REGULATION
OF THE AMIAL STUDENT RESIDENCE
OF THE ORDER OF FRIARS MINOR CAPUCHIN

PREAMBLE

The Amial Student Residence of the Order of Friars Minor Capuchin, hereinafter referred to as the Amial Student Residence or REA, aims to provide accommodation for university students during the academic year. Its operation complies with rules and principles that guarantee respect for the fundamental rights and freedoms of the individual, as well as the guarantee of a pleasant environment and healthy coexistence, tolerance, and mutual respect. Every resident is expected to conduct themselves in a manner that reflects responsible citizenship grounded in Christian values, supporting their personal and academic development.

CHAPTER I
GENERAL PROVISIONS

Article 1
Purpose

This Regulation establishes the rules and principles governing the operation of the REA.

Article 2
Objective

1. The REA is designed to accommodate male university students who require housing to pursue their studies and who, due to distance or transportation difficulties, are unable to live with their families during the academic year. Accommodation benefits may also be extended to other mobility students.
2. The REA strives to create a welcoming environment for all residents, fostering cultural exchange and shared experiences.
3. The core pillars of the REA's operation are:
    a. An **Affordable Economy**, allowing students to benefit from rent at affordable rates, developing a sense of 'care for our common home' and 'integral ecology';
    b. A **Fraternal Spirit**, promoting interaction and intercultural enrichment through each individual's differences, in an environment where everyone recognizes each other as brothers;
    c. A **Spiritual Experience**, helping students deepen their own faith in a favorable and guided environment.
4. The proposals for the promotion of the REA are designed in collaboration with the Capuchin Fraternity, the Amial Parish Church, and the local and diocesan University Pastoral.

Article 3
Organization

The organization of the REA is ensured by the REA Management.

Article 3-A
Resident Representatives

1. To foster co-responsibility, good coexistence, and the normal functioning of the REA, residents annually elect representatives for the roles of Dean, Bursar, and Animator.
2. The election takes place during the first General Meeting of the Residence, convened by the Management at the end of September, or as soon as appropriate.
3. The Dean is responsible for:
    a. Serving as the main liaison and communication link between the residents and the Management;

b. Coordinating the preparation and compliance with rotating schedules for the cleaning and hygiene of common areas, as well as other fraternal services of the residence;
c. Promoting, through dialogue, respect, compliance with rules, and the friendly and fraternal resolution of conflicts among residents;
d. Promptly reporting to the Management any anomaly, material damage, or conflict that cannot be resolved in a fraternal manner among residents.

4. The Bursar is responsible for:
   a. Managing the common fund for the purchase of shared daily-use items in the residence;
   b. Rendering accounts to the other residents regarding the management of this fund.
5. The Animator is responsible for:
   a. Promoting and revitalizing the 'Fraternal Spirit' of the resident community;
   b. Organizing social events, community gatherings, and integration moments, especially for new residents;
   c. Coordinating potential dynamics with the Capuchin Fraternity, the Amial Parish, and the University Chaplaincy.

Article 4
Application

1. Admission to the REA will always depend on an application to be submitted throughout the year via its website: www.capuchinhos.org/rea.
2. The REA Management shall analyze the applications received and select those that appear to be in accordance with the objective of the REA, summoning the selected candidates for an interview.
3. Accommodation is valid for one academic year, and students may only be housed from the week prior to the start of the academic year until its end (late July).

Article 5
Admission and Renewal Criteria

1. The conditions for admissibility to the REA are as follows:
   a. Be a university student in the city of Porto;
   b. Be male;
   c. Have a minimum age of 17 and a maximum of 35 years;
   d. Other situations may be considered, provided they are duly justified and evaluated by the Residence Management.
2. Some of the elements that add value to the admission request are:
   a. The desire to live in a community environment;
   b. The ability to experience interpersonal relationships in a correct and respectful manner;
   c. The willingness for human and Christian growth;
   d. Availability for small services within the Residence;
   e. Prior experience in an ecclesial context.
3. Residents who wish to renew their stay in the residence must submit an official written request to the Management by June 30th.
4. After evaluating the student's lifestyle during their stay, their compliance with the Residence's rules, the quality of their relationships with the community, and their academic performance, the Management reserves the right to decide whether or not the student will be readmitted. A longer or shorter stay in the Residence does not constitute the right to renew the contract for the following academic year.

Article 6
Accommodation

1. Accommodation is guaranteed to residents until the end of the academic year in which they were admitted.
2. Upon admission, each resident will receive the following:
   a. This regulation;

b. The keys to the Room, the Residence, and the Locker, which are personal and non-transferable, and which will be returned on the departure date.

3. On the date of entry to, departure from the REA, or when a room change occurs, the resident must mandatorily be present during the verification of the room's state of conservation. This verification will be carried out on the first and last day of their stay at the REA, therefore, moving out of the room must occur at a time previously agreed upon with the Management.
4. The resident may request a room change at any time of the year, having to state the reasons behind the request to do so. The request will be evaluated by the REA Management, which will also decide based on the availability of vacancies.
5. The Residence is closed throughout the month of August.

CHAPTER II
ACCOMMODATION

Article 7
Operation

1. Without prejudice to special situations, duly assessed by the REA Management, the first day of entry, as well as the final departure from the REA, must be carried out according to the availability of the REA Management Members, in order to enable adequate monitoring of the student by them.
2. The REA Management is not responsible for damage, loss, or theft of objects belonging to the residents.
3. In accordance with current legislation (Law No. 37/2007 of August 14), smoking is strictly prohibited at the REA, except in outdoor areas.
4. The preparation of food, washing, or treating clothes in the room or in any other space not designated for this purpose is not permitted.
5. Pets are not allowed in the Residence.
6. In the event of damages where individual responsibility cannot be determined, all students occupying the room or floor are considered jointly responsible for the damages or harms verified.
7. When part or all of the assigned keys are lost, the cost of cutting new one(s) will be charged to the student.
8. In the event of a manifest violation of hygiene or safety rules, or other situations of danger or risk to the study environment and community coexistence, the intervention of the REA Management will be immediate.

Article 8
Payment for Accommodation

1. The monthly fees to be paid by residents will be fixed annually.
2. Water, Electricity, and Natural Gas must be paid by the residents, and for this purpose, the total amount will be divided and charged monthly on an equal basis among all residents.
3. The amount to be paid by residents regarding expenses for Water, Electricity, and Natural Gas will be disclosed within the first 3 days of the following month to which it refers.
4. The deadline for payment of the residents' accommodation must be made by the 8th of each month to the Management or through other means defined by the Management.
5. Failure to pay within the stipulated deadline, without prior justification duly substantiated and accepted by the Management, may result in the application of legal compensation corresponding to up to 20% of the outstanding amount.

Article 9
Integral Ecology and Sustainability

1. In fidelity to the Franciscan charism of 'care for our common home', the REA promotes a sustainable lifestyle, requiring residents to make responsible and ethical use of energy and water resources.
2. Aiming at environmental sustainability and maintaining an accessible economy for all, residents must adopt the following practices:

a. **Electricity**: Turn off lights and electronic devices whenever leaving the room or common areas;
b. **Water**: Avoid waste, specifically through unnecessarily prolonged showers;
c. **Waste**: Ensure the correct separation and disposal of waste in recycling bins.

3. Since the costs of water, electricity, and gas are shared equally among all residents, repeated disrespect for these rules will be considered a breach of the fraternal spirit and may result in a warning.

Article 10
Use of Shared Bicycles

1. The REA provides bicycles for the exclusive use of its residents, with the aim of promoting sustainable mobility and 'integral ecology'.
2. The use of bicycles presupposes acceptance that the resident rides at their own risk, being solely responsible for any accident, personal damage, damage to third parties, or violation of the Highway Code.
3. It is the strict responsibility of the resident to ensure the safety of the bicycle during its period of use, and the use of an appropriate lock is mandatory whenever it is parked outside.
4. In case of theft, robbery, or heavy damage caused by misuse or negligence, the resident responsible for its use at the time of the occurrence must bear the costs of repair or replacement of the equipment.
5. Any anomaly or need for bicycle maintenance must be communicated to the Dean who, in turn, must inform the REA Management.

Article 11
Access to the Residence

1. Residents have free access to the residence at any time and must keep the door locked at all times, thus ensuring the security conditions of the REA and its infrastructure.
2. The Management holds a key to all rooms and, after giving prior notice to the resident of that room, is authorized to access the room for valid reasons, such as: ordinary and extraordinary maintenance, verification of the condition of the room and bathroom, and verification of a possible violation of the regulation's rules.

Article 12
Video Surveillance and Protection of People and Property

1. With the strict objective of ensuring the safety of all residents, as well as safeguarding property and facilities, the REA has a video surveillance system.
2. The capture of images is exclusively limited to common circulation areas essential for the security of the building, namely the access staircase, corridors and laundry room.
3. In strict compliance with current legislation regarding data protection and privacy, the system does not capture sound (audio) and the cameras are not directed, under any circumstances, towards the interior of the rooms, common sanitary facilities, or other private areas.
4. The recorded images are kept securely with restricted access for a maximum legal period of 30 (thirty) days, after which they will be automatically deleted, except when their preservation proves necessary for criminal proceedings or the determination of liability for damages.
5. Access to viewing the images is strictly reserved for the REA Management and will only be activated in cases of justified need (such as suspected intrusion by unauthorized persons, theft, vandalism, or danger to the physical integrity of residents); the images may be provided to competent police and judicial authorities under the terms of the law.
6. The existence of the video surveillance system is duly indicated in the REA's facilities through the posting of visible informative signs, in accordance with legal requirements.

Article 13
Resident's Visitors

1. The entry of visitors into the Residence without prior authorization from the Management is prohibited.

Article 14
Silence and Rest Hours

1. From 10:00 PM onwards, silence must be observed throughout the Residence, both in common areas and in the rooms, respecting the residents' rest period.
2. During the remaining hours of the day, residents must not exceed noise levels that would prevent a good environment for study and rest.

Article 15
Cleaning and Hygiene

1. The cleaning and hygiene of the REA's common areas and common sanitary facilities must be ensured by the residents, organized in a spirit of fraternal service and 'care for our common home', ensuring that spaces are kept clean and tidy for everyone's proper use.
2. The cleaning and hygiene of the rooms is the exclusive responsibility of the student residing therein.
3. It is the student's responsibility to provide their own pillow, bed linen, blankets, and towels, as well as to wash them.
4. The REA is not responsible for washing any of the resident's personal laundry.
5. Kitchen utensils and dining areas must be washed and tidied up immediately after use by each resident, and leaving dirty dishes or food scraps on countertops or tables is not permitted.

CHAPTER III
RIGHTS AND DUTIES OF RESIDENTS

Article 16
Residents' Rights

The following are recognized as residents' rights:

1. The right to be informed of agreements and provisions relating to the REA;
2. Respect for their personal integrity and material belongings;
3. Full enjoyment of all spaces and equipment placed at their disposal;
4. To appeal to the REA Management for the resolution of any problem;
5. The right to privacy;
6. Any other right deriving from this regulation and other rules governing the operation of the REA.

Article 17
Residents' Duties

The following are recognized as residents' duties:

1. To know and respect this regulation;
2. To reside in the room assigned to them;
3. To take care of the materials at their disposal and maintain the habitability conditions of their room;
4. To ensure the conservation and cleanliness of existing equipment and the spaces under their responsibility;
5. To respect the rest period, both within the REA and in its vicinity;
6. To maintain personal conduct that favors coexistence and respect among residents;
7. To promote the reduction of energy and other consumption, complying with the provisions of Article 9 of this regulation;
8. To report to the REA Management any anomaly verified in the operation of the REA;
9. To participate in the General Meetings of the Residence, convened by the Management;
10. Any other duty deriving from this regulation and other rules governing the operation of the REA.

CHAPTER IV
INFRACTIONS AND PENALTIES

Article 18
Situations of Non-compliance

The following are considered infractions:

1. Handing over the REA room key to someone else;
2. Keeping objects or utensils belonging to common areas in the room without the respective authorization from the Management;
3. Keeping equipment in the room or common areas whose use may be considered dangerous (including gas heaters);
4. Keeping bladed weapons and/or firearms in the room, as well as any other objects that could pose a risk to the lives of other residents;
5. Failing to ensure the conservation of the residence, causing damage to it;
6. Facilitating access to the residence and/or housing non-residents in one's room;
7. Facilitating the access and/or presence of animals in the Residence;
8. Theft of property belonging to other residents;
9. The consumption of narcotics;
10. The excessive consumption of alcohol resulting in altered individual behavior and disruption of the resident’s normal life;
11. Maintaining behavior that is not in accordance with the Residence's values;
12. Failing to respect the rules of this regulation.

Article 19
Penalties

Non-compliance with the rules established in this regulation implies the following penalties, depending on its severity:

1. Oral warning;
2. Written warning;
3. Suspension of the right to accommodation for that academic year;
4. Permanent loss of the right to accommodation.

Article 20
Loss of the right to accommodation

1. The penalties provided for in numbers 3 and 4 of the previous article also apply in the following situations:
    a. The omission of data or the provision of false statements during the application;
    b. Non-payment of the monthly accommodation fee;
    c. Non-use of the residence for a period exceeding 15 consecutive days, excluding the school holiday period, except for reasons presented in advance to the REA Management and accepted by them;
    d. The application of 'Praxe' (academic hazing) in the residence or in areas belonging to it;
    e. The practice of any acts whose severity makes the continuation of the resident status impossible.
2. Executed penalties may be appealed within a maximum period of 3 business days from their communication.

Article 21
Effective Date

This Regulation was approved by the REA Management and will take effect in September 2026.