**Appendix**

**to Ordinance 138/2014**

**of the Rector of UWM in Olsztyn**

**of 29 December 2014**

***RULES AND REGULATIONS***

***OF THE SHORT-TERM STAY ACADEMIC DORMITORY IN OLSZTYN***

**Chapter I**

**GENERAL PROVISIONS**

**§ 1**

1. These Rules and Regulations set out the general principles for The Short-Term Stay Academic Dormitory, rights and obligations of the residents, Residents’ Council
and Administrator of the facility.
2. Terms and abbreviations used herein are defined as follows:
3. UDR – The Short-Term Stay Academic Dormitory,
4. University - University of Warmia and Mazury in Olsztyn
5. Administrator - employee of the University whose responsibilities include tasks
 of administration of the facility.

**§ 2**

1. UDR is a place of residence, learning and leisure for students, researchers and trainees staying temporarily at the University of Warmia and Mazury who are entitled to such stay under a decision by the authorities of the University of Warmia and Mazury in Olsztyn.
2. UDR is situated within the structure of the University's Department of Property Management.
3. UDR is managed directly by Facility Administrator who is reporting to Chancellor
and collaborates with Head of the Department of Property Management.
4. Administrative and economic issues are managed by the UDR staff under supervision
of the Administrator.
5. The Residents’ Council represents UDR residents as a whole in relations with
the authorities of the University, and organizes social life within the area of the facility. The council is required to cooperate with the Administrator with regard to the matters relating to UDR residents.

**Chapter II**

**RULES OF ACCOMMODATION**

**§ 3**

1. The rules for assignment of space in UDR for a given academic shall be laid down by
a decision by the Chancellor of the University.
2. The checking-in procedure shall be performed by the UDR Administrator.
3. The right to be accommodated in UDR shall be vested in a person who:
4. was given a decision assigning space in UDR for a given period,
5. completed necessary formalities relating to accommodation and registration,
6. paid applicable fees.
7. University of Warmia and Mazury students attending the courses in English language have priority in assigning space in the dormitory. Vacant spaces remaining after accommodating foreign students shall be distributed by the Administrator among other students from all departments according to demand.
8. With the approval of the Administrator, under exceptional circumstances, a student may obtain the right to live in UDR during the holiday period. In such a situation the student is required to pay the relevant fee for that period.
9. Upon checking in, a person becomes a UDR resident. From this moment on, the resident of UDR is also subject to rights and obligations under these Rules and Regulations.
10. Upon checking in, an obligation of registration of residence in UDR arises under applicable law.
11. A room intended for accommodation shall be cleaned and equipped with working equipment and furniture.
12. Residents are held liable individually for all the damage and defects in the room that occurred during their stay, unless they can demonstrate that the damage or defects were caused solely by criminal action or as a result of force majeure.

**Chapter III**

**RULES FOR ACCOMMODATING ANOTHER RESIDENT AND TRANSFERS**

**§ 4**

1. At any time during the academic year, the Facility Administrator has the right
to accommodate an additional person entitled to be accommodated in a room with vacant space available, without obtaining an acceptance from the resident of the given room. Where the resident does not agree to such accommodation of another person, he/she shall be required to pay a fee for the vacant space in the room.
2. A resident has the right to change the room with the approval of the Administrator.

**Chapter IV**

**LOSS OF THE RIGHT TO ACCOMMODATION**

**§ 5**

1. A UDR student shall lose the right to live in UDR and is subject to moving out where:
2. he/she has been deleted from the list of students,
3. the period of accommodation expired.
4. In the cases referred to in paragraph 1 a student is obliged to move out of UDR within
7 days.
5. A student may be deprived by the Administrator of the right to stay in UDR and subject
to immediate checking out in the following instances:
6. violation of these Rules and Regulations,
7. gross violation of accepted norms of social conduct,
8. making the room in UDR available for the accommodation of unauthorised people,
9. default in payment for the room for at least 1 month.
10. The immediate check out implies the obligation to move out of UDR within 48 hours
of receipt of the decision.
11. A disciplinary checking-out does not exempt a student deprived of the right to stay
in UDR from the obligation to pay outstanding dues and settlement of fittings
and equipment.
12. Those who illegally prolonged their stay shall be charged the fees based on hotel tariff i.e. PLN 75 Gross per person per day. These fees shall be charged for each day of use of the room, starting from the day following the expiry of the deadline to move out until
the person is checked out.
13. Where the resident fails to check out, the Administrator in consultation with
the Residents’ Council has the right to call the University Guard to remove from the facility the person illegally staying in it.
14. A person deprived of the right to stay in UDR under the procedure referred
to in paragraph 3 has the right to lodge, within 7 days of receipt of the Administrator's,
an appeal to the Chancellor of the University of Warmia and Mazury in Olsztyn.
The Chancellor of the University shall consider the appeal within 7 days, and his/her decision is final.

**Chapter V**

**FEES**

**§ 6**

1. The amount of the fee the space, and the amount of a deposit for a given academic year
in UDR shall be determined by decision of the Chancellor of the University.
2. The right to live in UDR is vested in a person who has been granted a space in due course and has paid a deposit equal to one month charge for the space assigned.
3. The payment of the deposit, which is a prerequisite for accommodation, should be made no later than on the date of checking in the student in UDR.
4. The deposit referred to in paragraph 2 may be applied towards damage to the UDR property, for generating a new key-card to the room where the cardholder for reasons beyond the facility staff loses it, and towards outstanding fees for the space occupied where the resident wilfully left the room in UDR. The unused portion of the deposit shall be returned within 30 days of the final settlement of the occupied space/spaces in UDR.
5. The deposit may be returned upon written request where the entitled person does not reside in UDR for force majeure reasons (e.g. long-term illness confirmed by a medical certificate) or for reasons beyond the control of the student, connected with the course
of study (e.g. deleting from the list).

**Chapter VI**

**RIGHTS AND OBLIGATIONS OF RESIDENTS**

**§ 7**

1. **A resident has the right to:**
2. use the premises and equipment of UDR intended for general use according to the principles established by the Administrator in accordance with their intended purpose,
3. emergency use of the UDR medicine cabinet,
4. elect and be elected to the Council of Residents,
5. submit through the Residents' Council with proposals for improving the work
of the administration in UDR,
6. receive guests between 7.00 a.m. and 10.00 p.m.,
7. store bicycles in the rooms designed for this purpose.
8. **A resident is required to:**
9. pay fees for accommodation in UDR in advance to the 15th of each month for the current month. For overdue payment, statutory interest shall accrue for each day
of delay,
10. pay the deposit on the date of checking in at UDR at the latest,
11. pay fees for the stay of one's guest for the night,
12. maintain the rooms and UDR area clean and tidy. The Administrator is authorised
to inspect with this regard.
13. dump garbage into the containers intended for this purpose,
14. abide by the rules of checking in and checking out applicable in the area of UDR,
15. respect quiet hours between 10.00 p.m. and 6.00 a.m.,
16. submit to the decisions of the Administrator and resolutions of the Residents’ Council issued under the powers assigned by the authorities of the University,
17. care about the property of UDR and its environment and the prevent any improper use of it. It is UDR residents who are liable for any culpable defects and damage to the equipment and accessories of UDR. Where the perpetrator of the damage is not found, the inhabitants of the room, floor or the entire UDR may be held liable, depending on the nature of the damage and the place of its occurrence. The Administrator and the Residents’ Council carry out explanatory proceedings,
18. notify of any damage caused in the UDR area by entering into the book of faults,
19. promptly notify the UDR Administration of any serious accident to or illness
of a resident,
20. strictly comply with health and safety and fire protection regulations and immediately notify the UDR Administration of any irregularities found in the operation of devices and equipment in the UDR area,
21. produce to the Reception staff a document to verify the right to stay in UDR.
A resident shall be individually responsible for the magnetic key card to the room.
If the card is lost or damaged, the resident shall be obliged to pay the costs
of a duplicate key card,
22. return, upon checking out, the equipment, key cards and sheets, settle applicable dues and leave the room clean and tidy. After the check-out the rooms shall be accepted by the Administrator,
23. pay the fees for guest staying for the night, according to the valid price list issued
by decision of the Chancellor of the University of Warmia and Mazury in Olsztyn.
24. **A resident is responsible for the behaviour of his/her guests, including financial liability for the damage they may cause.**
25. **Residents are prohibited to:**
26. smoke and use drugs in the rooms and other premises of UDR. If there is no smoking room sectioned off, the facility as a whole is to be treated as a non-smoking facility,
27. switch on the fire-extinguishing system without due reason,
28. arbitrarily make changes in the standard equipment of rooms, renovation, modernization or adaptation of the room,
29. take the equipment and items belonging to UDR out of the UDR area,
30. use private appliances that are a significant source of power and water consumption and pose a threat of fire (e.g. photocopying equipment, microwave ovens,
air conditioners, ovens, extra refrigerators, deep fryers, high power sound equipment),
31. make arbitrary conversions of the utility systems, such as: electrical, water supply and sewerage systems, radio, television and internal computer network,
32. carry out trade and organise gambling in the facility area,
33. bring motor vehicles into UDR,
34. provide accommodation to non-residents of UDR without permission
of the Administration,
35. keep animals in the UDR area,
36. carry out any form of business in the UDR area,
37. store in rooms and general use spaces the goods whose intended purpose and amounts may indicate the commercial intentions,
38. organize events in the UDR area and its surroundings in a way that is disturbing and disruptive to others,
39. bring in the UDR area drugs and other substances, and stay in the UDR area after use of such drugs or substances,
40. bring in and store firearms, ammunition, explosives, and other military items
in the UDR area,
41. throw any objects out of windows.

**Chapter VII**

**VISITS PAID TO RESIDENTS**

**§ 8**

* + 1. Residents may receive guests in the UDR area under the terms set forth herein.
		2. Apart from residents, administrative staff and duly authorised individuals are also permitted to stay in the area of UDR.
		3. People visiting the residents are required to leave the UDR area before 10.00 p.m.
		4. Guests of the UDR residents have the right to enter the UDR premises during visiting hours, i.e. between 7.00 a.m. and 10.00 p.m. with certain rules kept.
		5. Visiting hours may be changed for a specified time by the Administrator in consultation with the Residents’ Council.
		6. Guests of UDR residents may extend their visits beyond the visiting hours, upon obtaining the consent of the Administrator and the completion of necessary formalities.
		7. The person being visited shall be responsible for the behaviour of the visitor.
		8. In case of a damage done by a visitor, the person being visited shall be financially liable for the damage.
		9. A resident is required to counteract any behaviour of their guests leading to a damage
		or disruption in the UDR area; if necessary, the resident should notify the UDR Administration. For gross negligence with regard of the above duties, a resident may
		be subject to disciplinary responsibility.
		10. Visitors that are under the influence of alcohol or drugs are not permitted to enter
		the premises of UDR.
		11. Guests of the residents, before entering into UDR, are required to present their
		ID document.
		12. Where reasonable, the UDR Administrator may implement with consultation with
		the Residents’ Council the obligation to record visits by visitors.

**Chapter VIII**

**REGULATIONS**

**§ 9**

1. Organizing cultural events in public spaces shall require a written consent
by the Administrator.
2. The organizers of social events in UDR shall be responsible for the course of such events and shall be required to ensure order and safety in UDR during these events.
3. For an unreasonable release of the fire extinguishing system the costs of fire fighting action will be charged to the perpetrator, or in the case the guilty is not found the collective liability of residents of a floor or all residents, depending on the type of damage.
4. A resident shall be individually liable for the equipment entrusted to him/her.
The assessment of damage and defects shall be each time performed by the Administrator.
The perpetrator shall be charged for damage and destruction,
5. In the event of emergency the Administrator have the right to enter the rooms even during the absence of their residents.
6. Also authorized employees of the university, health professionals and fire and police officers in the event of risk to health or life of the residents or their property have the right to enter the UDR and rooms in the presence of the Administrator or a receptionist. The same applies to the University Guard employees in the event of a serious breach of the rules of social conduct.
7. Residents are required to protect their property on their own by locking rooms. They can also leave the key card at the reception on leaving the UDR.
8. The University shall not be liable for losses suffered by a resident with respect to: precious items such as jewellery and other valuables, expensive clothes, equipment, TVs, computers and other appliances.
9. During their stay, the residents are required to report existing defects to the Administrator.
10. Once residents are checking out they have the obligation to leave the rooms in the same technical and sanitary condition in which it was received at the time of checking in, including the natural process of wear and tear. If no defects are found within 14 days from the checking out, the deposit paid at the moment of checking out shall be returned.

**Chapter IX**

**RESIDENTS’ COUNCIL**

**§ 10**

1. The Residents’ Council is the only representative of UDR residents for the relations with the Administrator and the Council performs the following functions on their behalf:
2. co-manages UDR to the extent specified herein,
3. organizes social life in the area of UDR,
4. expresses opinions, comments and proposals related to the UDR operations.
5. Members of the Residents’ Council shall be elected from among the residents for the term of one academic year.
6. The Residents' Council shall be composed of the Chairperson, Vice-Chairperson
and Secretary.
7. The Residents’ Council shall be chaired by the Chairperson elected at the first meeting
of the Administrator with the residents in a given academic year.
8. The Residents’ Council represents the residents in their relations with the Administrator.
9. Members of the Residents’ Council shall be elected in open and direct voting
by the residents of UDR.
10. The persons having the right to participate in the meetings of the Residents’ Council include UDR residents invited to the meeting and the Administrator at the request of the Chairperson of the Council.
11. In its activities, the Residents’ Council must consider and take into account any comments and proposals from the residents.
12. A meeting room may be made available to the Residents’ Council in consultation with the Administrator for the purposes of a meeting on the activities of UDR and organisation
of social life in UDR.
13. The Residents’ Council shall have the obligation to:
14. cooperate with the Administrator,
15. submit to the Administrator any comments on the social life in UDR,
16. submit to the Administrator comments and proposals reported by the residents,
17. notify the Administrator of cases of destruction of property by the residents and their guests.
18. The Residents’ Council has the right to apply to the Administrator for:
19. a refusal to grant a place in UDR in the next academic year,
20. expelling a resident from UDR.

**Chapter X**

**FACILITY ADMINISTRATOR**

**§ 11**

1. The Administrator is an employee of the Department of Property Management
of the University of Warmia and Mazury in Olsztyn.
2. The Administrator is a direct supervisor for all UDR employees.
3. The Administrator shall perform his/her tasks through the subordinate staff.
4. The duties of the Administrator shall include in particular:
5. to receive payments, within respective time limits, for spaces in UDR, deposits
and issue receipts to confirm these payments,,
6. to carry out check-in and check-out procedures in accordance with the assignments
or referrals received,
7. provide the general use spaces with manuals and regulations for the use of mechanical appliances situated in these spaces,
8. to keep clean, by the UDR staff, the general use spaces, except the rooms,
9. where necessary, to order sanitary operations such as pest control etc.,
10. to cooperate with the Residents’ Council,
11. to notify the Residents’ Council of the cases of property damage by UDR residents.
12. The Administrator has the right to impose the following penalties on the residents breaching the provisions of these Rules and Regulations:
13. admonition,
14. immediate deprivation of the right to reside in UDR.
15. The Administrator or persons authorized by him/her may enter a room for official purposes as necessary for the repair of technical faults, due to the risk to life or health
of residents, the threat of serious damage to property, in the event of a water supply
or electricity failure or fire hazard, and in the case of reasonable suspicion of neglect
or abandonment of the room occupied by the resident without fulfilling formal requirements related to the check-out from UDR.
16. The Administrator and a reception employee shall be entitled to monitor the compliance by the UDR residents with the provisions of these Rules and Regulations with particular emphasis on the compliance with the visiting hours.

**Chapter XI**

**FINAL PROVISIONS**

**§ 12**

1. All individuals staying in UDR shall be obliged to abide by the provisions hereof.
2. The residents who do not comply with these Rules and Regulations and other regulations applicable to UDR residents shall be subject to appropriate sanctions, including deprivation of the right to reside in the facility.
3. Each resident is required to read these Rules and Regulations, and confirm the fact with one's signature in the personal questionnaire filled in by the resident at check-in.
4. The Rules and Regulations shall be made public on the website and by posting
on the UDR's bulletin board.
5. To the matters not covered by these Rules and Regulations provisions of the Polish Civil Code shall apply.
6. These Rules and Regulations shall enter into force upon signature and shall apply to all UDR residents and students.