ALEGESSEC board: the chairman of the ALEGESSEC board and the director of the institution, as well as two representatives of the student body. Having heard the people concerned (students and heads of the association), the members of the commission decide upon the possible sanctions to be applied, which can go as far as permanent exclusion. This is decided upon by vote, with the chairman of the ALEGESSEC board having a casting vote. The student resident concerned by the hearing may be accompanied by an ESSEC Business School student. In the event of the student being permanently excluded from ALEGESSEC halls of residence, his/her presence is no longer permitted, including as a visitor. The decision of the commission is communicated to the director of the institution in writing, as well as to the program directors and the student's parents or legal representative.

## **ARTICLE 33: PERSONAL DATA**

As part of the housing management of its residences and its internal operations, ALEGESSEC is required to process the member's personal data when applying for housing, during the stay and if applicable at the end of the contract.

Acceptance of this internal regulations constitutes authorization for ALEGESSEC to collect, safe and store the necessary data in accordance with the European regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals concerning the processing of personal data, and the French law "Informatique, fichiers et liberté" n° 78-17 of January 6, 1978 as amended.

The given authorization applies to the processing of personal data, excluding any marketing purposes. The data is under no circumstances provided to a third party, except at the explicit request or authorization of the member.

In addition to the operating services of the ALEGESSEC, the recipients of this data are the financial services of ESSEC of the Association Groupe ESSEC (AGE) and the subcontractors. They are kept complete for a period of 5 years after the last balance of any account, then anonymized and used for statistical purposes.

The ALEGESSEC is committed to take any necessary precautions in order to preserve the security of the data and in particular to protect them against any accidental or unlawful destruction, accidental loss, alteration, distribution or unauthorized access.

The member has :

- A right of access, rectification and the portability of your data,
- A right to limit the processing of your personal data,
- A right to define guidelines relating to the outputs personal data after death.

The member can exercise his/her rights by sending a request directly by email to the ALEGESSEC (alegessec-gestion@essec.edu)

## **ARTICLE 34: LUGGAGE STORAGE**

ALEGESSEC allows its members to benefit from a luggage storage service. The rules of accessing this service are the following:

- The member wishing access to the luggage storage must have made a new housing application, and it must have been validated and confirmed.
- The access request must be made at least 7 days before the departure date.
- The member will have to pay fees for the luggage storage (see Rates list). These fees are refundable, at the member's request, upon the member's actual return to one of the ALEGESSEC residences. The actual return date must be at least 12 months after the previous departure date. The refund request must be made within 3 months after the actual departure date,
- The number of items left in the luggage storage is a maximum of 3 (standard size boxes and/or suitcases),
- If the member does not return within 3 years after the departure, the stored items will be donated to a charity.

Rates 2023/2024 – Prices in €				
	Linandes	Port	Parc	Cergy le Haut
Monthly rent single studio	681	837		655
Monthly rent double studio	585	795		593
Monthly rent couple’s apartment		1052		
Monthly rent ground floor studio called “Smart”			644	
Monthly rent ground or upper floor studio called ‘Lodge”			667	
ALEGESSEC annual membership fee first demand	299			
ALEGESSEC annual membership fee renewal demand	199			
Security deposit (reimbursable)	590			
FEE STRUCTURE 2023/2024 - Prices in €				
Management fees in case of room change ( <i>article 26</i> )	90			
Arrival outside opening hours fee (article 5)	49			
Luggage storage fees (article 34)	89			
Replacement of access badge ( <i>article 13</i> )	25			
Recovery fees in case of non-payment (article 20)	19			
Recovery fees in case of litigation (article 20)	99			
Intervention of ALEGESSEC	From 20 to 90 €			

DEGRADATION	
Damaged floor	Price per tile : On quotation Price per sqm : On quotation Number of tiles or of sqm : .....
Dirty walls and/or ceiling (need to be repainted)	Number of sqm (25 €/m2) : .....
Dismantled furniture	<input type="checkbox"/> 50 €
Damaged mattress	On quotation
Broken blind(s)	On quotation
Damaged door	On quotation
Other :	On quotation

RATES IN CASE OF DEGRADATION OF THE ROOM	
Room not emptied	75 €
Cleaning Package (room dirty)	125 €
Cleaning Package (room very dirty)	250 €
Cleaning Package (room extremely dirty)	375 €
<b>KITCHEN</b>	
Sweeping and cleaning the floors (even under the fridge)	15 €
Non-cleaned or non-emptied fridge and/or freezer	15 €
Hotplate not cleaned	15 €
Dirty sink	15 €
Dirty kitchen shelves	15 €
Trash not emptied	15 €
Non-cleaned or non-emptied bins	15 €
Dirty tables and chairs	15 €
Spots or posters on the walls	15 €
Other :	On quotation
<b>BATHROOM AND WC</b>	
Floor unwashed	15 €
Dirty WC	15 €
Dirty shower	15 €
Dirty washbasin	15 €
Dirty mirror	15 €
Non-emptied or dirty bin	15 €
Other :	On quotation
<b>ROOM</b>	
Non-vacuumed and/or unwashed floor (even under the bed)	15 €
Non-emptied and/or non-dusted closet	15 €
Dirty desk	15 €
Stained mattress cover	15 €
Dirty and/or non-emptied wastebasket	15 €
Dirty bookcase	15 €
Dismantled furniture	50 €
Moved furniture	15 €
Spots or posters on the walls	25 €
Other :	On quotation

# **RULES AND BEHAVIOR IN THE FITNESS ROOM**

1. **As long as you use the fitness room, you must be able to prove your membership to the ESSEC School with a student or a staff member card. The card can be requested at any time by any member of the Sports Office or by a staff member of ALEGESSEC.**
2. Sportswear is required, clean sports shoes, a pair of shorts, T-shirts and sweatshirts. Street wear is forbidden.
3. Before using the apparels, you have to put a towel on them in order to avoid spreading fungus infections and to keep them clean.
4. No smoking and no eating in this room...but don't forget your bottle of water.
5. After using material, please unload the weights or disks and put them away. In order to avoid accidents, weights and dumb-bells must be put away carefully.
6. During courses, you may not train on your own except if the trainer allows it.
7. Shoes are forbidden on the mat, as are chairs and tables. Furniture may not be brought into this room.
8. If you don't follow these rules, you will lose the right to practice any sport and to take part in any sports activities.

**This is your room. Please be respectful for others and for the material at your disposal. Transmit the premises to future classes in the same good condition that you found them.**

**For further information, call the Sports Association at 01 30 30 53 90.**

**Thank you for your attention and understanding. Have a good practice session.**

**Your Sports Association**



## RESPECT FOR OTHERS CHARTER 2022-2023

*The Respect for Others Charter applies to the entire ESSEC community, individually and collectively. On all our campuses, regardless of their status - student, participant, professor, external lecturer, co-worker, or partner - each and every one of us is required to become aware of it, to subscribe to it, to practice it and to respect it on all occasions.*

*This charter was drawn up collectively following a process of internal and external consultation. It is subject to change over time, so please keep it alive!*

*Beyond the text which embodies ESSEC values and requires they are respected, a global process has been developed to sensitize our community by all available means, but also when required, to manage the grievances of a victim and to lend him/her our full support and apply sanctions to the perpetrator(s) of wrongdoing in respect of the principle of proportionality.*

### **The ESSEC Community shares among other values that of Respect for Others.**

The Respect for Others Charter is a **Charter for good conduct** which encourages respect for others' ideas, words, and physical and mental integrity within and outside the boundaries of ESSEC campuses.

**Everybody** should concur to the following principles of behaviour and should commit to exercising them in any circumstances:

- **Adopt a benevolent attitude for those around us in all activities: academic, pedagogical, events, celebrations, professional occasions and on social networks.**
- **Respect each person's right to speak during group work, team meetings, campus events; refrain from interrupting others, from shouting at anyone; speak in turns, ensure that others are offered the opportunity to express their opinion;**
- **Respect the opinions, values and identity of others in their differences** (gender, sexual orientation, age, origin, language, religion, opinions and possible political affiliations, etc.).
- **Refrain from using any hateful, demeaning, sarcastic or contemptuous language**
- **Not use abusive, offensive or rude language, especially avoid sexist and/or lewd remarks; and all other forms of inappropriate behavior.**
- **Not harass others, neither morally nor sexually, with the understanding that it is the person targeted by the comment or behavior who is in a position to judge whether they felt the behavior or comments were insulting or inappropriate.**

**In order to uphold the School's values of respect for others and put them into practice on a daily basis, every student undertakes to:**

**1. BE RESPONSIBLE IN THE PRACTICE OF HIS/HER SEXUALITY**

- Respect the sexuality, sexual orientation, opinions and desires of each and every one of their peers.
- Get clear and active consent of one's partner(s) before any sexual intercourse, fully respect their freedom of choice;
- exercise additional caution where this may be within a festive context, so to be absolutely certain that the sexual intercourse is consensual, and even more so when people are under the influence of alcohol.

**2. INFORM & ACT**

- Report any unfair, offensive or discriminatory situations they may witness.
- Try to convince the victim to report the incident to the school, or inform directly a Respect for Others Referent, who will treat the report in complete confidentiality.
- Remain particularly alert during festive events (integration week-end, sponsorship, student associations recruitment events, BDE parties, ...) and ensure before any such event that each student has been made aware of this Charter and is familiar with the principles it sets out (by reminding them of the existence of the Charter when they sign up for an event, for instance).
- The BDE and the association presidents are responsible for ensuring that the events they organise run properly, whether they are open to all or reserved exclusively for their members.

**3. INTERVENE**

- Step in when he/she witnesses offensive comments against anyone (comments relating to someone's gender, sexual orientation, racial origin, religion, political affiliation, etc.), hurtful comments, sexual harassment, physical assault or moral abuse. When possible, they should step in and help the potential victim. Students should not hesitate to alert the relevant emergency services to manage the situation, including the police or the ambulance service.
- Systematically report any incident they may witness or be a victim of, either via the ESSEC online reporting platform or in person to a Respect for Others Referent, who can assist with this process.
- Inform the victim that psychological support is available from the school's Medical & psychological Unit.

*The Charter is communicated by ESSEC to all students in all programmes. Each student must sign the Charter when entering ESSEC.*

## **APPENDIX - OUTLINE OF THE LEGAL FRAMEWORK**

### **Introductory comment**

The acts described below are considered discriminatory, sexist or violent. They are subject to investigation by ESSEC under the Respect for Others procedure. In the case of criminal offences of which ESSEC is aware but for which the school is not competent, a report is made to the public prosecutor.

**Consent** refers to the agreement that the persons concerned give to each other, in a free and informed manner, in order for an activity of any kind (sexual, festive, associative, professional, etc.) to take place between them. The notion of consent is a basis for the assessment of any behaviour felt to be inappropriate or insulting.

### **Discrimination:**

Discrimination refers to "any distinction made between individuals on the basis of their origin, sex, family status, pregnancy, physical appearance, surname, area of residence, state of health, disability, genetic characteristics, morals, sexual orientation or identity, age, political opinions, trade union activities, real or supposed membership or non-membership of a particular ethnic group, nation, race or religion". (*Article 225-1 of the Penal Code*).

*Under the penal code, discrimination is punishable by 3 years' imprisonment and a fine of €45,000.*

### **Hazing:**

Hazing is "the fact that a person causes others, against their will or not, to undergo or commit humiliating or degrading acts or to consume alcohol excessively, during events or meetings related to the school and socio-educational environment." (*Article 225-16-1 of the Penal Code*).

*In the penal code, hazing is punishable by 6 months' imprisonment and a fine of €7,500.*

### **Defamation:**

Defamation is defined as "any allegation or imputation of a fact which is prejudicial to the honour or consideration of the person or body to which the fact is imputed." (*Article 29 of the law of 29 July 1881 on the freedom of the press*)

*Under the penal code, defamation committed against a person or a group of persons because of their supposed origin, nationality or religion, their sex, sexual orientation, gender identity or disability is punishable by one year's imprisonment and/or a fine of 45,000 euros. (Article 32 of the Law of 29 July 1881 on the freedom of the press)*

### **Sexist contempt:**

Sexist contempt "consists in imposing on a person a comment or behaviour with sexual or sexist connotations, which harms him / her. The act must be degrading or humiliating to the victim, or expose them to an intimidating, hostile or offensive situation. For example, making sexual comments about a woman passing in the street, pursuing her, or making sexual propositions to her. (*Article 621-1 of the Penal Code*). These behaviours do not need to be repeated for the offence to be qualified.

*These acts and attitudes are prohibited and punishable by law (Article 621-1 of the Penal Code): the penalty is a fine for a 4th class offence (€90 in the case of immediate payment and up to €750) or a 5th class fine (up to €1,500) in the case of aggravating circumstances or a repeated offence.*

**Sexual exhibition:**

Sexual exhibition is characterised by the fact of committing an act of a sexual nature or having a sexual relationship in full view of the public. It is considered sexual exhibition to show or impose a part of the body of a sexual nature to others in a public space. *(Article 222-32 of the Penal Code)*  
*In the penal code, sexual exhibition is punishable by one year's imprisonment and a fine of €15,000.*

**Harassment:**

Harassment is "the repetition of comments and behaviour with the aim or effect of degrading the victim's living conditions. This results in consequences for the physical or mental health of the person harassed" *(Article 222-33-2-2 of the Criminal Code)*. It is the frequency and content of the acts that count. These acts can be:

- insults or vexations,
- threats,
- obscene language,
- malicious phone calls, text messages or emails,
- visits to the home or workplace...

Harassment occurs regardless of the relationship between the perpetrator and the victim: work colleagues, neighbours, pupils in the same school, married or unmarried couples, etc.

*In the penal code, harassment is considered an offence punishable by 2 years' imprisonment and a €30,000 fine.*

**Online harassment (cyber-harassment):**

"Online harassment is harassment that takes place via the Internet (on a social network, a forum, a multi-player video game, a blog, etc.). It is also known as cyber-harassment. The comments at issue include comments made by Internet users, videos, image editing, messages on forums, etc. Online harassment is punishable, whether the exchanges are public (on a forum, for example) or private (between friends on a social network) *(Article 222- 33-2-2 of the Criminal Code)*.

*In the penal code, cyber-harassment is punishable by one year's imprisonment and a fine of €15,000.*

**Sexual violence:**

Sexual violence is an act of a sexual nature, with or without physical contact, committed by an individual without the consent of the person affected, aiming at subjecting another person to his/her own desires by abuse of power, by the use of force or coercion, or by implicit or explicit threat. It covers acts ranging from verbal harassment to forced penetration, as well as a wide range of forms of coercion from social pressure and intimidation to physical force. Sexual violence includes, but is not limited to the following situations.

**Sexual harassment:** "Sexual harassment is characterised by the repeated imposition on a person of sexually oriented or sexist comments or behaviour that :

- undermine their dignity by being degrading or humiliating, or create an intimidating situation for him/her,
- or create an intimidating, hostile or offensive situation for him/her.

It is considered sexual harassment to use any form of serious pressure, even if it is not repeated, with the real or apparent aim of obtaining an act of a sexual nature, whether this is sought for the benefit of the perpetrator or a third party. *(Article 222-33 of the Penal Code)*.

« The offence is also constituted:

- when these comments or behaviours are imposed on the same victim by several persons, in a consultative manner or at the instigation of one of them, even though each of these persons has not acted repeatedly;
- when these comments or behaviours are imposed on the same victim, successively, by several persons who, even in the absence of consultation, know that these comments or behaviours are repetitive. (Articles 222-33-3 to 222-33-2-2)

*In the penal code, sexual harassment is an offence, punishable by 2 years in prison and a fine of up to €30,000.*

Sexual assault: Sexual assault is defined as "any sexual assault committed against a victim with violence, coercion, threat or surprise. For example, sexual touching. (Articles 222-22 to 222-22-2 of the Penal Code).

*Penally, sexual assault is punishable by 5 to 7 years in prison.*

Rape: Rape is an "act of sexual penetration committed on a victim with violence, constraint, threat or surprise (in the latter case, the victim is deceived by the ruse of the aggressor). Any act of sexual penetration is included: vaginal, anal or oral. Any means of penetration is included: sex of the offender, finger(s) of the offender or by means of an object." Physical violence is not required to qualify as rape. Attempted rape is punishable by the same penalties as rape. There is an attempt to rape if the perpetrator tried to rape the victim, but did not succeed because of an element beyond his control. (Articles 222- 22 to 222-22-2 of the Penal Code).

*Rape is a criminal offence, even if committed by the victim's spouse, cohabitant or PACS partner, and is punishable by 15 to 20 years' imprisonment.*

## **APPENDIX 2 - HOW TO REACT AS A WITNESS TO AN ATTACK**

### **THE 5D TECHNIQUE**

- **DISTRACT:** act indirectly to prevent the situation from escalating by engaging in a conversation with the victim or find another way to divert the attention of the stalker. *Pretending to know the victim, asking for the time or directions, dropping something falsely by accident...*
- **DELEGATE:** identify a person of authority (Party Angel, BDE, member of your association's board) and ask them for help. Explain to this person what has happened and ask if there is anything they can do (call a security guard for example). It is also possible to delegate to an unidentified person, or to ask for help by speaking loudly to draw attention to the situation ("Look, don't you think it's strange?"). Call the police if the victim agrees.
- **DOCUMENT:** film the incident or take photographs, which can be very useful if the victim decides to press charges and wants to provide evidence. Remember to stand at a safe distance, say the date and time aloud and film the road signs or any other evidence that may help to identify the time and place of the crime. **Beware, however, of image rights issues. It is forbidden to publish videos or photos on social networks without the agreement of the person in the image.**
- **DIRECTING:** this is simply a matter of directing the situation, **after having first assessed one's own safety**, as this is the most impactful "D". As a last resort, ask the harasser to stop, intervene, defend the target, ask for help while avoiding direct confrontation with the harasser or to expose yourself to danger.
- **DIALOGUE:** as soon as the incident is over, calmly take stock of the situation with the person being harassed to secure him/her ("Do you want me to ask for help? Are you all right?"), reassure him/her ("I believe you") and indicate that the stalker's attitude was not normal, act as a friend. Avoid talking to the aggressor because creating a debate can lead to a possible escalation of violence.

Source: Stand Up training on street harassment