Annex No 1 to Ordinance No. 28/2024 of April 5, 2024

**RULES AND REGULATIONS**

**OF STUDENT DORMITORIES**

**OF THE UNIVERSITY OF RZESZÓW**

**/uniform text/**

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**§1**

**General Provisions**

1. The Rules and Regulations of Student Dormitories of the University of Rzeszów clarify the rules of accommodation in the student dormitories, explain payment accommodation instructions and clarify the rights and obligations of the residents to ensure the proper functioning of the dormitories.
2. Rules and Regulation acronyms:
3. Rules and Regulations - The Rules and Regulations of Student Dormitories of the University of Rzeszów,
4. UR - The University of Rzeszów;
5. DUR - The Dormitory of UR Student;
6. HCD - The Housing Council of the Dormitory;
7. Student - A student or a doctoral student;
8. Resident - A student, a doctoral student or other person accommodated in a DUR, who is not a student;
9. Hotel Guest - A person accommodated in a DUR, who is not a student, including a UR employee;
10. Regulations of Benefits - The Regulations of Benefits for students of the University of Rzeszów.
11. The DUR is the place of residence, study or rest of its residents.
12. Cultural and educational activities may take place on the premises of the DUR, each time with the consent of the Rector of UR.
13. The representative of all residents is HCD, which is an organ of the Student Government of UR.

The mode of operation and functioning of the HCD is specified in its Rules and Regulations.

1. Student Dormitories of the University are supervised by the Rector's Representative for Student Dormitories of the University.
2. The DUR is directed by the Manager, whose tasks include, in particular:
3. Performing tasks that satisfy the housing needs of its residents;
4. Caring for the proper technical condition of the facility;
5. Managing finances that relate to tasks assigned by the Rector;
6. Cooperating with HCD;
7. Supervising the observance of these Rules and Regulations.

**§2**

**The Right to Reside in DUR**

1. The right to reside in the DUR shall be granted to:
2. Students, who have a decision on the allocation of a place in the DUR., as specified in the chapter XII of the Regulations of Benefits;
3. participants of international student exchange programs between universities and the MOST program,
4. participants of a year-long further education course preparing for studies in Polish implemented by UR,
5. Hotel guests on the basis of a decision of the DUR manager.
6. The manager of DUR may accommodate in the DUR persons indicated in paragraph 1 point d, only in the event of vacant space limits, for persons indicated in paragraph 1 points a-b.

**§3**

**The Reservation Fee (Deposit)**

1. In order to secure possible claims for the failure of the resident to fulfill their obligations under the housing contract, the Persons applying for accommodation in a DUR are required to pay the reservation fee which is equal to the amount of the monthly fee for granting a place in the DUR.
2. The deadlines for payment of the deposit are set as follows:
3. To confirm accommodation in DUR, a person allocated a place in the DUR is obliged to make a payment of the reservation deposit within
7 days from the date of the decision on the allocation of a place in DUR.
4. other persons, on the date indicated by the DUR manager.
5. The deposit shall be the basis for mutual settlements and financial security in case of causing damage to the DUR premises, arrears of fees for occupancy and failure to account for entrusted property.
6. The deposit paid is not refundable when:

a. the student/person applying for a place in DUR, despite confirmation of intention to accommodate in DUR, has not accommodated within the stipulated period as specified in § 7 paragraph 1 and paragraph 2.

b. the resident is to be accommodated in the DUR for a period of less than 30 days,

c. the resident has arrears in DUR residence fees, including interests for late payments.

d. the resident has caused the damage referred to in paragraph 3, and the cost of restoring the property to its original condition will be comparable to the amount of the deposit.

1. If the cost of restoring the damaged property to its original condition is higher, the student shall bear the full cost of the damage, according to the cost estimate.
2. The deposit is returned by bank transfer to the bank account provided by the resident within 14 days after the termination of the accommodation contract, unless it will be used to cover the obligations referred to in paragraph 3.
3. The deposit is refundable in the event of notification of resignation from residence in the DUR before the date of accommodation referred to in § 7 paragraph 1 and paragraph 2 .

**§4**

**The Contract**

1. A person applying for accommodation in the DUR confirms willingness to accommodate in DUR and signs a contract (a template of the accommodation contract is provided for in Annex 1 to the Rules and Regulations).
2. The contract specified in point 1 shall be terminated by operation of law with immediate effect - without notice, at the end of the term for which the contract was concluded, and also in the case of:
3. violation of the terms of the contract,
4. violation of the provisions of the Regulations by the Resident ,
5. the Resident is in arrears with DUR fees for at least 2 months,
6. from the date of loss of student status (removal from the list of students, graduation),
7. in the cases referred to in § 41 paragraph 9 points e-h of the Regulations on Benefits for Students,

3. The resident shall have the right to terminate the accommodation contract before the end of the period for which the contract was concluded with one month's notice effective at the end of the month.

4. The contract may be terminated at any time by mutual agreement of the parties in justified and documented cases, based on the application submitted by the resident to the DUR Manager.

5. In the event of termination of the contract for the reasons specified in paragraph 2, all receivables arising under this contract shall become due as of the date of termination.

6. Termination of the contract and the agreement of the parties specified in paragraph 2-4 shall be in writing, otherwise null and void.

**§5**

**Fees**

1. The amount of fees for accommodation in the DUR is determined by the Rector of UR in consultation with the Rector's Plenipotentiary for UR Student Residences and the Student Government on the basis of the actual costs incurred for accommodation in individual dormitories.
2. Subject to paragraph 3, fees for accommodation in the DUR shall be paid by residents for each month on the following dates:
3. UR students as well as persons studying at UR as a part of the exchange programs (e.g. Most, Erasmus) and participants of a one-year further education course preparing them to study in Polish organized by UR - by the 15th of each month (starting from the first month of accommodation);
4. hotel guests - by the 10th day of each month, starting from the 1st month of accommodation.
5. The resident of the DUR is obliged to make:
6. One half of the fee for accommodation in the DUR specified in paragraph 1 in the case of:
* accommodation in the DUR after the 15th of a given month;
* check-out from the DUR by the 15th of a given month.
1. The accommodation fee in the DUR specified in paragraph 1 in full in the case of:
* accommodation in the DUR by the 15th of a given month;
* check-out from the DUR after the 15th of a given month.
1. Payments for accommodation are made by bank transfer into the UR bank account, indicated by the DUR Manager.
2. Statutory interest is charged for each day of delay in fees for a given month.
3. A resident can submit to the DUR Manager a justified request for an extension of the deadline for payment of the accommodation fee. The application should be submitted no later than the 15th of the month for which the fee period is to be extended.
4. Charges for temporary, ad hoc accommodation (overnight accommodation) are paid on the day of accommodation.

**§6**

**Cancellation of Accommodation Fees**

1. A student who has temporarily found himself in a difficult life situation may apply for a reduction of his/her fees for accommodation in the DUR.
2. The student submits the application for the reduction of the fees for accommodation in the DUR to the Vice-Rector for Student Affairs and Education through the Manager of the relevant DUR.
A template of the application is attached as Annex 2 to the Rules and Regulations.
3. The student is obliged to attach the following documents to the application specified in
paragraph 2:
4. current documents confirming the life situation indicated by the student,
5. a copy of the decision of the competent scholarship authority to grant the allowance in a given academic year due to a temporary difficult life situation, which is also the basis for the application for the remission of accommodation fees.
6. The Vice-Rector for Student Affairs and Education specifies the depreciation period of the fees in his decision on the remission of fees for accommodation.
7. The Decision of the Vice-Rector for Student Affairs and Education is subject to a request for reconsideration of the case submitted within 14 days of receipt of the decision.
8. The other residents of DUR cannot apply for a depreciation of accommodation fees.

**§7**

**Accommodation**

1. Accommodation in a DUR takes place on the dates set by the Rector’s Plenipotentiary for DUR and announced to students, but no later than:
2. by October 3 of the given academic year in the case of students who received a place in DUR from the winter semester.
3. by March 5 of the given academic year, in the case of students who have received a place in the DS from the summer semester.
4. up to 7 days from the date of receipt of the decision on the allocation of a place in the DUR in case an application was submitted during the academic year.

2. The date of accommodation of hotel guests shall be determined by the DUR Manager.

3. In justified cases, at the request of the student, the DUR manager may set a different date of accommodation than that specified in paragraph 1.

4. A student who obtained permission to stay in DUR for the entire period of his/her studies, is obliged to make a reservation of a place in DUR for the next academic year by June 30th.

5. In justified cases, at the request of the student, the DUR manager may set a different deadline for booking a place in the DUR than the one specified in paragraph 4.

6. Accommodation is made by the DUR Manager or a person authorized by him/her.

7. A person with the right to accommodation, in order to be able to reside in the DUR, is obliged to present an ID card or a student ID card and submit 1 photograph to be issued a Resident Card.

8. The student/ hotel guest has the right to live in the room in which he or she was accommodated. It is possible to change the room with the consent of the DUR Manager.

9. The DUR Manager may accommodate Students and hotel guests during the vacation months, as well as after the beginning of a given academic year (if there are vacancies) under the terms of these Rules and Regulations.

**§8**

**Checking out**

1. A resident who has lost the right to reside in the DUR is obliged to:
2. vacate a place in the room within the time limit specified by the DUR Manager;
3. make a payment to UR for the due and required fees for accommodation in the DUR.
4. A resident who checks out of the DUR is obliged to:
5. return the collected or rented equipment and bedding;
6. leave the room clean and tidy;
7. return the Resident Card and the room keys;
8. take all of his/her belongings.
9. In the case of the Resident’s failure to meet the deadline specified in paragraph 1, section a, the DUR Manager calls on the Resident to check out under pain of a committee check-out involving the transfer of movable goods to the DUR warehouse.
10. The belongings of the person checked out by the committee are secured by the DUR Manager for a period of 6 months from the date of the committee check-out. Failure of the person checked out by the committee to collect his/her items within the above-set deadline results in the items’ being transferred to social welfare institutions or they are destroyed in the presence of a committee.

**§ 9**

**Rules of Residence and Stay in Dormitories of UR**

* 1. Quiet time in the DUR is from 10 p.m. to 6 a.m.
	2. The DUR entrance door is closed at 10 p.m. After 10 p.m. the front desk employee opens it only for the residents upon presentation of a Resident Card.
	3. Visitors may stay in the rooms with the consent of other residents between 7 a.m. and 10 p.m.
	4. Visitors are required to present proof of identity at the front desk and provide the number of the room to which they are going.
	5. The visitor may, in justified cases, stay in the room of the person visited after 10 p.m., with the consent of the co-residents. Visitors are each time charged a fee in accordance with the applicable price list, which is paid at the DUR front desk. The fee is not charged to the student's family member whose kinship with the student has been documented.
	6. The resident is materially liable for any damage caused by visitors if it was caused by his/her fault.
	7. The DUR Manager or a DUR employee authorized by the Manager have the right to prohibit access to the DUR premises to outsiders and to order people who are intoxicated and disturb the peace of the residents to leave the building immediately.
	8. The DUR Manager or a DUR employee authorized by the Manager and a member of the DUR resident board and at least one DUR resident have the right to immediately enter the rooms in the presence of a commission (regardless of the time of day, also in the absence of residents) in cases of justified suspicion of circumstances threatening the life or health of residents or destruction of property. A protocol is drawn up from the commission's access to the rooms.
	9. In the case of a written request of the Resident about the need to carry out repair work, the technical employee/maintenance staff has the right to enter the Resident's room during his/her absence, of which he/she is informed.

**§10**

**Rights and Responsibilities of the Resident**

* 1. The resident is obliged to read the text of these rules and Regulations.
	2. Each Resident has the right to:
1. select co-residents within the limits of housing possibilities;
2. use the premises, facilities and equipment intended for general use in accordance with their intended purpose;
3. accept guests under the terms set out in these Rules and Regulations;
4. enter and leave the building at any time;
5. change bed linen at least once a month,
6. arrange the room (without making permanent changes) according his/her tastes and needs;
7. participate in the life of the DUR and co-decide, through the HCD, on all matters relating to its functioning.
	1. Each DUR Resident is obliged to:
8. comply with the provisions of these Regulations;
9. to submit to the orders and decisions of the UR authorities and the DUR manager;
10. make regular payments for their accommodation;
11. behave properly on the premises of the DUR, allowing residents to study and to rest;
12. adherence to generally applicable norms of social coexistence, rules of good manners;
13. keep his/her rooms, bathroom, toilet and the common space clean (in particular, throwing away trash and emptying refrigerators of expired food) and operating the property and facilities of the student house in a manner consistent with their intended use;
14. turn off faucets, lock windows and room doors when leaving the room;
15. waste segregation according to the following fractions: waste paper, metals and plastics, glass and non-segregated waste;
16. rational use of electricity and water,
17. observe the designated quiet times;
18. comply with the health, safety and fire protection regulations by following the instructions for use of gas and electric devices;
19. inform the DUR administration of any defects, damages and failures;
20. present a Resident Card to a DUR employee when entering the building and collecting the keys to the room;
	1. A DUR resident mustn’t specifically:

a) cede, rent or sell a room space to another person;

b) use in the rooms: stoves (electric, gas, gasoline), electric heaters, ovens, toasters, deep fryers, and other heat-emitting devices that may pose a fire hazard and are not equipped in the student residence;

c) leave unattended electrically powered devices on;

d) make arbitrary changes to the furnishings of the room and rooms shared (e.g., moving equipment to other rooms);

e) Unauthorized installation, alteration, repairing of locks, electrical, gas, water installations, making up keys, etc.; e. Unauthorized installation, alteration, repairing of locks, electrical, gas, water installations, making up keys, etc,

f) tamper with elements of the fire protection system (in particular, covering fire detectors, ventilation grilles, unsealing fire extinguishers);

g) storing flammable substances, firearms and pneumatic weapons in the rooms;

h) Engage in gambling;

i) Use open flames and performing other activities that result in smoke or fogging of the rooms;

j) smoke tobacco, electronic cigarettes outside places designated for this purpose;

k) sell or consume alcoholic beverages or narcotics;

l) unreasonable use of hand-held fire equipment;

m) leave garbage in places not designated for this purpose (especially in corridors, stairwells, public areas);

n) own animals without obtaining written permission from the DUR manager and room-mates, with the exception of guide dogs;

o) conduct business, commercial, manufacturing, etc.;

p) use of sound equipment and other devices that emit sounds and vibrations beyond the room in which the device is located in a way that impedes other residents' study and rest;

* 1. The resident bears material and financial liability for culpable damage to the devices or equipment of the room (segment) and the common rooms.
	2. The DUR does not bear material liability for the private belongings of its residents.

**§11**

**Transitional and Final Provisions**

1. The provisions of these Rules and Regulations apply to all Residents.
2. In matters not regulated by the provisions of these Rules and Regulations, the decision is each time made by the Vice-Rector for Student Affairs and Education.
3. The Rules and Regulations shall come into effect on the day the document is signed.
4. Ordinance of the Rector of the University of Rzeszów No. 110/2022 of September 23, 2022 on the introduction of the Regulations of Student Dormitories of the University of Rzeszów became null and void.

**List of Annexes:**

1. Accommodation contract;

2. Application for remission of accommodation fees.

**R e c t o r**

**of the University of Rzeszów**

prof. dr hab. Sylwester Czopek