Appendix No.1 to ORDER No. 338/2022 by the CUT Rector

**Rules and Regulations of Czestochowa University of Technology Student Dormitories**

**§ 1**

**Glossary of terms**

The terms used in the Rules and Regulations of Czestochowa University of Technology Student Dormitories shall mean:

1. **rules and** **regulations** - the Rules and Regulations of Czestochowa University of Technology Student Dormitories;
2. **network regulations** - the Regulations of the Computer Network of Czestochowa University of Technology;
3. **information security policy** - Information Security Policy for ICT systems of Czestochowa University of Technology;
4. **University** - Czestochowa University of Technology;
5. **SD** - student dormitory(s) of Czestochowa University of Technology: "Bliźniak" Dormitory No. 2 (ul. Akademicka 5), "Maluch" Dormitory No. 5 (ul. Dekabrystów 26/30), "Herkules" Dormitory No. 7 (ul. Sowińskiego 40/48);
6. **DSA** - the Department of Student Accommodation of Czestochowa University of Technology (ul. Dekabrystów 26/30);
7. **Network Administrator** - the Administrator of the CUT Student Dormitory computer network;
8. **student** - an individual pursuing a degree programme at Czestochowa University of Technology;
9. **resident** - a student or another individual accommodated in a dormitory of Czestochowa University of Technology;
10. **residence council** - the Residence Council of the Czestochowa University of Technology Student Dormitory;
11. **declaration** - the resident’s declaration of compliance with SD accommodation terms
12. **lease agreement** - an agreement specifying the terms of accommodation in a SD for a non-student;
13. **accommodation** - accommodation in a dormitory for individuals referred to in § 3;
14. **short-term accommodation** - accommodation in a dormitory for individuals referred to in § 3 (6), for a period not shorter than one calendar month, and not longer than the end of the academic year;
15. **temporary accommodation** - accommodation in a dormitory for individuals referred to in § 3 (7) for a temporary stay for a period shorter than one calendar month.

**§ 2**

**General provisions**

1. These Rules and Regulations set out the rules for the functioning of CUT dormitories and the rights and responsibilities of their residents.
2. The dormitories are the property of the University, constitute part of the DSA, and are administered by the Chancellor of Czestochowa University of Technology.
3. The SD is a place of residence, study and recreation for the residents.
4. The residents of the SD are represented by the residence council, which is the organiser of social life in a dormitory and presents the University authorities with proposals concerning social and living matters of the student community at the University.

**§ 3**

**Allocation of accommodation in the SD**

1. The allocation of accommodation in a dormitory is carried out upon a written application submitted to the DSA by individuals interested in accommodation in a dormitory. The decision on the allocation of accommodation in the SD is taken by the Chancellor.
2. Accommodation in the SD is allocated to a student for a maximum period of one academic year, excluding holiday months (July, August and September). A student applying for accommodation in a dormitory submits an application to the DSA (Appendix No. 1 hereto).
3. The accommodation period for each academic year is determined by the Head of the DSA. The student's accommodation in a dormitory can be extended for the summer holiday period and for the autumn examination session (e.g. in connection with student work placement in the Częstochowa district) on the basis of a separate application submitted by the student within the deadline set by the DSA (Appendix No.1 hereto).
4. Priority in receiving accommodation in a dormitory is given to:
5. full-time and part-time students, including students with a disability or a chronic illness;
6. students pursuing a degree programme at the University within a student exchange framework;
7. students active in the academic community;
8. student families.
9. Students entitled to stay in a dormitory during summer holidays are allocated to dormitories on duty.
10. In the case of vacancies in a dormitory, a non-student who is not affiliated with the University may be accommodated on a short-term basis upon application (Appendix No. 2 hereto).
11. Part-time students and other individuals who are not affiliated with the University may be accommodated in a dormitory also on a temporary basis upon application (Appendix No. 3 hereto). The application is reviewed by the dormitory manager.
12. The accommodation of individuals referred to in (7) is based on a lease agreement, which is Appendix No. 5 hereto.
13. Failure to observe the formalities related to accommodation within the deadline is tantamount to forfeiting the right to be accommodated in a dormitory.

**§ 4**

**Accommodation and residence policies in dormitories**

1. Before being accommodated, a prospective SD resident is required to:
2. read the rules and regulations and the personal data information clause (GDPR);
3. submit a SD resident declaration or a lease agreement;
4. pay a security deposit in the amount specified in § 9 (10) of these rules and regulations to secure the University's claims.
5. Documents setting out the residence policies in the SD (SD rules and regulations, GDPR information clause, the resident's declaration, a lease agreement, information on dormitory accommodation fees, etc.) are made available by the dormitory manager and they are also available on the University's website. The building's fire safety instructions are available at the dormitory reception desk.
6. Priority in being accommodated in a single room is given to students with disabilities and students whose health condition temporarily impedes daily functioning. Individual needs concerning accommodation are determined by the DSA Head upon the student’s written request.
7. The resident occupies a room in which they have been accommodated. Moving rooms is possible after a prior arrangement with the SD management.
8. A resident in possession of their own radio or television set is obliged to register the aforesaid and make the necessary payments to the relevant office, and in the event of an inspection, is legally and financially responsible for the equipment in their possession.
9. The resident is financially and disciplinarily liable for any devastation or damage caused by them to the entrusted room furnishings and to other rooms used in a dormitory.
10. The resident secures their property on their own.
11. The resident is obliged to insure their property against the consequences of random events at their own expense.
12. Residents of the SD are in particular forbidden to:
13. use in the rooms electrical devices which may cause fire or a failure of the electrical installation;
14. carry out alterations, adaptations and repairs to the installations in the rooms used;
15. change the locks on the doors or copy the keys to the rooms;
16. run a business from the accommodation;
17. engage in illegal trading or organise gambling;
18. bring and store on the SD premises firearms, ammunition, explosives and other items that pose a threat to human life and health;
19. remove any equipment from the SD premises;
20. relocate without the consent of a dormitory manager;
21. provide accommodation for individuals who are not SD residents;
22. bring in or keep animals in a dormitory;
23. consume alcohol and possess or use drugs or other intoxicating substances;
24. throw objects out of the windows;
25. bring and keep bicycles in the rooms or other areas not intended for this purpose;
26. move the room furnishings, rubbish and other objects into the corridors of the dormitory building and into the communal areas (the laundry, the drying room, the kitchen);
27. unreasonably trigger fire alarms, use fire extinguishing equipment, hydrants and other fire protection systems of the building against their intended use.
28. The University promotes all measures to protect the environment. The University's buildings are run using the principles of rational energy, water and waste management. A waste segregation system is in force.
29. A dormitory accommodation fee is largely the result of rational energy, water and municipal waste management. The resident’s accommodation fee is determined by the amount of electricity, heat and water consumption as well as municipal waste management fees. Selective waste collection allows for more favourable charge rates, which directly translates into the amount of an accommodation fee.
30. Accordingly, each SD resident is obliged to:
31. immediately report any faults in electrical fittings, electrical appliances and sanitary installations;
32. record any damage or faults noticed in the Maintenance Log Book available at the dormitory reception desk and to inform the reception staff of the extent of the fault;
33. save electricity by minimising the operation time of electrical appliances located in communal areas, common areas in suites and in residents’ rooms, also by switching off lights and appliances when none of the residents is present in the rooms;
34. save heat by minimising energy losses, including: avoiding simultaneous airing of rooms while the heating is on, reducing the heating in a room when its residents are not present, not covering radiators;
35. use water sparingly, i.e. use water rationally during daily activities and turn off taps;
36. segregate household waste according to the information and signs provided in the SD and in the waste disposal area.

**§ 5**

**Residents’ rights**

Residents have the right to:

1. participate in creating the agenda of the residence council and contribute to its implementation;
2. elect and be elected to the residence council;
3. make proposals, through the residence council, to the dormitory manager, concerning the rules for dormitory daily functioning;
4. use all rooms and facilities of the SD which are for communal use according to the rules established by the SD administration and the residence council;
5. have visitors according to the principles set out in these rules and regulations, in compliance with internal legal acts and in accordance with the generally applicable law provisions.

**§ 6**

**Residents’ responsibilities**

1. Residents are obliged to read and comply with:
2. these rules and regulations;
3. the building's Fire Safety Instructions;
4. Occupational Health and Safety and Fire Safety regulations
5. the University's internal legal acts made available to the residents on the University's website;
6. internal legal regulations;
7. orders by the Chancellor, the DSA Head and the dormitory manager.
8. Residents are also obliged to:
9. take care of SD property;
10. keep their rooms, suites, communal areas as well as the SD surroundings in a clean and tidy condition;
11. show documents entitling them to stay in a dormitory (a resident card) at any request of the dormitory manager, administrative staff, service staff, a security guard and the SD residence council;
12. notify the dormitory manager and the SD service staff immediately of any cases of danger to the life or health of co-residents, as well as of any breach of the rules and regulations;
13. Inform the dormitory manager of any personal changes in the occupied room;
14. report any failures and defects to the SD administration (the Maintenance Log Book is available at the SD reception desk);
15. pay their dormitory accommodation fees on time;
16. participate in fire drills carried out in a dormitory.

**§ 7**

**Rules of order**

1. Visits to residential rooms may take place with the consent of all residents of the room from 8.00 hours to 23.00 hours.
2. Quiet hours are in force in the dormitory from 23.00 hours to 7.00 hours.
3. A visitor to a dormitory is obliged to record their stay in the Dormitory Visitors Register, located in the reception desk.
4. Visitors to a dormitory resident may remain on the dormitory premises after 23.00 hours only with the permission of the dormitory manager.
5. Visitors are obliged to comply with the provisions hereof.
6. In the event of a breach of these rules and regulations or of order on the dormitory premises, the administration staff, reception staff, and guards have the right to remove the breacher from the premises.
7. The resident is obliged to notify the dormitory staff immediately of inappropriate behaviour by their guests that is to the detriment of the University.
8. The dormitory manager has the right to ban outsiders who have not previously complied with the provisions of these rules and regulations from entering the dormitory premises.
9. When leaving the dormitory, the resident is obliged to leave the room key at the reception desk each time.
10. Longer departures from the dormitory should be reported to the dormitory administration and entered in the Record of Departures and Arrivals, available at the reception desk.
11. The right of inspection over the SD and the rooms within (in the presence of the dormitory manager, a member of the dormitory administration and a receptionist or a security guard) is granted to:
12. representatives of the University authorities;
13. DSA staff
14. healthcare workers, firefighters, sanitation workers;
15. representatives of law enforcement agencies (based on an agreement with the University);
16. representatives of the residence council and the University's Student Government Council.
17. The SD manager may issue a warning to a resident, in particular in the event of:
18. failure to pay, by the specified deadline, the monthly dormitory accommodation fee;
19. violation of order in the dormitory;
20. failure to comply with the rules and regulations, internal legal acts or generally applicable legislation.
21. The resident will be deprived of their right of residence by the SD manager or the Head of the DSA if they:
22. fail to pay rent for two months;
23. do not pay the security deposit;
24. fail to make a supplementary payment to the amount of the deposit after the dormitory manager has deducted the part of it referred to in § 9 point 11;
25. violate the provisions of these rules and regulations;
26. violates the provisions of generally applicable law.
27. If a resident is deprived of their right to accommodation by the SD manager or the DSA Head, the resident has the right to appeal to the Chancellor against the decision of the dormitory manager and the DSA Head within 7 days of receiving the decision to deprive them of their accommodation. The Chancellor's decision is final.
28. In the event of a breach of these rules and regulations or of the norms of social coexistence in the dormitory, of the CUT Statutes or the generally applicable laws, the Rector may deprive the resident of the right to stay in the dormitory with immediate effect, at the request of the Chancellor or the Head of the DSA.
29. A resident who has lost the right to stay in the dormitory on the basis of the Rector's decision is obliged to leave the dormitory within 24 hours from the date of notification of the decision.

**§ 8**

**Termination of accommodation/departure from the SD**

1. In the following cases the student loses their accommodation in the SD before the residence period expires:
2. failure to arrive to the accommodation within the deadline for the academic year;
3. a written request submitted before the designated accommodation date for the academic year;
4. a written request, with a two-month period to leave the dormitory;
5. a written request submitted within 30 days of the change in rent (immediate effect);
6. removal from the list of students;
7. graduation;
8. the decision of the Director of Studies that the student has to repeat a semester or year of study;
9. continuing study outside the University;
10. a written request from a student in a difficult material situation or an emergency.
11. The cases referred to in paragraph 1 (3), (8) and (9) require the opinion of the Head of the DSA and the approval of the Chancellor.
12. When the period of residence ends, the resident is obliged to vacate the room they occupy within the time limit set by the dormitory manager. In the event of a failure to comply with this obligation, the dormitory manager is authorised to transfer the resident's movable property to a storage facility at the resident's expense. The storage period for the resident's movable property is one month.
13. After the resident has left the SD at the end of the residence period, the dormitory manager will settle the security deposit, which is refundable within 2 months of the date of the departure unless it is credited against any payments and damage incurred.
14. If one of the roommates moves out during the academic year, the other residents are obliged to change the room they occupy to another one indicated by the dormitory administration staff. Refusal to move into another room will result in charging the roommates for the cost of the unused accommodation place.
15. When checking out of a room, the resident is required to:
16. return additional equipment which is the property of the dormitory;
17. settle the fees;
18. remove all their movable property from the room and any other rooms they used;
19. leave the room and any other rooms they used in good order;
20. make available their bank account information necessary for the settlement and the return of the security deposit;
21. return the key to the dormitory administration to perform the room commissioning.
22. Fulfilment of all the obligations referred to herein is a condition for the student to receive a confirmation of settlement of student’s obligations towards the dormitory on the student clearance card.

**§ 9**

**Fees and fines**

1. The amount of fees for accommodation in an SD is determined by the Chancellor. The list of dormitory accommodation fees is announced by an order of the Chancellor made available on the University's website.
2. The University reserves the right to change the dormitory accommodation fees.
3. Monthly fees for dormitory accommodation must be paid for each month in advance, by the due date:
4. the student is required to pay the rent no later than the 20th of each month;
5. a resident using accommodation under a lease agreement is obliged to pay rent in accordance with the agreement.
6. The monthly fee covers accommodation during the calendar month.
7. The monthly fee is not a temporary stay fee and does not apply to temporary accommodation.
8. Persons accommodated in a dormitory from the 1st to the 15th of the calendar month pay the monthly fee in full.
9. Persons accommodated after the 15th of the calendar month pay half of the monthly fee.
10. The University's Bursar's Office may charge statutory interest for late payment of the above fee.
11. In the case of chance events, at the written request of the resident, the Chancellor may postpone the due date of rent payment, but not by more than one month.
12. The resident is obliged, on the day of accommodation at the latest, to pay a security deposit in the amount of the monthly fee for the allocated place or dormitory room to secure the claims of the University, in accordance with the valid list of dormitory accommodation fees. Payment of the deposit must be made by bank transfer to the University's bank account. Information on the bank account for the deposit payment can be found on the University's website.
13. If the amount due to the University for unpaid fees or damage caused by the resident is deducted from the security deposit, the resident is obliged to supplement the deposit by the amount deducted. The resident is obliged to pay the deducted deposit amount within 14 days from the date of deduction.
14. If the amount of damage or arrears in accommodation fees exceeds the amount of the deposit, the resident is obliged to settle the arrears immediately. If the resident evades the obligation to pay the aforementioned amount, the dormitory manager shall set in writing a final deadline for the resident to pay the resulting liabilities.
15. If the resident continues to evade the obligation to pay the dues, the University will vindicate the payment with interest by means of litigation.
16. In the event of damage to the dormitory equipment or furnishings, the resident will be charged according to current prices.

**§ 10**

**SD computer network usage rules**

1. General Provisions:
2. the SD computer network serves as an educational network and operates in accordance with the network rules and regulations and information security policy;
3. the right to use the dormitory computer network is held by dormitory residents;
4. the resident may use the dormitory computer network provided that they comply with the rules of use, as set forth in these rules and regulations and the network rules;
5. if the resident does not comply with the rules and regulations referred to in point 3, they will be denied access to the dormitory computer network;
6. serious violations against the rules of the dormitory computer network usage, included in these rules and regulations and in the network rules, will be resolved by means of legal action;
7. a resident's device may be connected to the dormitory computer network only with the approval of the dormitory Network Administrator;
8. in cases not settled by these rules and regulations, the decision on the use of the dormitory computer network is made by the Network Administrator.
9. Detailed rules for the use of the dormitory computer network:
10. it is forbidden to use the dormitory computer network for purposes that do not comply with generally applicable laws, including but not limited to:
    1. downloading and sharing illegal content,
    2. gaining unauthorised access to resources located on the network,
    3. downloading and/or making available content protected by copyright or related rights without the consent of the copyright holders;
11. the use of the dormitory computer network infrastructure for profit-making purposes (Bitcoin) or for other commercial purposes is not permitted;
12. it is not permitted to use the dormitory computer network to spread hate speech (racism, propaganda, stalking, etc.);
13. it is not permitted to use the network in a link-depleting manner (Torrent protocol, Bitcoin, etc.);
14. it is forbidden to attempt to hack into devices operating in the dormitory computer network, i.e. servers, switches, computers connected to the academic network and any other devices to which access has been granted only to the dormitory Network Administrator;
15. network/port scanning using software such as Nmap, nc, tcpdump is prohibited;
16. it is forbidden to make the dormitory computer network available to persons not accommodated in a CUT dormitory;
17. software belonging to a user of the dormitory computer network must come from a legal source.
18. SD computer network devices and users:
19. a user of the dormitory computer network must have an individual account;
20. an individual account in the dormitory computer network is assigned to the user by the Network Administrator, who activates the account;
21. each user device connected to the dormitory computer network must be assigned to their individual account; it is prohibited to share user account access data with outsiders;
22. it is not permitted to use devices such as NAT routers without the consent of the Network Administrator;
23. it is forbidden to connect any device to the network without the consent of the Network Administrator.
24. Availability of the SD computer network service:
25. the dormitory computer network allows the use of the protocols (ports) required to gain knowledge, including: HTTP, HTTPS, POP3, IMAP, SMTP;
26. additional services may be granted by the Network Administrator upon proper justification of the user's need for such services;
27. the Network Administrator reserves the right to refuse to grant additional rights to a user if they do not sufficiently justify the need for additional services;
28. the Network Administrator reserves the right to refuse to grant additional privileges to a user who has violated the provisions of these rules and regulations regarding the use of the dormitory computer network;
29. if a user does not comply with the network rules, their device will be excluded from the dormitory computer network;
30. the user is obliged to take care of the condition of the dormitory computer network sockets which they use;
31. the user purchases their own connection cable for the SD computer network;
32. the user is obliged to follow the Network Administrator's instructions on matters relating to the security and operation of the equipment;
33. any faults should be reported to the Network Administrator and the dormitory manager.

**§ 11**

**Final provisions**

1. Any disputes arising herefrom shall be settled by a Court proper for the University's seat.
2. In case the residence council acts contrary to these rules and regulations, the Statutes of the University or generally applicable laws, the Rector may dissolve the residence council and order its re-election.
3. Any matters not provided for herein shall be settled by the Rector, who shall consult the Chancellor if necessary.
4. Information and internal regulations concerning the rules for the use of SD accommodation are published for dormitory residents on the University's website.
5. In case of disputes, the Polish-language version of the Rules and Regulations shall prevail.