

# **REGULATIONS OF STUDENT DORMITORIES AND STAFF DORMITORY OF THE ADAM MICKIEWICZ UNIVERSITY IN POZNAŃ**

## **Chapter I General provisions**

### **§ 1**

1. The Student Dormitories and the Staff Dormitory (hereinafter called the “student dormitories”) are sites used for short-term stay, study, work and relaxation of authorised students, post-doctoral students and their non-working spouses or children, participants of postgraduate studies, and other authorised persons (hereinafter called the “residents”).
2. The student dormitories form an integral part of the Adam Mickiewicz University in Poznań (hereinafter called “AMU”), are owned by AMU, and should be afforded special protection and care by their residents.
3. The basic purpose of student dormitories is ensuring temporary residence to persons authorised thereto in conditions that allow them to exercise their right to study and obtain education.
4. These Regulations of AMU Student Dormitories and the Staff Dormitory (hereinafter called the “Regulations”) define the terms and conditions of using student dormitories, the rights and duties of their residents, and the basic rights and duties of student dormitory staff.
5. The Council of Residents, as a student self-government body, represents all residents and organises student life in student dormitories.
6. Administrative supervision over the proper functioning of a student dormitory is exercised by the head of the student dormitory or the head of the student campus.
7. Whenever the term “student” is used in these Regulations, it should be meant to include a “doctoral student” and a “participant of postgraduate studies”, as appropriate.
8. Whenever the term “head of the student dormitory” is used these Regulations, it should be meant to include the “head of the student campus”, as appropriate.

## **Chapter II Moving in and fees**

### **§ 2**

1. Places in the student dormitory are assigned for the period running from the first day of classes in the academic year until 30 June of the next calendar year, unless the Rector has decided otherwise.

2. Moving in begins three days before the date stated in item 1 and lasts until 8 October (Saturdays and Sundays excepted).
3. A student who cannot move in by the date stated in item 2 due to pending internship or other justified circumstances is obliged to notify the head of the student dormitory accordingly and agree with them on the planned date of moving in – in writing or via electronic mail.
4. A student who has been assigned a place in the student dormitory during the academic year is obliged to move in within 7 days from the assignment.
5. Failure to move in by the dates referred to in item 2 or item 4, subject to item 3, results in the student losing the right to reside in the student dormitory. This does not exclude reapplying for a place in the student dormitory.
6. The student is obliged to move into a room assigned by the student dormitory administration. The preferences of students concerning their roommates are taken into account if possible.
7. Short-term and long-term accommodation lasts from 12 p.m. on the first day of stay until 10 a.m. on the last day of stay.
8. A resident is entitled to move into another room upon submitting a justified request and obtaining the consent of the head of the student dormitory.

### § 3

1. A student who did not reside in the student dormitory during the classes period may apply to be assigned a place in the student dormitory during summer holidays on the same terms as in other times of the year. A place is assigned based on a request submitted to the Student Affairs Section by 20 June. A place in the student dormitory is assigned in agreement with the head of the student dormitory.
2. In the case of residents, accommodation in the student dormitory for the period referred to in item 1, on the same terms as in other times of the year, is extended upon submitting a request to the head of the student dormitory by 15 June. The head of the student dormitory notifies the Student Affairs Section about extending the accommodation.
3. During summer holidays, the head of the student dormitory does not guarantee that the resident will be able to stay in the same room or in the same student dormitory. If assigning a place in the hitherto occupied student dormitory for summer holidays is not possible, a place in another student dormitory is assigned in the manner as specified in item 1.
4. The extension referred to in item 2 may be refused, in particular, if the resident is in arrears with fees for using a place in the student dormitory.
5. Accommodation during summer holidays lasts no longer than until 15 September, with the exception that residents granted a place in the student dormitory for the next academic year are not required to move out for the last two weeks of September.

### § 4

1. During summer holidays, student dormitories may be used as hotel facilities.

2. The number of places in the student dormitory set aside for use as a hotel facility is determined by the head of the student dormitory based on the number of resident's approved applications for assigning a place and extension of accommodation for summer holidays, and based on renovation needs and bookings by organisers of scientific conferences.

#### § 5

1. A student is obliged to sign an agreement listing the terms and conditions of using a student dormitory place on the date of moving into the student dormitory, but not later than by 8 October. If a student is assigned a student dormitory place during the academic year, the student is obliged to sign an agreement listing the terms and conditions of using a student dormitory place on the date of moving into the student dormitory, but not later than within 7 days from that date.
2. A model agreement listing the terms and conditions of using a student dormitory place is provided in Appendix 2 to the Ordinance introducing these Regulations.
3. The person authorised to conclude agreements listing the terms and conditions of using a student dormitory place on part of AMU is the head of the student dormitory.
4. Failure to sign the agreement listing the terms and conditions of using a student dormitory place by the deadlines stated in item 1 is tantamount to waiving the assigned place.

#### § 6

1. The amount of fees for using a student dormitory place for a particular academic year is set by means of an Ordinance of the Rector after obtaining an opinion of the student self-government.
2. A student assigned a place in the student dormitory from the first day of the month, is obliged to pay the fee for the entire month, even if they moved in at a later date.
3. If the residence period is shorter than one month, the following rules for paying fees apply:
  - 1) in the case of accommodation for one half of the month (15 days), one half of the fee is collected,
  - 2) in the case of accommodation for less than 15 days, a fee for "short-term residence (PLN per day)" is collected, multiplied by the number of days.
  - 3) in the case of accommodation for more than 15 days, one half of the fee is collected plus a fee for "short-term residence (PLN per day)" for each subsequent day of accommodation in excess of 15 days.
4. Fees for using a place in the student dormitory are paid by residents to their individual bank account number as stated by AMU. Fees are considered received when the payment has been credited on the individual bank account assigned to the resident.
5. Residents are obliged to pay the fee for using a place in the student dormitory by the 15th day of the month for which the payment is made, and if they moved in in

the second half of the month, then by the last day of the month. If a resident terminates the agreement, they are obliged to pay the fee for the relevant month at the latest on the last day of accommodation.

6. Fees for short-term accommodation are settled on the last day of stay.
7. If the deadline for paying fees for using a place in the student dormitory falls on a day that is a statutory holiday or Saturday, the deadline lapses on the next day which is not a statutory holiday or Saturday.
8. Except as otherwise decided by the Rector, the accommodation of students enrolled for the first year of the first-cycle programme or the first year of the long-cycle programme on 28-30 September of that year and students of other years on 30 September is considered paid by paying the fee for October of that year, provided that such students are assigned places in the student dormitory for the next academic year.
9. The duty of paying fees for using a place in the student dormitory granted for an academic year arises on 1 October or on the date stated in the agreement listing the terms and conditions of using a place in the student dormitory, except as otherwise decided by the Rector. In other cases, the duty arises on the first date of the assignment or the date stated in the agreement, except as otherwise decided by the Rector.
10. In the case of arrears in paying fees for using a place in the student dormitory, the resident is obliged to pay statutory interest for delay for each day of being in arrears with payment.
11. In particularly justified cases, especially in the case of evidenced financial hardships or random events resulting in temporary financial hardships, upon a written and justified request of the student the Rector or a Vice-Rector acting on their behalf may consent to extending the payment deadline or release the student from the obligation to pay interest. The request for extension of the deadline should receive an opinion of the head of the student dormitory. Documents confirming circumstances that justify extension of the deadline should be attached to the request.
12. In the case of delay in payment of fees for using a place in a student dormitory for two subsequent months, the head of the student dormitory calls the resident in writing to make a payment by a designated deadline, not longer than 7 days from the date of serving the payment request, on pain of depriving the resident of the place in the student dormitory.
13. If the resident fails to pay the entire amount of fees for using a place in the student dormitory, together with statutory interest for delay as stated in the payment request, the matter is forwarded for pre-court collection (the AMU Main Collection Officer), and if pre-court collection is not effective, to the AMU Attorneys-at-Law Office in order to bring the matter before the court. Together with forwarding the matter, the head of the student dormitory submits a request for depriving the resident of the place in the student dormitory.

## § 7

1. The resident is entitled to host visitors during night time, not more frequently than seven times per month, on condition of obtaining the consent of other residents staying in the same room or segment. Residents staying for the night pay fees according to the “visitor stay during night time (PLN per night)” rates.
2. If the number of seven stays per month is exceeded, the persons referred to in item 1 are obliged to pay fees for each subsequent night according to the “short-term stay (PLN per day)” rates.
3. A visitor staying in the student dormitory after curfew without the consent of the head of the student dormitory is obliged to settle the fees for staying in the student dormitory according to the “visitor stay during night time (PLN per night)” rates.
4. In the cases referred to in items 1 or 3, the visitor pays the fee in cash or by card at the student dormitory’s reception desk. If the visitor defaults on the payment, the obligation to pay the fee is imposed on the resident hosting the visitor.
5. The rates referred to in this section are set by the Ordinance of the Rector referred to in section 6(1).

## **Chapter III**

### **Deposit**

## § 8

1. A deposit is made in order to secure potential AMU claims on account of costs of repairing damage to the room or other areas of the student dormitory caused by a resident, failure to return the entrusted equipment, as well as outstanding fees for using a place in the student dormitory.
2. The amount of deposit, which is returned without interest, is equal to a monthly fee for using an assigned place in a particular student dormitory. AMU may make deductions from the deposit in order to satisfy the claims referred to in item 1. The resident is obliged to replenish the deposit amount each time it has been used by AMU within 14 days from the date of set-off.
3. The resident pays the deposit when moving in for more than one month, on the date of moving into the student dormitory, to the individual bank account number as stated by AMU.
4. If the deposit has not previously been used in whole or in part to cover the costs of repairing damage caused by the resident in the student dormitory, or outstanding monthly fees for a place in the student dormitory, it may be credited towards the fees for the last month in staying in the student dormitory.
5. If the resident has exchanged their place for a place in another student dormitory, the amount of deposit is changed to match the amount in effect in the student dormitory where the new place is located. The overpayment of a deposit, as previously paid, may be credited towards the next monthly fee for using a place in the student dormitory.

6. The deposit is returned, in whole or in part, within 30 days from moving out, to the bank account as stated by the resident, unless credited in whole or in part towards the claims as stated in item 1.

## **Chapter IV**

### **The rights and duties of student dormitory residents**

#### § 9

1. A student dormitory resident has the right to:
  - 1) utilise the premises and furnishings meant for general use according to their purpose;
  - 2) host visitors on conditions as stated in these Regulations;
  - 3) change a room on conditions as stated in these Regulations;
  - 4) submit comments and requests concerning the condition of furnishing and the functioning of the student dormitory to the head of the student dormitory;
  - 5) enter and leave the student dormitory at any time;
  - 6) have their bedsheets changed at dates set by the student dormitory administration, not more frequently than once per month;
  - 7) waive their place in the student dormitory during the academic year by submitting a written statement at least three days before the 15th day of the month, or at the end of the month. Upon waiving a place in the student dormitory, the agreement listing the terms and conditions of using a place in the student dormitory is terminated.
2. A student dormitory resident is obliged to:
  - 1) comply with the provisions of these Regulations;
  - 2) produce their student dormitory resident card, or in exceptional situations – their student card, on request of a student dormitory staff member;
  - 3) comply with generally applicable rules of social conduct, good manners, as well as the ordinances and decisions of AMU authorities and the head of the student dormitory;
  - 4) comply with OHS provisions, fire protection provisions, and order regulations related to the functioning of the student dormitory;
  - 5) comply with generally applicable provisions of law, in particular the Act on Upbringing in Sobriety and Counteracting Alcoholism of 26 October 1982, the Act on Protecting Health Against The Effects of Using Tobacco And Tobacco Products of 9 November 1995 and the Act on Counteracting Drug Addiction of 29 July 2005.
  - 6) care about the furnishings of the student dormitory;
  - 7) maintain suitable order in their room, bathroom, toilet and premises meant for general use, and to utilise the property and furnishings of the student dormitory according to their purpose;
  - 8) observe the curfew from 11 p.m. to 6 a.m.;
  - 9) turn off taps, lock windows and room doors while away from the room;

- 10) pay fees for using a place in the student dormitory and make a deposit in a timely fashion;
  - 11) segregate waste and regularly put it in bins outside the student dormitory, and to save electric energy;
  - 12) immediately notify the student dormitory administration of any noticed malfunctioning of installations and equipment of the student dormitory as well as any damage to furnishings of rooms and premises meant for general use.
3. In particular, residents of a student dormitory must not:
- 1) use the following in the rooms: kitchen stoves (electric, gas or fuel), electric heaters, ovens, toasters, fryers, or other heat-emitting equipment which may cause a fire hazard, except for equipment pre-installed in the student dormitory;
  - 2) leave powered-on electrical appliances unattended;
  - 3) use open fires or perform other activities resulting in excess smoke or mist in rooms;
  - 4) smoke tobacco, e-cigarettes or other devices;
  - 5) give away or exchange the assigned place (room) on their own;
  - 6) sell tobacco products, narcotic drugs, alcohol or other stimulants;
  - 7) use hand-held fire fighting equipment without justification;
  - 8) leave waste in locations not intended for this purpose (in particular in corridors, staircases and generally accessible premises);
  - 9) keep pets, except for guide dogs;
  - 10) conduct economic, trade or manufacturing activities;
  - 11) interfere with the fire protection system components (in particular cover fire detectors and air vents, and depressurise fire extinguishers);
  - 12) use sound equipment and other devices that emit noise and vibrations beyond the room in which the device is located so as to interfere with the study or relaxation of other residents;
  - 13) load and store batteries, scooters and other engine vehicles; if this point is not complied with, equipment held by the resident will be transferred to the student dormitory's storeroom;
  - 14) tamper with locks and duplicate keys, damage walls, doors, elevator cars and the furnishings of rooms and general use premises.

## **Chapter V**

### **Order regulations**

#### **§ 10**

1. A curfew is in place in the student dormitory from 11 p.m. to 6 a.m.
2. Hosting visitors in a room is allowed with the consent of all present roommates, while observing the following provisions:
  - 1) a visitor is obliged to:
    - a) show proof of identity that includes a photograph to the receptionist;

- b) state their first and last name and the room number of the visited person to the receptionist for the purposes of registration;
  - c) comply with the provisions of these Regulations;
  - d) remain in the student dormitory not longer than until curfew time;
- 2) the visited resident is liable for the conduct of the visitor.
3. On a written request of the resident, the head of the student dormitory may consent to extending the stay of visitors in the student dormitory, provided that this is not bothersome for the other residents. The consents referred to in the preceding sentence are not granted during term examinations.

#### § 11

1. Reception staff may refuse entry to the student dormitory to a person who is not a resident, is under the influence of alcohol or other narcotic drugs, or poses a threat to the life, health, safety or order in the student dormitory.
2. If a threat to life or health arises in the student dormitory, a reception staff member calls the Police and immediately notifies the head of the student dormitory.

#### § 12

Making changes to the furniture and design of rooms requires prior consent of the head of the student dormitory. This applies, in particular, to: installing own furniture, moving furniture between rooms, taking furniture outside of rooms, drilling holes in walls, hammering in nails, and painting walls.

#### § 13

1. Failure to report defects or malfunctions which caused damage to room furnishings or building infrastructure results in financial liability of the resident.
2. Reporting a malfunction means that the resident consents to administration staff entering the room even when its occupants are not present.
3. Before moving out, a resident is obliged to settle all obligations related to residing in the student dormitory (including covering potential costs of repairing damage caused by the resident), clean the room/segment and return entrusted furnishings in the same quantity and quality, together with the room key/card. A resident is obliged to maintain the room in a non-deteriorated condition, with the provision that they are not liable for deterioration of furnishings resulting from normal wear and tear.
4. If a resident leaves the student dormitory without paying the amounts due and returning the entrusted equipment, the personal belongings of the resident will be packed under supervision and deposited in the storeroom for one month while notifying the resident about the place and date of picking them up, on pain of removing them for disposal. Belongings not picked up by the stated deadline are removed for disposal.



## **Chapter VI**

### **Resident responsibility**

#### **§ 14**

1. The handover and return of rooms together with their furnishings is confirmed by a report in the presence of the resident and a student dormitory staff member. The handover report is enclosed to the agreement listing the terms and conditions of using a place in the student dormitory.
2. A resident bears full financial liability for all culpable damage to equipment or furnishings as well as any losses and damage to the property of the student dormitory.
3. Anyone causing the fire alarm to go off on its own due to smoke in the room will be charged with the costs of unjustified fire service intervention.
4. If a resident fails to voluntarily settle any amounts due for damage and losses to property or for unjustified fire service intervention within 7 days from being served a payment request, the head of the student dormitory makes a note about the need to deduct the amount due from the deposit. A copy of the note is served to the resident without undue delay.
5. If the head of the student dormitory cannot enforce the amount due for property damage from the resident in the manner provided for in item 4 or if the amount of damage exceeds the amount of deposit, the matter is brought, without undue delay, before the competent Vice-Rector who decides the further course of action.
6. The administration of the student dormitory does not bear financial liability for private belongings of residents and persons staying in the student dormitory, unless such private belongings were damaged or destroyed due to a fault of AMU.

## **Chapter VII**

### **Loss of right to reside in the student dormitory**

#### **§ 15**

1. A resident loses the right to reside in the student dormitory in the following cases:
  - 1) failure to move into a student dormitory by the deadlines referred to in section 2(2) or (4), subject to section 2(3);
  - 2) suspension of a student or a final decision imposing a disciplinary penalty suspending the right to reside in a student dormitory;
  - 3) loss of student status (removal from the student roster, graduation).
2. A resident may be deprived of the place in the student dormitory by a decision of the Rector or authorised Vice-Rector in the following cases:
  - 1) arrears in paying fees for using a place in the student dormitory for two subsequent months;
  - 2) failure to make or replenish the deposit by the required deadline;
  - 3) gross violation of the agreement listing the terms and conditions of using a place in the student dormitory by the resident;

- 4) giving a place in the student dormitory to another person (in such a case both persons are deprived of the right to occupy a place in the student dormitory);
  - 5) preventing a roommate from moving into the room occupied by the resident;
  - 6) gross violation of these Regulations, in particular in the case of acts of vandalism or persistent violation of curfew or rules of social conduct by the resident or their visitor.
3. The decision depriving the resident of a place in the student dormitory is final. The decision is not governed by the provisions of the Code of Administrative Procedure. The resident has no right to appeal the decision to the Regional Administrative Court.
- A decision depriving the resident of a place in the student dormitory may be applied for by the head of the student dormitory.
4. The Rector or authorised Vice-Rector notifies the head of the student dormitory and the Student Affairs Section of the decision referred to in item 2.
  5. The issuance of a decision depriving the resident of a place in the student dormitory does not release the resident from the obligation to pay outstanding fees for using a place in the student dormitory.

## **Chapter VIII**

### **Council of Residents**

#### § 16

1. The Council of Residents represents all residents and organises student life in student dormitories.
2. The Council of Residents is elected by residents of the student dormitory following the rules set out in the AMU Student Self-Government Regulations.
3. Elections to the Council of Residents are held by the student self-government by 30 October of each year. The term of the Council of Residents ends on 30 June of the next year.
4. The Council of Residents represents all residents of the student dormitory. The Council of Residents manages social and cultural activities in the student dormitory and is entitled to speak on all matters related to residence in the student dormitory, in particular to submit opinions, comments and requests about the functioning of the student dormitory to the head of the student dormitory.
5. The Council of Residents supports the head of the student dormitory in enforcing the provisions of the Regulations, and reports each instance of their violation.

## **Chapter IX**

### **Basic rights and duties of the head and staff of the student dormitory**

#### § 17

All activities related to the organisation, administration and economy of the student dormitory are managed by the head of the student dormitory, who is, in particular, responsible for:

- 1) ensuring safety and suitable residential, social and living conditions to residents of the student dormitory;
- 2) maintaining order in generally accessible areas, except for rooms occupied by the residents;
- 3) managing the financial affairs of the student dormitory as part of tasks entrusted by the Rector;
- 4) cooperating with the residents and the Council of Residents, including notifying the residents about all important decisions about student dormitories;
- 5) moving residents in and out according to the assignments they receive.

#### § 18

1. The head of the student dormitory or a student dormitory staff member authorised by them may enter an occupied room or segment solely in the presence of the residents of that room or segment, except for the case referred to in item 3, unless the residents of the room or segment consented to entering in their absence or the situation referred to in section 13(2) occurs.
2. Residents are notified of the visit to inspect the technical condition of the room/segment at least three days in advance electronically or personally by a student dormitory staff member.
3. Inspections of occupied rooms may be staged without the need to notify the residents if:
  - 1) there is a concern of activities that threaten life and health or grossly violate the generally applicable provisions of law;
  - 2) a malfunction that must be immediately repaired or another serious threat to property has been discovered;
  - 3) it is necessary to check the technical condition of installations or exterminate vermin;
  - 4) a window has been left open during the heating season or a heating device has been left turned on.
4. In the cases referred to in item 3, the inspection is staged by a commission appointed by the head of the student dormitory. The commission should consist of at least 3 persons, including one representative of the Council of Residents, and if no representative of the Council of Residents can be included in the commission, then another resident or staff member of the student dormitory.

5. The inspection is summarised by a written report listing the members of the commission, the reason for and the outcome of the inspection. In the absence of the residents, the head of the student dormitory notifies the Council of Residents of the inspection.

§ 19

Amendments to these Regulations are made by the Rector by means of an ordinance.

§ 20

In matters not regulated in these Regulations, the provisions of generally applicable law and internal AMU policies apply.

§ 21

These Regulations enter into force on the date of issuing the ordinance introducing them.