

**STATUTES OF THE STUDENT DORMITORIES  
OF JÓZEF PIŁSUDSKI UNIVERSITY OF PHYSICAL EDUCATION  
IN WARSAW  
(with regard to the campus located at 34 Marymoncka Street, Warsaw)**

**I. GENERAL PROVISIONS**

1. The Statute shall define the laws and obligations of a resident of the Student Dormitory of Józef Piłsudski University of Physical Education in Warsaw.
2. The student dormitory shall constitute the location of students' residence, leisure and learning.
3. The residents of the student dormitory shall be obliged to maintain the dormitory in the proper state and order, as well as actively react to any cases of devastation within the area of the dormitory.
4. The UPE (University of Physical Education) administration in the area of the dormitory shall be represented by the specialist of the dormitory administration who is responsible for any affairs related to functioning of the dormitory not passed on to other employees of the University.
5. The student community of the dormitory shall be represented by the resident council.

**II. DETAILED PROVISIONS**

§ 1

Accommodation in the Student Dormitory

1. The right for accommodation in a dormitory shall be granted for the period of the didactic classes and exam sessions resulting from the academic year schedule enforced by the dean of the department according to the valid provisions and vacancies planned for the students of the department.
2. Accommodation shall be provided by the specialist of the dormitory administration based on the valid decision of the dean of the department.
3. Accommodation for students of the particular university years shall take place on the last working day prior to the „Adaptation day”, the day beginning the didactic practice and the day beginning the didactic classes according to the given academic year schedule and studies program for the particular years. The Division for Student and Doctor Affairs shall inform about the accommodation dates by means of the UPE webpage and notices located within the dormitories.
4. Should the accommodation formalities not be fulfilled within three days from the day of beginning of the didactic classes, the student will forfeit the previously granted right to a room on the premises of the dormitory. There shall be a possibility for the execution of initial accommodation on another date if the dormitory administration is informed about this fact in writing at most 7 days before the beginning of the didactic classes.
5. Before accommodating, the student shall be obliged to pay a deposit subject to any possible overdue charges for the room or costs related to fixing damages inflicted on the territory of the dormitory. The amount of the damage deposit shall be determined by the chancellor of the University of Physical Education. The payment shall be transferred onto the indicated UPE bank account. The deposit is interest free.
6. The following documents are necessary to convey the process of accommodation on the premises of student dormitory:

- 1) student's course registration book (not applicable to first year students)
- 2) Identification Card
- 3) Military Status Book
- 4) Proof of the settlement of the deposit payment
- 5) Student passport type of photo
- 6) Student's bank account number, to which the deposit shall be returned.
7. The dormitory administration shall not accommodate students, who despite the dean's decision for granting the right to a room in a dormitory:
  - 1) are in the arrears with the payment for a room in a dormitory for the previous academic year.
  - 2) have not settled the amount of the deposit.
  - 3) have not presented the required documents
  - 4) received legally valid verdict issued by the arbitrary court of other university students or issued by university disciplinary commission for students with regards to dormitory affairs.
8. Having been accommodated and received the resident's card and room keys, the student shall take the responsibility for the possessions in the occupied room.
9. Having been accommodated and having met all of the formalities, the students shall sign:
  - 1) "Room equipment card"
  - 2) "Resident's card" – the document giving the right to reside in students' dormitory
  - 3) Statement on getting acquainted with the hereinafter provisions of this *Statute...* and the general provisions of the contract of location
  - 4) "Contract of location" regulating the rules of the settlement of payments and rules of correspondence between the student and the University. The student shall be obliged to sign the "Contract of location" within 4 weeks since the accommodation day.
10. The student shall occupy the room, in which he has been accommodated. The room change shall be possible after the consent of the specialist of the dormitory administration has been received.
11. The specialist of the dormitory administration shall be entitled to re-accommodate the student who occupies a shared room alone to another shared room. In the case of a written refusal the student shall be obliged to settle the payment for the occupied place and for all of other free places within the room.
12. The consent to shorten or lengthen the room hire time in a dormitory shall be issued by the chancellor upon the written notice of the student.
13. The accommodation rules for the students of part-time non-stationary studies (assemblies or Saturday and Sunday classes) and other persons who are not University students shall be established by the chancellor.
14. In the case of accommodation granted to a married couple, where one of the spouses is not a UPE student, the accommodation pay rate shall be established by the chancellor.

## § 2

### Checking out of the Student Dormitory

1. The student shall be obliged to move out from student dormitory until the day of the contract validity.
2. While moving out, the student shall be obliged to return the received equipment in person, clean the room, fix any incurred damages and replace all missing equipment.

The specialist of the dormitory administration shall inspect the room in the presence of the student. In the case of not fulfilling any of the aforementioned formalities the specialist of the dormitory administration shall submit a notice on charging the student with the financial compensation and the student shall be obliged to accept the charge. The costs of fixing the damages and completing the missing equipment shall be determined by the chancellor. The final settlement of the room shall be executed by the last moving out student.

3. The student shall lose the right to occupy a place in a dormitory before the period of contract termination, if he:
  - 1) commits gross violation of the tenancy contract or the provisions of the statute of the student dormitories.
  - 2) stays on the leave of absence for one semester or the entire academic year.
  - 3) he has been removed from the list of students or his student rights have been suspended by the legally valid statement of the disciplinary commission.
  - 4) he sublets, under leases or lends a place in the dormitory to other persons or runs business activity on the premises of the dormitory.
  - 5) is in arrears with the dormitory room payment rates for the period of two months.

A student shall be allowed to submit a notice on contract termination before the end of the termination date. The condition of the hire contract termination before the lapse of the due date shall be confirmed by the acquiring of the University chancellor's consent.
4. A student who is deprived of the place in a dormitory shall be obliged to abandon the room:
  - 1) Until the date defined within the decision
  - 2) Immediately (point 3.1) 3) 4) 5)). Immediate eviction shall obligate the student to abandon the room within 48 hours after receiving of the decision. If a student is deprived of a place in a dormitory, he shall ask the particular vice-rector for student affairs in order to receive the formal explanation of reasons for that decision within 14 days. Filing a complaint shall not suspend the execution of the decision connected to the immediate eviction.
  - 3) Eviction of the resident shall mean also eviction of the spouse, if the spouse is not a University student or a candidate for doctor's degree.
  - 4) Compulsory eviction shall not release the student from the obligation of the overdue payment settlement and settling the equipment and devices.
5. Administrative means or a disciplinary proceeding shall be undertaken towards the student who does not obey the aforementioned obligations.

### § 3

#### Accommodation payments

1. Payment for the place in a student dormitory shall be established by the rector in an agreement with the students' council.
2. The payment for the place in a dormitory shall a lump sum amount and it shall amount to:
  - 1) For students accommodated not later than 15<sup>th</sup> day of each month – 100% of the monthly payment.
  - 2) For students accommodated after the 16<sup>th</sup> day of each month – 50% of the monthly payment.

- 3) For students who moped out until and including the 15th day of each month - 50% of the monthly fee.
  - 4) For students evicted after the 15<sup>th</sup> day of each month – proportionally to the number of days resided in the dormitory.
  - 5) In case of months of September and June the payment for a place in a dormitory shall be proportional to the number of resided days.
  - 6) Students of non-stationary studies during the assemblies – the payment for accommodation shall be proportional to the number of resided days.
3. Anyone who shall illegally stay in a dormitory although the eviction date passed shall settle the payment for temporary accommodation. The payment shall be collected for each day of residing in the place, beginning from the day after the eviction date, until the given person moves out.
  4. The payment for a place in a dormitory shall be transferred onto the University bank account indicated in the “Contract...”. The ultimate rent payment date shall be completed on the 15<sup>th</sup> day of each month, except September and another month, which is the month of student’s accommodation. In these cases the repayment of the rent amount shall finish on the last day of the given month.
  5. The day of settlement the financial assets is considered to be date when the assets reach the University bank account.
  6. If the rent payment is not settled within the time defined in § 3 point 4 and other payments for imposed damages are not settled, the consequences shall be as follows:
    - 1) The costs of notices, which shall be paid for the students, shall be calculated.
    - 2) Contractual interest rate shall be calculated.
    - 3) The claim shall be settled through the application of legal actions.
  7. Payment settlement for a place in a dormitory in due time shall constitute one of the criteria which shall define granting the right for accommodation in a student dormitory.
  8. The return of the deposit shall result through the written consent of the student, after eviction from the dormitory and student’s statement on having settled all required payments for a place in a dormitory, onto the student’s bank account indicated in the “Contract...”. The notice template is made available by the specialists of the dormitory administration.

#### § 4

##### Rights of the residents of student dormitory

1. The resident of student dormitory is entitled to:
  - 1) Participate in establishing the schedule for the resident council of the given dormitory.
  - 2) Vote for and be voted for in the process of choosing resident council.
  - 3) Use any public equipment located on the territory of the student dormitory.
  - 4) Welcome guests in the dormitory rooms according to the rules defined in the administrative part of this *Statute*... .

#### § 5

## Obligations of the student dormitory's residents

1. The resident of the student dormitory shall be obliged to:
  - 1) Obey the rules of the „*Statute of the student dormitories of Józef Piłsudski University of Physical Education in Warsaw*” (concerns the campus at 34, Marymoncka Street, Warsaw) and other regulations within this scope.
  - 2) Present a valid “Card of a Student Dormitory Resident” upon entering the area of the dormitory and while collecting the room key.
  - 3) Leave the room key at the reception each time when leaving the dormitory.
  - 4) Obey the decisions of the dormitory administration and arrangements of the resident council issued within their competences.
  - 5) Keep the nocturnal silence from 10 p.m. to 6 a.m.
  - 6) Respect the property and infrastructure of the dormitory and oppose to improper actions towards them.
  - 7) Obey the health and safety regulations and fire protection regulations.
  - 8) Maintain the room, bathroom, toilet, kitchen and other common rooms clean and tidy. Cleaning agents shall be purchased by the student with the application of his own financial assets.
  - 9) Settle the payments for accommodation in a dormitory within the time defined in § 3 point 4.
  - 10) Maintain order and tidiness in the resided room and other rooms on the territory of the dormitory.
  - 11) Obey the rules of cultural coexistence in relation to other dormitory residents.
2. The resident of the student dormitory shall not:
  - 1) Give illegal permission to stay in a dormitory during the nocturnal hours to persons not authorized to reside on the premises of the dormitory.
  - 2) Give up one's place, hire or sell one's place in the room to another person.
  - 3) Gamble on the territory of the dormitory.
  - 4) Copy and sell illegal software, movies, CDs etc.
  - 5) Deal alcohol, cigarettes, drugs and anabolic agents on the territory of the dormitories.
  - 6) Carry in, possess and consume alcohol and hallucinogenic agents on the territory of the dormitory and stay on the territory of the dormitory under the influence of alcohol and hallucinogenic agents or any other intoxicants.
  - 7) Manufacture drugs or possess drugs and drugs manufacturing equipment.
  - 8) Conduct sales and business activity on the territory of the dormitory without the consent of the University authorities.
3. In the case of imposing damage or demolishing the property on the territory of the dormitory the resident shall be obliged to follow the procedure:
  - 1) Liquidation of the damage by the perpetrator(s) shall be executed in accordance with the decision made by the specialist of the dormitory administration or through introduction of the primary order, or through the payment of the appropriate amount of money onto the UPE bank account. The scope of the damage is determined in accordance with the prices defined by the Conservation and Renovation Department. The perpetrators shall liquidate the damage within the period of 7 days.
  - 2) The financial responsibility for the devastation or damage of the occupied room (section) or its equipment shall belong to the perpetrator(s) of the damage. If he or they remain anonymous, the expert of the dormitory administration may request the entire or partial payment from all residents of the room (section), from some of

them or from each of them individually. The entire settlement of the expenses by one of the residents shall release the other co-residents from the payment. There shall be no obligation to liquidate the damages resulting from proper equipment exploitation.

- 3) The obligation to liquidate the inflicted damages in the common areas (kitchens, corridors, bathrooms, laundries, TV rooms, studies) shall belong to the perpetrator(s). If he or they remain anonymous, the costs shall be divided between the residents of the particular floor.
4. The dormitory administration shall not be responsible for the property left unattended in a student's room, if the door to the room has not been locked.
5. The dormitory administration shall not be responsible for the property left in common areas.

## § 6

### Visitation

1. The residents may be visited in the rooms with the consent of the co-residents every day from 6 a.m. to 10 p.m. The following rules shall be obeyed:
  - 1) The visitor shall leave his identification card at the reception for the visitation time, the receptionist shall enter the visitor's personal data into the visitation register.
  - 2) The visitor shall be obliged to obey the provisions of this *Statute*...
  - 3) The visited resident shall be responsible for his visitor's behaviour.
  - 4) Persons who are under the influence of alcohol or any other intoxicants shall not be allowed to enter the territory of the dormitories.
  - 5) The expert of dormitory administration and reception's employees shall be authorized to forbid entering the territory of the dormitory to outsiders who violated the provisions of the *Statute*...
2. From 10 p.m. to 6 a.m. the building of the students' dormitory shall be closed and only residents may enter the building after presenting a valid dormitory resident's card. Authorized employees may also enter the building.
3. If the dormitory resident's card is lost, missed or destroyed, the student shall be obliged to immediately inform the expert of dormitory administration of this fact, otherwise the student shall bear responsibility for any possible damage inflicted by an unauthorized holder of the permanent resident's card.
4. Casual parties shall not take place on the premises of the dormitory.
5. Fires shall not be organized in front of the dormitory or within its neighbourhood except for the special areas, where fires can be organized each time when the consent of the manager of the Division for Student and Doctor Affairs has been acquired.

## § 7

### Administrative provisions

1. The residents shall be obliged to respect the devices and equipment of the dormitory and maintain the order in the living rooms and common areas, such as: day-rooms, studies, corridors, kitchens, laundries, bathrooms, internet rooms. Liquidation of any devastation and completing any lacking equipment by the University services shall be

- included in the general maintenance cost and shall possess the influence upon the amount of the accommodation payment.
2. The residents shall leave the keys to the rooms at the reception. The keys to the rooms shall be issued only to the holders of a valid resident's card. Passing the keys to other persons is forbidden.
  3. The nocturnal silence is binding from 10 p.m. to 6 a.m.
  4. The dormitory residents, who are the users of the rooms belonging to the University, are in particular forbidden to:
    - 1) Use gas cookers, heaters, electric cookers, microwave ovens, washing machines, refrigerators and electric kettles outside the rooms which serve the purpose of their application.
    - 2) Without legal permission apply, rebuild and fix electric, water and gas installations.
    - 3) Install machinery and electric, gas and any other devices which could endanger human health and life.
    - 4) Use the devices and equipment which is not in accordance with their purpose.
    - 5) Insert additional locks in the doors and furniture.
    - 6) Duplicate keys to the living rooms or change the locks.
    - 7) Swap furniture and equipment within the rooms.
    - 8) Keep any items on the communication passages and common rooms.
    - 9) Keep rubbish bags in the common rooms.
    - 10) Throw rubbish, bottles and other items out the window.
    - 11) Use loud speaking devices in the way which disturbs other residents in the process of learning and resting.
    - 12) Place announcements, notices, advertisements outside the special areas which serve this purpose.
    - 13) Install permanent radio and TV aerials inside and outside the building. Radio sets and TV sets shall be registered and paid for by the user.
  5. Installation and use of additional electric devices and changing the room equipment shall be possible only with the chancellor's consent.
  6. Keeping animals in rooms and feeding animals on the territory of the dormitories is prohibited.
  7. Any failures and damages which occur within the rooms shall be reported by the residents at the reception. If a breakdown or a failure, which damages the room equipment or the building infrastructure, is not reported, the residents of the particular room (section) shall be charged.
  8. The bed linen shall be changed on the days and during the hours established by the Administration of the Dormitory, at least once a month.
  9. Smoking tobacco on the territory of the dormitories shall be forbidden.

## § 8

### Resident Council

1. The resident council is an authority of student self-government, appointed in order to organize the living on the territory of the dormitory, shall stimulate and control the observance of the proper cultural coexistence of dormitory residents.
2. The election of the resident council shall be organized by student self-government according to the rules defined in the 'Regulations of the Student Self-government Council'.

3. The resident council shall represent the dormitory residents in the following fields:
  - 1) The regulations of dormitory functioning system.
  - 2) Observance to this Statute... by the residents.
  - 3) Use of common devices, equipment and rooms.
  - 4) Organization of residents' work for the Student Dormitory and its surroundings.
  - 5) Solving residents' social problems and problems resulting from living in a dormitory.
4. The resident council in agreement with student self-government shall participate in creating the statute of the student dormitory or submit notices on amending the statute.
5. The resident council shall conduct referendum concerning affairs which are significant to all dormitory residents.
6. The dormitory administration shall on running basis inform the resident council of the residing students' arrears concerning the dormitory accommodation payments and possible suspicions of the *Statute*... violation.

## § 9

### Final provisions

1. The Specialist of the Dormitory Administration or a person authorized by the Specialist and a security employee shall be permitted to enter the room in presence of its residents.
2. The Specialist of the Dormitory Administration or a person authorized by the Specialist and a security employee shall be permitted to enter the room in absence of its residents: for safety reasons, in situation endangering the proper functioning of the object and in sudden situations, when immediate actions must be undertaken in order to prevent a failure.
3. In the case of endangering the order and safety of the residents, the expert of dormitory administration shall be authorized to call the administrative services, including the police, and immediately inform the vice-rector of the University of this fact. After the working hours of the dormitory administration the authorization shall be passed on to the resident council and the reception employees.
4. The provisions of this *Statute*... shall remain valid for the entire academic year. During the summer holidays period the chancellor shall have the right to introduce additional administrative provisions, which shall be passed on to the residents until the day of June, 30, of the given calendar year.
5. The information concerning the dormitory residents who have violated the provisions of this *Statute*... or any other Ordinances binding for the student dormitory residents shall be passed by the University chancellor to the rector in order to institute explanatory or disciplinary proceedings, or terminate the contract.
6. The violations committed under the influence of alcohol and hallucinogenic agents shall be treated with particular rigor.
7. The appeal authority for all cases (except contracts) included in the *Statute*... shall be the dean of the particular department of Józef Piłsudski University of Physical Education in Warsaw.
8. This *Statute*... shall become valid on the day it has been signed.