

RULES AND REGULATIONS OF THE VIZJA ACADEMIC HOUSING NETWORK

The purpose of the Rules and Regulations of the VIZJA Academic Housing Network (hereinafter referred to as: **The Regulations**) is to determine the internal order, the rules of operation and residence, as well as responsibilities when staying at apartments rented by students of the University of Economics and Human Sciences in Warsaw, and define the mutual relations, duties and permissions of the Residents in relation to the duties and powers of the administration of the VIZJA Academic Housing Network and the general regulations in force.

§1 DEFINITIONS.

Meaning of the terms used in the Regulations:

- 1) **Regulations** - Rules and Regulations of the VIZJA Academic Housing Network,
- 2) **The University** or **AEH** - University of Economics and Human Sciences in Warsaw,
- 3) **VIZJA Academic Housing Network** - otherwise known as AHM VIZJA, an integral part of the University of Economics and Human Sciences in Warsaw; an organizational unit responsible for organizing student accommodation for the duration of studies,
- 4) **Housing Unit** - a place of temporary residence, a place of study and individual work, and a place of rest for eligible AEH students,
- 5) **Resident** - student or other person accommodated in the AHM VIZJA housing unit,
- 6) **Student** - a person studying at the University.

§2 AHM VIZJA.

1. The management and administration of the housing units is carried out through the AHM VIZJA organizational unit consisting in: The Manager of AHM VIZJA and other staff of AHM VIZJA.
2. AHM VIZJA is to ensure proper housing as well as social and living conditions in addition to security for the residents.
3. The Manager of AHM VIZJA has the right to issue recommendations, information and penalties for breach of order, which help implement and maintain the provisions of these Regulations.
4. The operation and functioning of AHM VIZJA is supervised by the Managing Director of AEH.

§3 RULES OF ACCOMMODATION AND CHECK-OUT.

1. Making a reservation of a place in the Housing Unit and making an accommodation booking are subject to prior reading and acceptance of the Regulations document, which is available on the website: <https://asm.vizja.pl/>.
2. A person who has completed the formalities related to accommodation, i.e. made a reservation, filled in and signed the questionnaire (application), paid the fees related to the handling of the lease process (administration fee, deposit) and signed the lease agreement is entitled to live on the premises of AHM VIZJA.

3. Reservation is not tantamount to the allocation of an apartment. Apartment space is allocated on the basis of applications submitted, paid fees related to the lease and reservation processes, on the terms and conditions specified in the lease agreement.
4. A student residing at AHM VIZJA Housing Unit in the previous academic year has the right to book a room, with priority right, for the following year without paying the administrative fee.
5. AHM VIZJA may refuse to accept a person who has grossly violated the Regulations or internal regulations in force at the University, in particular by causing damage to property or other persons.
6. Fees related to the lease process are refundable, with the deduction of an administration fee, if:
 - 1) the student has resigned from education at the University and has not started studying due to health reasons confirmed by a medical certificate or other important and documented reasons, or
 - 2) the student received a decision refusing to issue a visa within the meaning of the provisions of the Act of 12 December 2013 on Foreigners (Dz.U. z 2017 r. poz. 2206 i 2282 oraz z 2018 r. poz. 107, 138 i 771 [Journal of Laws of 2017, items 2206 and 2282 and of 2018, items 107, 138 and 771]),
7. If the student does not check in for reasons attributable solely to AHM VIZJA, then the fees paid for handling the lease process will be returned in full.
8. The administration fee is not refundable if the student:
 - 1) was not in the apartment on the date specified;
 - 2) resigned from their place (also after starting their stay).
9. In justified cases it is possible to change the apartment, after obtaining the approval of the AHM VIZJA Manager.

§4 RESIDENT RIGHTS.

The resident has the right:

- 1) to issue applications concerning organizational matters related to accommodation to AHM VIZJA and the bodies of the University,
- 2) use all common rooms of the accommodation in which the accommodation is located for common use in accordance with their intended purpose and, in the case of equipment, in accordance with the instructions of their use,
- 3) to enter and leave their apartment at any time of the day,
- 4) receive guests under the following conditions:
 - a) guests are allowed to enter and leave the premises of the Apartment only in the presence of the host (Resident);
 - b) guests can stay at the premises of the Apartment during visiting hours, i.e. from 6 a.m. to 10 p.m.;
 - c) entering is forbidden for guests of the Residents who have been previously removed from the housing units for disciplinary reasons.

§5 THE DUTIES OF A RESIDENT.

The Resident is obliged, in particular, to:

- 1) comply with these Regulations and the decisions of AHM VIZJA Manager and Managing Director of AEH within their scope of competence,
- 2) observe OHS, fire, sanitary and property safety regulations,
- 3) observe the accommodation and check-in rules in force at AHM VIZJA
- 4) respect the generally accepted principles of social coexistence, observing the right of others to undisturbed silence while studying and relaxing, refraining from exposing others to harmful or disruptive behavior,
- 5) maintain cleanliness and tidiness in the room, sanitary facilities and common areas and promptly notify the AHM VIZJA administration within 2 days of the occurrence of any damage, breakdowns, etc., by e-mail via email: asm@vizja.pl ,
- 6) respect and take care of the property provided (Housing Unit and property) and keep it in proper condition and order, including refraining from destroying and misusing it,
- 7) bear all responsibility (including material responsibility) for the entrusted property and possible damage caused by the Resident, as well as by their guest,
- 8) use water and electricity frugally,
- 9) sort the garbage,
- 10) pay the fees related to residence and accommodation in a timely manner, including paying the penalties referred to in §6 sec. 5 point 3 of these Regulations,
- 11) observe curfew from 10 p.m. to 6 a.m.,
- 12) immediately notify AHM VIZJA of an accident or an infectious disease of a co-resident which occurred in the premises of the Housing Unit
- 13) present the room rental agreement, confirmations of payments made and other relevant documents each time at the request of the University representatives,
- 14) return the cleaned Housing Unit in an undamaged sanitary and technical condition.

§6 RULES OF USE AND SANCTIONS.

1. The curfew is set from 10 p.m. to 7 a.m., during which all persons staying at AHM VIZJA are obliged to behave in a way that does not violate the right of other persons to rest.
2. In the premises of the AHM VIZJA Housing Unit, the following are forbidden:
 - 1) bringing, consumption of alcohol and the taking of narcotic drugs or similar substances (e.g. designer drugs),
 - 2) smoking and electronic cigarettes,
 - 3) gambling,
 - 4) using the premises and equipment in the Housing Unit in a manner inconsistent with the intended use of the premises,
 - 5) possessing firearms and pneumatic weapons,
 - 6) using gas cookers, electric cookers, heaters, washing machines, etc., and additional equipment which is not part of the premises outside the spaces provided for that purpose,

- 7) bringing in and keeping animals,
 - 8) bringing in and storing items that may pose a danger to life, health and property or cause inconvenience to other residents,
 - 9) replacing locks in the room door and making keys without the administration's consent,
 - 10) sharing a room with another person,
 - 11) throwing objects into sanitary facilities that could cause damage or malfunction,
 - 12) throwing any objects out the window,
 - 13) changing places or room in AHM VIZJA without the consent of the AHM VIZJA Manager.
3. An inspection may be carried out at AHM VIZJA Housing Units which:
 - 1) checks the rooms and common rooms for completeness of equipment and technical condition,
 - 2) checks the rooms for cleanliness, sanitation and their use in accordance with the Regulations.
 4. An AHM VIZJA employee has the right to inspect the performance of the tenancy agreement by the Resident not more than once a month, including the right to inspect the Housing Unit in the presence of a person authorized by the Manager of AHM VIZJA. Each inspection date shall be agreed between AHM VIZJA and the resident by telephone or e-mail at least 1 day in advance.
 5. The AHM Manager is authorized to take appropriate measures in response to violations. Any violation of the AHM VIZJA Regulations may be penalized by:
 - 1) a single verbal or written reminder,
 - 2) a written warning,
 - 3) a penalty for breach of order,
 - 4) stripping the right of living in AHM VIZJA with immediate check-out of the occupied room.
 6. The penalty referred to in §6 sec. 5 sec. 3 is a pecuniary penalty, measured in proportion to the offense.
 7. AHM VIZJA employees have the right to check the identity of all persons staying in the premises at any time, especially those using the room key.
 8. The administration of AHM VIZJA has the right, in justified cases, to prohibit access to the AHM VIZJA premises to outside persons and to order persons disturbing the peace of resident to immediately leave the premises.
 9. Special events on the premises of AHM VIZJA may be organized only on the basis of an individual consent of the AHM VIZJA Manager, specifying their mode and rules.
 10. Damage and disorderly conduct caused by the event participants shall be the responsibility of, besides perpetrators, the organizer of the event, unless all obligations imposed on them by the Manager of AHM VIZJA were fulfilled and that all appropriate measures to prevent the damage or disorderly conduct were taken.
 11. If necessary, the administration or persons authorized must call the competent law enforcement.

§7 CHECK-OUT.

1. Check-out includes returning the set of apartment keys by the Resident, handed over in accordance with the acceptance protocol, after the prior removal of all the objects constituting the Resident's property,

restoration of the room and common appliances to their original state in accordance with the concluded lease agreement and in accordance with the provisions of the Civil Code.

2. Check-out is tantamount to termination of the lease.
3. Check-out takes place at the latest on the last day of the month paid for by the Resident by 12:00 a.m..
4. In case of damage to equipment or missing equipment, the Resident is obliged to cover the costs of repair or damages and purchase of new equipment. The amount intended to cover the repair or removal of damage shall be deducted from the deposit.
5. If the amount referred to above exceeds the deposit paid, the Resident shall pay the difference in full, within 7 days of receiving the notification from the Manager of AHM VIZJA.
6. The resident can be checked out immediately:
 - a) in case of failure to leave the premises within the period specified in the lease agreement (expiry of contracts),
 - b) in case of drastic violation of social coexistence norms and persistent action against domestic order,
 - c) if, as a student, they were removed from the list of students or had their student rights suspended by a decision of the disciplinary committee or is on long-term leave, unless they obtained appropriate permission to continue to use the apartment in the Housing Unit,
 - d) intentional damage or theft of property of AHM VIZJA or a Resident of the Housing Unit,
 - e) violation of bodily integrity of persons staying in the premises,
 - f) arrears (despite a reminder) in fees for the stay in AHM VIZJA,
 - g) failure to observe the sanitary conditions of an apartment or the Housing Unit.
 - h) gross violation of the provisions and applicable rules of the AHM VIZJA Regulations.
7. Immediate check-out means the obligation to leave AHM VIZJA within 1 day (24 hours).
8. Immediate check-out does not release you from the obligation to pay any overdue fees and to adhere to acceptance protocol for the equipment according to the lease agreement.
9. If the resident does not fulfil the obligation to check out, AHM VIZJA shall be entitled to enter the premises and to draw up a report on the spot, as well as to remove the items from the premises and deposit them for storage at the Resident's expense and risk.
10. The items removed referred to in sec. 9 shall be deposited at the expense of the Resident. The storage of the movables in the depository will last 30 days, after the expiry of the above period they will be destroyed by a commission.

§8 RESPONSIBILITY.

1. Without the need to inform the Residents, also during their absence in the Housing Units, checks may be carried out in situations where there is a suspicion of:
 - a) a threat to life or health of a Resident,

- b) a violation of applicable legal regulations and the provisions of these Regulations,
 - c) a failure that needs immediate repair.
2. The checks referred to in paragraph 1 may be carried out by the AHM VIZJA Manager or an authorized staff member.
 3. During the absence of residents referred to in sec. 1, checks may be performed only for important reasons. After the checks, a protocol should be drawn up and the residents of the apartment or segment should be notified.
 4. The administration of AHM VIZJA is not responsible for the private belongings of the residents, which are located on the premises of the Housing Unit.
1. The resident bears full, individual responsibility for the property entrusted to them under the lease agreement.
 2. The host (the Resident) is responsible for the behavior of the visitors, who is also financially liable for damage caused by the guests.
 5. The Residents of the Housing Unit are jointly liable for all damages and deficiencies in the common areas. Exemption from liability is possible only by proving that the damage and deficiencies were caused exclusively by criminal activity or force majeure.

§9 FINAL PROVISIONS.

1. Disputed matters not included in these Regulations concerning residents shall be settled by decision of the Manager of AHM VIZJA.
2. The Managing Director of the University shall be the Appeal Body for all matters arising under these Regulations.
3. In matters not regulated by these Regulations, the provisions of the Civil Code shall apply.
4. The Managing Director of the University shall be the Appeal Body for all matters arising under these Regulations.