# 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:

- rules and regulations the Rules and Regulations of Czestochowa University of Technology Student Dormitories;
- network regulations the Regulations of the Computer Network of Czestochowa University of Technology;
- 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 40/46);
- DSA the Department of Student Accommodation of Czestochowa University of Technology (ul. Dekabrystów 26/30);
- 7) **Network Administrator** the Administrator of CUT Student Dormitory computer network;
- 8) **student** an individual pursuing a degree programme at Czestochowa University of Technology;
- PhD student a doctoral student pursuing a programme at Czestochowa University of Technology Doctoral School or a PhD student of Czestochowa University of Technology;
- resident a student, a PhD student or another individual accommodated in a Czestochowa University of Technology Dormitory;
- 11) **residence council** the Residence Council of Czestochowa University of Technology Student Dormitory- a body of CUT Student Government;
- 12) **declaration** the resident's declaration of compliance with SD accommodation terms (Appendix No.4 hereto);

- 13) **lease agreement** an agreement specifying the terms of accommodation in a SD for a non-student (Appendix No. 5 hereto);
- 14) accommodation accommodation in a dormitory for individuals referred to in §3:
- 15) **temporary accommodation** accommodation in a dormitory for individuals referred to in § 3 for a temporary stay for a period shorter than one calendar month (Appendix No.3 hereto);
- 16) **short-term accommodation** accommodation in a dormitory for individuals referred to in § 3 for a period not shorter than one calendar month, and not longer than the end of the academic year (Appendix No. 2 hereto).

# **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 organises social life in a dormitory and presents proposals concerning social and living matters of the student community to the University authorities.

#### § 3

#### Allocation of accommodation in the SD

- 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 or a PhD student for a maximum period of one academic year, excluding holiday months (July, August and September). A student or a PhD student applying for accommodation in a dormitory submits an application to the DSA (Appendix No. 1 and 1a hereto).

- 3. The accommodation period for each academic year is determined by the Head of the DSA. The student's/PhD 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 Częstochowa district) on the basis of a separate application submitted by the student/PhD student within the deadline set by the DSA (Appendix No.1 and 1a hereto).
- 4. Priority in receiving accommodation in a dormitory is given to:
  - 1) CUT full-time students;
  - 2) students pursuing a degree programme at the University within a student exchange framework;
  - 3) student families.

The additional criteria for the allocation of accommodation in a dormitory are:

- 1) the student's activity in the academic community;
- 2) disability or a chronic illness.
- 5. Residents entitled to stay in a dormitory during summer holidays are allocated to dormitories on duty.
- 6. In the case of vacancies in a dormitory, individuals who are not students or PhD students may be accommodated on a short-term basis upon application (Appendix No. 2 hereto).
- 7. Part-time students and other individuals who are not affiliated with the University may also be accommodated in a dormitory on a temporary basis upon application (Appendix No. 3 hereto). The application is reviewed by the dormitory manager.
- 8. The accommodation of individuals referred to in (6) is based on the lease agreement, which is Appendix No. 5 hereto.
- 9. Failure to observe the formalities related to accommodation within the deadline is tantamount to forfeiting the right to be accommodated in a dormitory.
- 10. A request for accommodation in the SD will not be granted in the event of:
  - 1) non-payment of the SD accommodation fees by the specified deadline;
  - 2) receiving a warning from the SD manager for violating these Rules and Regulations and the provisions in force in the SD (the Chancellor's Orders, Hygiene and Sanitary Regulations as well as Fire Safety Regulations, provisions of generally applicable law);
  - 3) a decision by the SD manager or the Head of the DSA to deprive a resident of the right to accommodation in a SD;

4) failure to comply with the formalities for checking out of the SD.

#### § 4

# Accommodation and residence policies in dormitories

- 1. Before being accommodated, a prospective SD resident is required to:
  - read the rules and regulations and the GDPR data privacy notice (Appendix No. 6 hereto);
  - 2) sign the SD resident declaration (Appendix No. 4 hereto) or the lease agreement (Appendix No. 5 hereto);
  - 3) pay a security deposit in the amount specified in § 9 (10) of these Rules and Regulations to secure the University's claims.
- 2. Documents setting out the residence policies in the SD (SD Rules and Regulations, GDPR data privacy notice, the resident's declaration (Appendix No. 4 hereto), the lease agreement (Appendix No. 5 hereto), the information on dormitory accommodation fees, etc.) are made available by the dormitory manager and are also available on the University's website. The building's fire safety instructions are available at the dormitory reception desk.
- 3. Priority in being accommodated in a room for independent use 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.
- 4. The resident occupies a room in which they have been accommodated. Moving rooms is possible after a prior arrangement with the SD management.
- 5. The resident is obliged to maintain appropriate hygienic and sanitary conditions in the room they occupy and in the rooms they use (common areas of the suite, sanitary rooms, kitchen facilities, laundry rooms). The resident is obliged to dispose systematically of the waste and refuse produced.
- 6. 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.
- The resident is financially and disciplinarily liable for any damage or destruction caused by them to the entrusted room furnishings and to other areas used in a dormitory.

- 8. The resident secures their property on their own. It is the responsibility of each resident to properly secure their belongings before any planned departure from the room, involving primarily:
  - 1) locking the room door and the suite door, and leaving the key at the dormitory reception desk;
  - 2) securing their private belongings placed in the common areas of the suite.
- 9. The resident is obliged to insure their property against the consequences of random events at their own expense.
- 10. Residents of the SD are in particular forbidden to:
  - 1) use in the rooms electrical devices which may cause fire or a failure of the electrical installation:
  - 2) carry out alterations, adaptations and repairs to the installations in the rooms used;
  - 3) change the locks on the doors or copy the keys to the rooms;
  - 4) run a business from the accommodation;
  - 5) engage in illegal trading or organise gambling;
  - 6) bring and store firearms, ammunition, explosives and other items that pose a threat to human life and health on the SD premises;
  - 7) remove any equipment from the SD premises;
  - 8) relocate without the consent of a dormitory manager;
  - 9) provide accommodation for individuals who are not SD residents;
  - 10) bring in or keep animals in a dormitory;
  - 11) consume alcohol, smoke tobacco products, possess or use drugs, or other intoxicating substances;
  - 12) throw rubbish or other objects out of the windows;
  - 13) bring and keep bicycles in the rooms or other areas not intended for this purpose;
  - 14) move the room furnishings, rubbish and other objects into the corridors, halls or staircases of the dormitory building as well as into the communal areas (the laundry, the drying room, the kitchen);
  - 15) unreasonably trigger fire alarms, use fire extinguishing equipment, hydrants and other fire protection systems of the building against their intended use.

- 11. 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.
- 12. 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.
- 13. Accordingly, each SD resident is obliged to:
  - 1) immediately report any faults in electrical fittings, electrical appliances and sanitary installations;
  - 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;
  - 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;
  - 4) save heat by minimising energy losses, including voiding simultaneous airing of rooms while the heating is on, reducing the heating in a room when its residents are not present, not covering radiators;
  - 5) use water sparingly, i.e. use water rationally during daily activities and turn off taps;
  - 6) 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 guests according to the principles set out herein, in compliance with internal legal acts and in accordance with the generally applicable law provisions.

### Residents' responsibilities

- 1. Residents are obliged to read, understand and comply with:
  - these Rules and Regulations;
  - 2) the building's Fire Safety Instructions;
  - 3) Hygiene and Sanitary Regulations as well as Fire Safety Regulations;
  - 4) the University's internal legal acts made available to the residents on the University's website;
  - 5) internal legal regulations;
  - 6) orders by the Chancellor, the DSA Head and the dormitory manager.
- 2. Residents are also obliged to:
  - 1) take care of SD property;
  - 2) keep their rooms, suites, communal areas as well as the SD surroundings in a clean and tidy condition;
  - show documents entitling them to stay in a dormitory (a resident card) upon any request of the dormitory manager, administrative staff, service staff, security personnel and the SD residence council;
  - 4) 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 any breach of the rules and regulations;
  - 5) inform the dormitory manager of any personal changes in the occupied room;
  - 6) report any failures and defects to the SD administration (the Maintenance Log Book is available at the SD reception desk);
  - 7) pay their dormitory accommodation fees on time;
  - 8) 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 7.00 AM to 11.00 PM.
- 2. Quiet hours are in effect in the dormitory from 11.00 PM to 7.00 AM.
- 3. A visitor to a dormitory is obliged to record their stay in the Dormitory Visitors Register, located in the reception desk.
- Visitors to a dormitory resident may remain on the dormitory premises after 11.00
   PM 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 administrative staff, reception staff, and security personnel have the right to remove the offender from the premises.
- 7. The resident is obliged to notify the dormitory staff immediately of any inappropriate behaviour by their guests that is detrimental to the University.
- 8. The dormitory manager has the right to ban individuals who have previously violated these provisions from entering the dormitory premises.
- A student deprived of the right to enter the dormitory has the right to appeal to the dormitory manager. The appeal is reviewed by the dormitory manager and the residence council.
- 10. When leaving the dormitory, the resident is obliged to leave the room key at the reception desk each time.
- 11. Departures from the dormitory longer than three days must be reported to the dormitory administration and recorded in the Register of Departures and Arrivals, available at the dormitory reception desk.
- 12. The right of inspection over the SD and the rooms within is granted to:
  - 1) the dormitory manager and the dormitory administrative staff in two-person teams;
  - 2) the receptionist and the dormitory security personnel;
  - 3) representatives of the University authorities, in the presence of a dormitory employee;
  - 4) healthcare workers, firefighters, environmental health officers, in the presence of a dormitory employee;
  - 5) representatives of law enforcement agencies (based on an agreement with the University), in the presence of a dormitory employee;

- 6) representatives of the residence council, in the presence of a dormitory employee;
- 7) employees of external companies performing construction work, checks, maintenance work and services for the dormitory, in the presence of a dormitory employee. If the SD manager agrees with the residents that they will be present in the room during these activities, the presence of a dormitory employee is not necessary.

If a resident is absent during an inspection, visiting personnel must be accompanied by a dormitory employee, except in the situation described in (12) (7).

Each time, a dormitory employee present during the room inspection prepares a report in the dormitory reception report book. Representatives of the residence council can review these inspection reports.

When scheduling and conducting room inspections, dormitory employees are obliged to respect the residents' privacy.

Dormitory employees are not allowed to enter occupied rooms alone. The only exception is in cases where there is a direct threat to the safety of the residents or the facility.

- 13. An inspection is carried out primarily in the following cases:
  - 1) violation of these Rules and Regulations by individuals on the dormitory premises and the receipt of a report regarding such violation;
  - 2) the occurrence of a threat to the safety of the dormitory residents;
  - 3) violation of Hygiene and Sanitary Regulations as well as Fire Safety Regulations by individuals staying in the dormitory;
  - 4) conducting inspections to ensure compliance with Hygiene and Sanitary Regulations as well as Fire Safety Regulations;
  - 5) failure of technical installations;
  - 6) conducting periodic inspections of the technical efficiency of fire protection systems, repairs, maintenance, construction work;
  - 7) conducting periodic inventories of room furnishings.

In the case of room inspections to check their hygienic and sanitary conditions or to conduct periodic inspections of the technical efficiency of fire protection systems, repairs, maintenance, construction work and periodic inventories of room furnishings, the resident must be notified in advance of the date and purpose of the planned inspection.

Reporting a failure by a resident constitutes consent for dormitory staff to enter the room to address the reported failure, even in the resident's absence.

- 14. The SD manager may issue a warning to a resident, in particular in the event of:
  - failure to pay, by the specified deadline, the monthly dormitory accommodation fee:
  - 2) violation of order in the dormitory;
  - 3) failure to inform about leaving the dormitory for longer than three days;
  - 4) failure to comply with the Rules and Regulations, internal legal acts or generally applicable legislation.
- 15. The resident will be deprived of their right to accommodation by the SD manager or the DSA Head if they:
  - 1) fail to pay rent by the due date;
  - 2) do not pay the security deposit by the due date;
  - fail to make a timely supplementary payment to replenish the amount of the security deposit after the SD manager has deducted the part referred to in § 9 (11);
  - 4) violate the provisions hereof;
  - 5) violate the provisions of generally applicable law.
- 16. 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.
- 17. In the event of a breach of these Rules and Regulations or of the norms of social coexistence in the dormitory, of CUT Statutes or the generally applicable laws, the Rector may deprive the resident of the right to accommodation in the dormitory with immediate effect, at the request of the Chancellor or the Head of the DSA.
- 18. A resident who has lost the right to accommodation in the dormitory on the basis of the Rector's decision is obliged to check out within 24 hours of being notified of the decision.

#### Termination of accommodation/check-out of the SD

- 1. In the following cases the student or the PhD student loses their allocated accommodation place in the SD before the residence period expires:
  - 1) failure to report by the deadline set for accommodation in the given academic year;
  - 2) failure to complete the formalities related to accommodation in the dormitory within the time limit set by the SD manager;
  - 3) failure to make timely monthly payments;
  - 4) non-compliance with these Rules and Regulations;
  - 5) removal from the list of students or PhD students;
  - 6) graduation.
- 2. During the academic year, a resident may resign from the place allocated to them in the dormitory by submitting:
  - 1) a written notice of resignation from the allocated dormitory place submitted before the accommodation deadline;
  - 2) a written request to resign from the dormitory accommodation with a one-month period for vacating the premises;
  - 3) a written request submitted within 30 days from the date of introducing a change in the amount of the rent payment;
  - 4) a written request for resignation from the dormitory accommodation due to a difficult financial or random situation.

Requests for resignation from an allocated place in the SD require the opinion of the DSA Head and the Chancellor's approval for early termination of the obligation.

- 3. If one of the roommates checks out during the academic year, the remaining residents are obliged to move to another room assigned by the SD administrative staff. Refusal to change accommodation will result in the remaining roommates being charged for the unused accommodation place.
- 4. When checking out of the room, the resident is obliged to:
  - return any additional equipment that belongs to the SD;
  - 2) settle any outstanding payments;

- 3) remove all personal belongings from the room and any other areas they have used:
- 4) leave the room and other areas they have used in proper order;
- 5) provide information about their bank account necessary for settling and refunding the security deposit;
- 6) return the room key to the SD administrative staff for room inspection;
- 7) return the resident card.
- 5. Fulfilment of all the obligations referred to herein is a condition for the student to receive confirmation of their settlement with the dormitory on the clearance card.
- 6. In the event of failure to comply with these obligations specified in (4), the SD manager, along with designated dormitory staff (a team of at least three), will conduct an official inspection of the vacated room. The dormitory manager is authorized to transfer the resident's belongings to a storage facility at their expense. The storage period for the resident's belongings is one month. After one month from the date of transfer of the resident's belongings to the storage facility, the dormitory manager will remove the resident's belongings from the dormitory and prepare a report.
- 7. After the resident has left the SD at the end of the residence period, the dormitory manager will settle the security deposit.
  - 1) If the resident fulfils all the obligations related to the stay in the dormitory and its termination, the dormitory manager will refund the security deposit paid by the resident within two months from the date of their check-out of the dormitory.
  - 2) If the resident has not fulfilled all obligations towards the dormitory, the dormitory manager will deduct the deposit and allocate it for:
    - a) the removal of the resident's belongings left in the room and the cleaning of the room.
    - b) the repair of the damage caused by the resident,
    - c) outstanding rent payments.

Fees and fines

- The amount of fees for accommodation in an SD is determined by the Chancellor.
   The list of dormitory accommodation fees is announced by the Chancellor's Order and 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 in advance for each month, by the due date:
  - the student or the PhD student is required to pay the rent no later than by the
     10th of each month;
  - 2) a resident using accommodation under a lease agreement is obliged to pay rent in accordance with the terms of the agreement.
- 4. The monthly fee covers accommodation for the entire calendar month.
- 5. The monthly fee is not applicable to temporary stays or temporary accommodation.
- 6. Individuals accommodated in a dormitory from the 1st to the 15th of the calendar month pay the full monthly fee.
- 7. Individuals accommodated after the 15th of the calendar month pay half of the monthly fee.
- 8. The University's Bursar's Office may charge statutory interest for late payment of the aforementioned fees.
- 9. In the case of random events, the Chancellor may postpone the due date for rent payment at the written request of the resident.
- 10. The resident is obliged to pay a security deposit in the amount of the monthly fee for the allocated place or dormitory room on the day of accommodation at the latest. This deposit secures 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.
- 11. 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 amount within 14 days from the date of deduction.
- 12. If the amount of damage or arrears in accommodation fees exceeds the amount of the deposit, the resident is obliged to settle the outstanding balance immediately. If the resident fails to fulfil this obligation, the dormitory manager shall set a final deadline for the resident to pay the outstanding liabilities in writing.

- 13. If the resident continues to evade payment of the dues, the University will pursue collection of the payment with interest through legal action.
- 14. In the event of damage to dormitory equipment or furnishings, the resident will be charged according to current prices.

#### SD computer network usage rules

#### 1. General Provisions:

- the SD computer network serves as an educational network and operates in accordance with the network rules and regulations and information security policy;
- the right to use the dormitory computer network is granted to dormitory residents;
- 3) the resident may use the dormitory computer network provided that they comply with the usage rules outlined herein and the network regulations;
- 4) if the resident does not comply with the rules and regulations referred to in (3), they will be denied access to the dormitory computer network;
- 5) serious violations of the dormitory computer network usage rules, as outlined in these Rules and Regulations and in the network rules, will result in legal action;
- 6) a resident's device may be connected to the dormitory computer network only with the approval of the dormitory Network Administrator;
- 7) in matters not addressed by these Rules and Regulations, the decision on the use of the dormitory computer network is at the discretion of the Network Administrator.

#### 2. Detailed rules for the use of the dormitory computer network:

- 1) it is forbidden to use the dormitory computer network for purposes that do not comply with generally applicable laws, including but not limited to:
  - a) downloading and sharing illegal content,
  - b) gaining unauthorised access to resources located on the network,
  - downloading and/or distributing content protected by copyright or related rights without the consent of the copyright holders;
- 2) the use of the dormitory computer network infrastructure for profit-making purposes (Bitcoin) or other commercial purposes is prohibited;

- 3) it is not permitted to use the dormitory computer network to disseminate hate speech (racism, propaganda, stalking, etc.);
- 4) it is not permitted to use the network in a link-depleting manner (Torrent protocol, Bitcoin, etc.);
- 5) it is forbidden to attempt to hack into devices within 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;
- 6) network/port scanning using software such as Nmap, nc, tcpdump is prohibited;
- 7) it is forbidden to provide access to the dormitory computer network to individuals not accommodated in a CUT dormitory;
- 8) software belonging to a user of the dormitory computer network must come from a legal source.
- 3. SD computer network devices and users:
  - 1) a user of the dormitory computer network must have an individual account;
  - an individual account in the dormitory computer network is assigned to the user by the Network Administrator, who activates the account;
  - 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;
  - 4) it is not permitted to use devices such as NAT routers without the consent of the Network Administrator;
  - 5) it is forbidden to connect any device to the network without the consent of the Network Administrator.
- 4. Availability of the SD computer network service:
  - 1) the dormitory computer network allows the use of the protocols (ports) for educational purposes, including: HTTP, HTTPS, POP3, IMAP, SMTP;
  - 2) additional services may be granted by the Network Administrator upon proper justification of the user's need for them;
  - 3) the Network Administrator reserves the right to refuse to grant additional services to a user if they do not sufficiently justify their need;

- 4) the Network Administrator reserves the right to deny additional privileges to a user who has violated the provisions hereof regarding the use of the dormitory computer network;
- 5) if a user does not comply with the network rules, their device will be excluded from the dormitory computer network;
- 6) the user is responsible for the condition of the dormitory computer network sockets they use;
- 7) the user purchases their own connection cable for the SD computer network;
- 8) the user is obliged to follow the Network Administrator's instructions regarding the security and operation of the equipment;
- any faults should be reported to the Network Administrator and the dormitory manager.

# **Final provisions**

- 1. Any disputes arising from the application of the provisions hereof 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 a 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.