Appendix

to Ordinance No. 64

of Rector of the University of Bialystok

of 23 July 2020

**REGULATIONS OF STUDENT RESIDENCE HALL**

**OF THE UNIVERSITY OF BIALYSTOK**

**I. General provisions**

§ 1

1. The Student Residence Hall of the University of Bialystok is a temporary residence of University of Bialystok students and other eligible persons.
2. Whenever it is referred to in these Regulations:
3. Dean - this means the dean of the department, director of the institute,
4. Student of the University of Bialystok - this means a student, a doctoral student, a foreign university student coming to the University of Bialystok under international agreement,
5. SRH resident - this means every person living in the Student Residence Hall,
6. Regulations - this means the Regulations of Student Residence Hall of the University of Bialystok.

§ 2

1. The present Regulations define the rights and obligations of the residents of the Student Residence Hall of the University of Bialystok, hereinafter referred to as SRH, as well as persons staying on the premises of SRH, the rules of accommodation, payments and order regulations ensuring the proper functioning of SRH.
2. The SRH resident is obliged to comply with the provisions of the Regulations and the health and safety and fire regulations in force on the premises of SRH.
3. The decisions of the Head of SRH with respect to students of the University of Bialystok are subject to appeal to the Vice-Rector in charge of students, and with respect to other persons to the Chancellor of University of Bialystok.

§ 3

The Council of Residents is the representative of the interests of residents who are students of the University of Bialystok and the organizer of social life in SRH. It is a body of the Student Government and cooperates with the Head of SRH and the Department of Student Affairs.

**II. Accommodation**

§ 4

1. Accommodation in SRH for a period longer than 30 days takes place on the basis of a lease agreement concluded in writing between the University of Bialystok and the person concerned. A specimen agreement is attached to these Regulations.
2. Accommodation in SRH for a period shorter than 30 days takes place on the basis of a written consent of the Head of SRH.
3. The lease agreement with a student of the University of Bialystok, who was granted a place in the SRH for a given academic year by decision of the Dean, is concluded for the period from October 1 to June 30. The contract is signed no later than October 5.
4. The lease agreement with a student of the University of Bialystok, who was granted a place in SRH by decision of the Dean after October 5, is concluded for the period from the date of granting the place until June 30. The contract is signed no later than within 5 days from the submission of the application in paper form.
5. A student of the University of Bialystok, who was granted a place in the SRH for the period referred to in paragraphs 3 and 4, may receive permission to extend the accommodation for the duration of the holiday period. The request to extend the accommodation is submitted to the Head of SRH through the USOS system.
6. A student of University of Bialystok may apply for a place in SRH during the holiday period. The application for accommodation is submitted to the Head of SRH through the USOS system.
7. The lease agreement for a period longer than 30 days, other than that specified in paragraphs 3 and 4, shall be signed after submitting a written application to the Head of SRH and within 5 days from the date of being granted consent in writing.
8. On behalf of University of Bialystok, the lease agreement is signed by the Head of SRH.
9. Persons using short-term hotel places, students of foreign universities coming to the University of Bialystok under international agreement, students of the University of Bialystok, whose places in SRH were granted by the Student Parliament of the University of Bialystok, and persons visiting residents of SRH, whose personal data are processed in connection with the functioning of SRH, become acquainted with the appropriate information clause concerning the processing of their personal data, which is the fulfillment of the obligation resulting from art. 13 paragraph 1 and paragraph 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). In accordance with § 14 paragraph 2 of the Personal Data Security Policy at the University of Bialystok, which constitutes Appendix No. 1 to the Ordinance No. 11 of the Rector of the University of Bialystok of 16 April 2019 on the introduction of the Personal Data Security Policy and the Instruction for the Management of the Information System at the University of Bialystok, the Head of SRH is responsible for presenting the appropriate information clause.

§ 5

1. Failure to sign the lease agreement within the deadlines referred to in § 4, without prior notification to the Head of SRH of the reasons for the delay, shall be treated as resignation from the assigned place in SRH.
2. The Head of the SRH is obliged to immediately notify the appropriate Dean of the resignation of the student from the assigned place.
3. The unused place is made available to the Head of SRH as a rental place for students who apply during the academic year or as a hotel.

§ 6

1. In the case of vacant places in SRH or lack of people willing to stay in partially vacant rooms, at the request of the SRH resident, the parties may extend the lease agreement, by way of an annex, and cover the remaining vacant places in the room inhabited by the resident for an additional fee.
2. University of Bialystok has the right to terminate the lease agreement at any time within the scope of the annex indicated in paragraph 1, with a 14-day notice period.

§ 7

1. The person accommodated in SRH is obliged to get acquainted with these Regulations and regulations concerning the functioning of SRH, including health and safety and fire safety regulations. The acquaintance with the regulations is confirmed in writing.
2. A person accommodated in SRH becomes a SRH resident.

§ 8

1. The room and its equipment are made available to use on the basis of an individual equipment card, which is signed by each occupant of the room and the Head or authorized by him SRH employee.
2. Before signing the individual equipment card the resident is obliged to check the condition of the room and its equipment.
3. If any defects or deficiencies in the equipment of the room are found, the Head of SRH is obliged to immediately repair the equipment provided and make up for the identified deficiencies in the equipment.

**III. General rules of payment**

§ 9

1. The price list for a place in SRH shall be established by the Rector after consultation with the student government.
2. The fee for accommodation in SRH shall be paid to the indicated account of University of Bialystok by the 25th of each month in the amount according to the price list valid for a given academic year, unless the lease agreement states otherwise.
3. Temporary absence of a resident during the period of accommodation does not release him/her from the obligation to pay the fee.
4. A resident exercising the right indicated in § 6 paragraph 1 shall pay an additional fee of 50% of the rate set in the price list for a place in the SRH, for each additionally rented vacant place in the inhabited room.
5. A resident of SRH, accommodated on the basis of a lease agreement, is obliged to pay a security deposit, hereinafter referred to as the deposit, in the amount of a monthly fee per place in SRH. The deposit must be paid no later than on the day of paying the first fee for accommodation in SRH. In case of unpaid accommodation fees or damage to the property of SRH, the University of Bialystok has the right to deduct the amount owed from the deposit. In case when the SRH resident pays all amounts due to the University of Bialystok on time, the deposit is booked against the fee for the last month of accommodation in SRH.
6. In exceptional cases, justified by a difficult financial situation or important interest of the University of Bialystok, the Vice-Rector in charge of students may exempt the student from the accommodation fee, in whole or in part, at the written request of the student, supported by appropriate documentation. The decision of the Vice-Rector in this respect is the basis for amending the provisions of the lease agreement regarding the student's payment obligations.
7. In case of SRH resident being late with the rent, the Head of SRH is obliged, after the expiry of the contractual deadline for payment, to call the resident of SRH in writing to pay the due fee together with statutory interest for the delay, within the additional 7-day deadline. The Head of SRH calls for payment immediately, no later than within 7 days from the expiry of the payment deadline.
8. The price list for a place in SRH as a hotel is determined by the Chancellor.

**IV. Accommodation/loss of place in the Student Residence Hall**

§ 10

1. University of Bialystok terminates the lease agreement in following cases:

* 1. SRH resident is deleted from the list of University of Bialystok students,
	2. Dean of the University of Bialystok revokes the decision to grant the SRH resident a place in SRH,
	3. SRH resident fails to pay the rental fee together with statutory interest within the 7-day deadline,
	4. SRH resident violates the provisions of these Regulations or health and safety and fire regulations in force on the premises of SRH.
1. The termination of the lease agreement for the reasons specified in paragraph 1 shall be effective after a 7-day notice period.
2. The Dean is obliged to immediately notify the Head of SRH of the decision referred to in paragraph 1 points 1-2.
3. A SRH resident has the right to terminate the lease agreement at any time, with 14 days' notice, without giving any reason.
4. University of Bialystok has the right to terminate the lease agreement at any time, with 30 days’ notice, without giving any reason.
5. Upon check-out, the SRH resident is obliged to:
	1. pay due fees,
	2. leave the occupied rooms along with their equipment,
	3. return the key to the room together with the resident's card at the reception desk,
	4. leave the abandoned rooms in the condition in which he/she received them at the beginning of accommodation,
	5. cover the costs associated with restoring the occupied room to its original state.
6. In cases specified in paragraph 1, the resident of SRH is obliged to move out of SRH no later than on the last day of notice period. In case of not leaving SRH within this period, a fee will be charged as for a hotel place in the amount specified in the price list for each day of staying in SRH.
7. On behalf of University of Bialystok, the lease agreement is terminated by the Head of SRH.

**V. Rights and obligations of SRH residents**

§ 11

SRH residents who are students of the University of Bialystok are entitled to:

1. participate in the management of SRH through the Council of Residents,
2. initiate student events on the SRH premises in consultation with the Council of Residents,
3. submit applications through the Council of Residents and take actions to improve the social and living conditions of SRH residents,
4. use all public premises and equipment located in the SRH.

§ 12

SRH resident is obliged in particular to:

1) comply with the provisions of these Regulations and the order regulations, including health and safety and fire safety regulations,

2) respect SRH property, in particular to keep their rooms clean and take care to keep public facilities and rooms clean, segregate waste,

3) pay the due fees for the place in SRH in timely manner,

4) cover costs for damaged SRH property.

§ 13

1. SRH resident is financially responsible for the destroyed property of SRH and is obliged to cover the costs related to the repair or replacement of the destroyed property. In case it is impossible to determine the perpetrator of damage caused in the room, the financial responsibility is borne by the inhabitants of the room.
2. SRH resident covers the costs of the destroyed property in the amount and on the date indicated in the debit note issued by the Head of SRH.
3. If the costs of destruction are not covered by the resident of SRH according to the indications of the debit note, the University of Bialystok shall cover these costs from the deposit, in accordance with the provisions of § 9 paragraph 5.

**VI. Order regulations**

§ 14

1. The right to visit the room of a SRH resident, in his/her presence, is vested in: the Head of SRH, SRH employee, employee of the International Cooperation Office (applies to students staying in Poland within the framework of an exchange/international agreement), and health and safety and fire inspectors.
2. The Head of SRH or persons authorized by him may enter the room of the SRH resident in his/her presence in order to ensure the proper functioning of SRH, e.g. removal of deficiencies.
3. In cases where a threat to the health or property safety of SRH residents is found, the following persons have the right to enter the student's room during his/her absence: the Head of SRH, SRH employee, health and safety and fire inspectors, as well as the security and rescue services (including the police, ambulance, fire department).

§ 15

1. Night hours in SRH are 11 p.m. to 6 a.m.

2. After 11 p.m. the SRH premises can be entered only by its residents upon presentation of a student ID card, other ID card or resident's card.

§ 16

1. The University of Bialystok is not responsible for private belongings left in a resident's room and in public areas.

2. All correspondence addressed to the resident of SRH is delivered to the SRH reception desk.

§ 17

1. The keys to the rooms are given upon presentation of a student ID card, another document with a photo confirming identity or a resident's card.
2. Keys for public areas are given to SRH residents upon presentation of a document with a photo confirming identity and signing a key receipt.

§ 18

1. Each resident is obliged to:

1) present, at the request of an SRH employee, a document with a photo confirming identity,

2) returning the room key at the SRH reception desk,

3) report any noticed defects to SRH employees by recording them in the "defect book" (available at the reception desk).

1. SRH resident is financially responsible for any unreported defects that will cause significant damage to the room equipment or the building's infrastructure.

§ 19

1. Only the residents of SRH and persons invited by them may stay on the premises of SRH, having completed the formalities resulting from paragraph 4.
2. Visitors to SRH residents can stay on the premises from 8 a.m. to 11 p.m.
3. If the visitor remains on the premises of SRH after 11 p.m., the SRH resident to whom the visitor has come will be charged for the night according to the hotel rate valid in SRH (payable by card or bank transfer to an indicated bank account).
4. The visitor is obliged to:

1) present a document with a photo confirming identity at the reception desk in order to record the visitor's data in the guest register,

2) take the appropriate number tag upon entering and hand it over upon leaving,

3) behave in a way that does not disturb the peace of SRH residents,

4) leave SRH at 11 p.m. at the latest.

1. SRH resident is responsible for his/her visitors and is present at the entrance and exit of his guest to the SRH premises.
2. Persons behaving in a way that violates the rules of social coexistence, in particular being aggressive, under the influence of alcohol or drugs, are not allowed to enter the premises of SRH.
3. SRH employee may order a person whose behavior threatens the safety of SRH residents or violates the rules of social coexistence or these regulations to immediately leave the SRH premises.

§ 20

1. Students' events take place exclusively in rooms designed for this purpose. In the case of events organized by the student government, § 15 paragraph 1 (night hours) does not apply.

2. The Head of SRH issues each time a written permission to organize the event, indicating the place and time of the event.

3. The organizer is responsible for the order during the event. Additional supervision is exercised by SRH employee and Council of Residents representative.

§ 21

SRH residents are specifically prohibited from:

1. using stoves, electric heaters and other untested electrical appliances in the rooms,
2. blocking roads and emergency exits,
3. arbitrarily changing the electrical system, Internet system, fire alarm system, voice alarm system or replacing door locks,
4. make permanent changes in the rooms without the consent of the Head of SRH,
5. making the accommodation in the room available to non-residents,
6. disturbing the peace of the residents of SRH,
7. selling and consuming alcohol, drugs, etc. on SRH premises,
8. smoking and using electronic cigarettes,
9. having animals in the room.

**VII. Council of Residents**

§ 22

1. The students of the University of Bialystok living in SRH are residents government.
2. The residents government elects its representative body - the Council of Residents.
3. The rules of election and the term of office of the Council of Residents are set out in the Regulations of the Student Government of the University of Bialystok.

§ 23

The Council of Residents in particular is entitled to:

1) represent the interests of SRH residents before SRH administration and the University authorities,

2) expressing opinions concerning individual matters of SRH residents who are students of the University of Bialystok,

3) submit requests to the Rector to initiate disciplinary proceedings before the institutional disciplinary committee for students or the institutional disciplinary committee for doctoral students respectively,

4) organize student events with the consent of the Head of SRH.

§ 24

The Regulations shall enter into force on August 1, 2020.

Appendix

to the Regulations of the Student Residence Hall of the University of Bialystok

introduced by Ordinance No. 64

of the Rector of the University of Bialystok

 of 23 July 2020

***Specimen***

The lease agreement for a place in the Student Residence Hall of the University of Bialystok

concluded on the day\_\_\_\_\_\_\_\_\_\_\_\_\_ in Bialystok,

between:

University of Bialystok, with its registered office at ul. Świerkowa 20B, 15-328 Białystok, represented by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a student of the Faculty / Institute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with an ID card No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as SRH resident.

§ 1

SRH resident declares that he or she has read the Regulations of the Student Residence Hall of the University of Bialystok, hereinafter referred to as the Regulations, as well as the regulations of order, health and safety and fire regulations and undertakes to comply with their provisions. In matters not regulated in this agreement and in case of need to interpret this agreement, the provisions of the Regulations apply.

§ 2

1. The University of Bialystok gives the SRH resident a place in room no. \_\_\_\_ located in SRH no. \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in Bialystok for a limited period of time from day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The room will be made available to use on the basis of the individual room equipment card indicated in § 8 of the Regulations.

§ 3

The SRH resident undertakes to use the assigned room in the SRH and other SRH rooms in accordance with the provisions of the Regulations, the regulations of order and the regulations of health and safety and fire safety.

§ 4

1. SRH resident is obliged to pay a monthly fee for the use of the place in SRH in the amount of \_\_\_\_\_\_\_\_PLN (in words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ zloty).
2. The fee indicated in paragraph 1 shall be paid by bank transfer to the account of the University of Bialystok No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no later than on 25th day of the month for which the fee is due.
3. The temporary absence of the SRH resident during the term of this agreement does not release him/her from the obligation to pay the fee.
4. The SRH resident is obliged to pay a deposit in the amount of one monthly fee indicated in paragraph 1 on the day of paying the first monthly fee for the place in SRH. The deposit shall be refundable, subject to § 9 paragraph 5 of the Regulations.

§ 5

1. University of Bialystok terminates the lease agreement with SRH resident with a 7-day notice period in following cases:
2. SRH resident is deleted from the list of University of Bialystok students,
3. Dean of the University of Bialystok revokes the decision to grant the SRH resident a place in SRH,
4. SRH resident fails to pay the rental fee together with statutory interest within the 7-day deadline,
5. SRH resident violates the provisions of these Regulations or health and safety and fire regulations in force on the premises of SRH.
6. SRH resident has the right to terminate this agreement at any time, with two weeks' notice, without giving any reason.
7. The University of Bialystok has the right to terminate this agreement at any time, with 30 days' notice, without giving any reason.

§ 6

1. Any amendments to this agreement must be made in writing to be valid.

2. Any disputes arising from the performance of the contract shall be settled by the appropriate common court in Bialystok.

3. The agreement was drawn up in two single-sounding copies, one for SRH resident and one for the University of Bialystok.