

COLLEGIA DORMITORY REGULATIONS

The terms used in the Regulations have the following meanings:

1. Landlord – SILVER ROCK INVESTMENT INVESTMENT Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk (80-244) at Aleja Grunwaldzka 82, entered into the Register of Entrepreneurs of the National Court Register kept by the Gdańsk-North District Court in Gdańsk, VII Commercial Department of the National Court Register under the number KRS 0000398432, NIP: 7010317713, REGON: 145836795.
2. Tenant - a person who has entered into a Dormitory Room Tenancy Agreement with the Landlord, where the following categories of persons may be granted Tenant status:
 - a. first and second year students as well as uniform master's students enrolled at a Polish university;
 - b. foreign students;
 - c. persons educating after graduation in order to obtain the right to practice a profession, until they finish 35 years of age;
 - d. participants of doctoral studies and postdoctoral students;
 - e. other people after obtaining the consent of the Landlord.
3. Dormitory – a multi-storey collective residence building located at No. 13 Sobieskiego street in Gdańsk, intended for housing Tenants, along with a service zone and a one-level underground car park.
4. Room – a specific room in the Dormitory indicated by the Landlord, provided in the single or double variant with equipment, prepared and intended for the Tenant to use under the Tenancy Agreement.
5. Day of handing over the Room - the first day of the Tenancy Agreement.
6. Room card – a proximity card provided to the Tenant for the duration of the tenancy, used to enter the Dormitory, use the services provided by the Landlord, and open and close the Room door using the electronic lock system.
7. Common Areas – Dormitory areas intended for all Tenants for shared use, which include, in particular: a common learning room, a relaxation area, an underground car park, a fitness room, a laundry room, a bicycle storage room, which will be used by the Tenants in accordance with individual regulations of their use available on spot.
8. Food Court – a place dedicated to food and beverage services separated in the Dormitory.
9. Tenancy Agreement – a Dormitory Room tenancy agreement concluded between the Landlord and the Tenant.
10. Regulations – these Regulations of the Collegia Dormitory
11. Website – the Landlord's website, located at: <https://www.collegia.pl/>
12. User – a person who, seeking to conclude a Tenancy Agreement, uses the Website.
13. Rent – a cash benefit for using the Room owed to the Landlord, payable by the Tenant in the amount and on conditions specified in the Tenancy Agreement, where the benefit also includes the costs of operating the Dormitory incurred by the Landlord.
14. Deposit – cash paid by the Tenant for securing all the Landlord's claims related to the Tenancy Agreement, in particular for contractual penalties, delays in the payment of Rent, repair costs resulting from the improper use of the Landlord's property or damage caused to it, the amount of which corresponds to PLN 1,500.00.
15. Administration Fee – a one-off fee in the amount of PLN 300.00 paid by the Tenant, required to conclude the Tenancy Agreement to compensate the Landlord for administrative, correspondence, legal, accounting and other costs related to the conclusion of the Tenancy Agreement, not refundable to the Tenant in the event of expiry or termination of the Tenancy Agreement.

§1. Subject of the Regulations

1. The Regulations include in particular the rights and obligations of Dormitory Room Tenants, as well as the rules for concluding, modifying and terminating Tenancy Agreements, as well as issues related to the functioning of the Dormitory.

2. The Regulations are an integral part of the Tenancy Agreement. By signing the Regulations, the Tenant conforms to have read and accepted their provisions.
3. The content of these Regulations is available any time at the place designated for it inside the Dormitory and online on the Landlord's Website.

§2. Room Booking and Conclusion of the Tenancy Agreement

1. In order to conclude the Tenancy Agreement, the User should book the Room using one of the solutions presented in § 2.2-5.
2. When using the Website, following the guidelines outlined in it, the User is asked to provide his/her personal data necessary for the preparation and conclusion of the Tenancy Agreement, to consent to their processing and to accept the content of these Regulations, bearing in mind the following:
 - a) by going to the Room selection, the User may choose the room variant, indicating the duration of the Tenancy Agreement and the intention to use additional services provided by the Landlord, such as a parking space in the underground car park or bicycle storage room. The specific Room is automatically selected by the IT system with parameters and location as close as possible to the one requested by the User, and the booking is confirmed. If the Room is unavailable and the Tenancy Agreement cannot be concluded, the User will be immediately informed about it by means of an appropriate message generated on the Website or in another manner provided by the Landlord,
 - b) after selecting the Room and agreeing by the User on the Website to the contents of the Tenancy Agreement, the Regulations and enclosures, and after completing the entire booking process on the Website, the User will receive a booking confirmation by e-mail. The Tenancy Agreement is concluded as from the moment the User receives the booking confirmation. In the booking confirmation, the User will receive information about the obligation to pay the Deposit and the Administration Fee to the bank account indicated in the booking confirmation, which should be made in the form of a bank transfer from a bank account held only by the Tenant or on the Website with a payment card belonging to the Tenant, where such a payment is deemed to be a verification of the Tenant's identity and the correctness of his/her personal data provided during the booking process;
 - c) immediately after receiving this confirmation, the final version of this Agreement supplemented by the content provided by the User when making the booking will be sent to the User's email address.
3. The Tenancy Agreement is automatically terminated if:
 - a) the Tenant, within 3 days from receipt of the confirmation of booking the Room, but each time not later than on the Room handing-over date, has failed to transfer for the benefit of the Landlord the Deposit or the Administration Fee to the bank account indicated in the booking confirmation or has failed to pay same by card in person at the Landlord's registered office;
 - b) the Tenant, within 7 days of the agreed date of handing-over the Room, has failed to appear to accept the Room or has failed to pay the first Rent. In this case, the Landlord reserves the right to keep the Deposit paid by the Tenant and apply it towards compensation for termination of the Tenancy Agreement due to the Tenant's fault, unless the Tenant each time informs the Landlord, at least 3 days in advance, of his/her inability to appear and pays the Rent due for the month in which the Room was to be handed over. Should this be the case, the Tenancy Agreement is not terminated, and the Landlord does not hold the right to retain the Deposit.
4. The Room may be booked via e-mail, by sending a declaration of intention to conclude the Tenancy Agreement directly to the Landlord's e-mail address, as well as by using the contact form on the Website. The provisions of § 2.2 shall apply accordingly, taking into account the specificity of information exchange via electronic mail.
5. The Room may be booked and the Tenancy Agreement concluded in person at the Landlord's registered office or sales office. In this case, the Tenancy Agreement is concluded when it is physically signed and the Administrative Deposit and Fee are paid, bearing in mind the following:
 - a) The Tenant has the option of choosing the Room also in the double option, however, in this case, the Tenant makes the booking and concludes the Tenancy Agreement with the participation of the other person who wants to use the Room, who is also obliged to conclude the Tenancy Agreement on his/her own behalf. This person is subject to all the requirements and obligations foreseen for the Tenant in the process of concluding and performing the Tenancy Agreement, in particular such as the requirement to pay the Deposit, the Administration Fee and the Rent.

- b) The consequences of the Tenant's failure to appear to accept the Room and the failure to pay the first Rent (in the case of a Double Room, the total rent payable for the entire Room) within 7 days from the set Date of handing over the Room referred to in § 3.b) shall apply accordingly.
6. In particularly justified cases, due to the occurrence of circumstances which the Landlord could not foresee, the Landlord reserves the right to transfer the Tenant to another Room the standard of which does not differ from the Room rented so far.

§3. Tenant's Rights and Obligations

1. The Tenant is obliged to:
 - a) comply with the provisions of the Tenancy Agreement, the Regulations, individual regulations for the use of Common Areas and customary norms resulting from social co-existence, with tolerance and mutual respect for other people in the Dormitory;
 - b) use of the Room and its equipment and Common Areas in accordance with the provisions of these Regulations and individual regulations for the use of Common Areas with respect for the rights of other persons;
 - c) keep the Room clean and in good technical and hygienic-sanitary condition, care for its equipment and use it in a manner not exceeding normal wear and tear, and keep order in the Common Areas of the Dormitory;
 - d) rationally use water, electricity and other utilities;
 - e) waste segregation in accordance with applicable requirements and legal regulations;
 - f) use the Room only for residential purposes;
 - g) respect the curfew applicable between 10:00 p.m. and 06:00 a.m.;
 - h) make all payments to the Landlord under these Regulations and the Tenancy Agreement in a timely manner;
 - i) update personal and contact details provided to the Landlord;
 - j) inform the Landlord about any defects, failures or damages noticed in the Room or Common Areas, and about any violation of the Regulations and individual regulations regarding the use of the Common Areas by other persons;
 - k) strictly comply with fire protection and health and safety regulations;
 - l) notify the Landlord of the loss or theft of the Room Card;
 - m) inform the Landlord about any situations which pose or are likely to pose a threat to other Tenants and other persons staying in the Dormitory;
 - n) allow the Landlord to access the Room on conditions specified in §4.1 of the Regulations;
 - o) comply with all decisions and recommendations of the Landlord regarding security or order in the Dormitory.
2. The Tenant is entitled to:
 - a) associate with other Tenants, with the prior consent of the Landlord, in student organisations or groups operating in the Dormitory;
 - b) use the Common Areas on terms specified in the Regulations, individual regulations for the use of Common Areas and the Tenancy Agreement;
 - c) receive guests on conditions specified in §5 of the Regulations;
 - d) use the Internet in a way that does not breach the law or standards of public decency and does not threaten the security of the network in accordance with the provisions of §6 of the Regulations
 - e) enter and leave the Dormitory round the clock
3. The Tenant is not allowed to:
 - a) smoke tobacco products, electronic cigarettes or tobacco heaters.
 - b) drink alcohol in the Common Areas, however, this does not apply to the Food Court located in the Dormitory or to events organised by the Landlord during which this ban will be explicitly lifted;
 - c) conduct any business or commercial activity in the Room or Common Areas
 - d) display announcements, posters or advertisements outside the designated places;
 - e) consume, bring, produce or use prohibited substances or products;
 - f) store substances or devices hazardous to human life or health or arduous to the environment;
 - g) use electronic devices that significantly exceed power consumption standards;
 - h) excessively or grossly consume water and heat energy for heating the Room;
 - i) keep or store animals;
 - j) organise or participate in gambling games in the Dormitory;

- k) behave in a way that hinders other tenants from living peacefully, rest or study, in particular by excessive use of sound equipment and other behavior violating public order and decency;
- l) introduce any building, technical or installation modifications in the Room, change the intended purpose of the Room, change the decor of the Room, in particular by interfering in the condition and arrangement of furniture, painting walls, floors, doors, windows, as well as drilling in walls or hammering any items or interfering in their structure in any other way;
- m) interfere in any scope in the functionality of electronic locks enabling access to the Room or add or modify the Room Card, as well as transfer it to other persons unauthorised to use the Room;
- n) cover, shade or interfere in any other way in the operation of the fire protection system;
- o) use open fire;
- p) park vehicles or keep bicycles and other means of transport in places not intended for this;
- q) sub-let the Room or its part or give it for free use to a third party.

§4. Landlord's Rights and Obligations

1. The Landlord is entitled to:
 - a) enter the Room in the absence of the Tenant, in the event of emergency, in particular in the event of suspecting a threat to life or health, risk of damage, flooding, destruction or fire inside the property, suspecting a failure requiring immediate repair, and also in the event of suspecting material breach of these Regulations or applicable law;
 - b) enter the Room to carry out necessary repairs, maintenance, sanitation and technical inspections and other activities required by applicable law after prior notification to the Tenant;
 - c) install the video monitoring system in the Common Areas of the Dormitory and its immediate surroundings for the purpose of improving the safety of Tenants and other persons;
 - d) conduct and organise cultural and educational activities by organizing events in the Dormitory.
2. The Landlord is obliged to:
 - a) ensure that the Tenant can properly use the Room and Common Areas;
 - b) maintain order in the Common Areas;
 - c) make repairs reported by the Tenant.

§5. Receiving Guests

1. Guests may be received by the Tenant in the Room and Common Areas between 6:00 a.m. and 10:00 p.m.. The guest may be received in the Room if the other Tenant of the Room does not object.
2. Guest accommodation in the Room is possible after prior booking with the Landlord and the Tenant paying a fee of PLN 50, payable in the Dormitory in advance. The Landlord also allows the possibility of making bookings and payments via the mobile application if it is made available to Tenants for use.
3. In order to enter the Dormitory, the guest presents to the Landlord his/her ID card or other identity document.
4. The guest visiting the Tenant is obliged to comply with the provisions of these Regulations. The Tenant is jointly and severally liable for any damage caused by the guest in the Room and its equipment, as well as in the property located in the Common Areas.
5. In justified cases, in particular due to aggressive behavior, as well as the suspicion of being under the influence of alcohol or other intoxicants, the Landlord reserves the right not to admit such guests to the Dormitory or to remove them from the Dormitory without having to refund the accommodation fee.

§ 6. Rules for Using the Internet

1. Each Tenant who has appropriate equipment specified in the Landlord's separate recommendations is provided by the Landlord with access to the Internet via the Dormitory's infrastructure.
2. The network speed and other technical conditions depend on the network infrastructure in the Dormitory and the number of users.
3. The network is made available by providing the Tenant with a login and password and assigning an individual IP number, or in another way determined by the Landlord.

4. The Tenant may not use the network for activities contrary to the law, public decency, or threatening the security of the network, in particular:
 - a) use the network for illegal activities by sending, sharing or using content or materials that violate the rights of third parties, in particular those subject to protection of intellectual property not belonging to the user;
 - b) upload or share content that may violate personal rights;
 - c) use the network for the mass distribution of unsolicited advertising content;
 - d) distribute computer viruses and other programs that may damage Internet users' devices;
 - e) use P2P applications;
 - f) provide third parties with data enabling access to the network;
 - g) conduct commercial activities through the network;
 - h) take any other actions that may be considered potentially dangerous for the functioning of the network, in particular: attempting to gain access to any network resources to which the user is not authorised, attempting to bypass the security measures used for wireless access, starting service servers on devices connected to the network, etc.
5. The Tenant is obliged to:
 - a) properly protect his/her devices against unauthorised access from outside;
 - b) comply with the Landlord's recommendations regarding the proper operation of the network;
 - c) report any irregularities noticed in connection with the operation of the network.
6. In the event of failure to comply with the provisions of § 6.4 or § 6.5 above, the Tenant may be temporarily or permanently disconnected by the Landlord from access to the network.

§7. Material Responsibility

1. The Landlord is not financially responsible for the property brought by the Tenant to the Room, as well as for damage or loss of a vehicle, bicycle, other means of transport or any other movable property of the Tenant left in the Common Areas.
2. The Landlord shall not be liable for any unintentional interruptions in the distribution of water, electricity or other utilities in the Dormitory, or for any damage caused to the Tenant due to these interruptions.
3. The Room Tenant is liable in full for damages caused by his/her fault in the Room and its equipment, as well as in the property located in the Common Areas, including for wear and tear of items exceeding the one caused by their proper use. If the person responsible cannot be indicated, the Tenants of a Room are jointly and severally liable for any damage caused to the Room and its equipment.

§8. Final Provisions

1. The Regulations shall apply until further notice.
2. The Landlord is entitled to amend the Regulations in the event of:
 - a) introducing new laws or repealing or amending universally binding laws to the extent related to the activities of the Dormitory;
 - b) issuing court or public administration bodies decisions which affect the provisions of the Regulations;
 - c) the need to adapt the provisions of the Regulations to the requirements related to ensuring the safety of persons and property in the Dormitory and in the event of other occurrences which in a particular way justify the need for changes.
3. The Landlord is obliged, not later than 7 days before the proposed day of entry into force of the change referred to in the preceding paragraph, to inform the Tenant thereof, providing information on the legal basis of the change and its actual circumstances.
4. The Landlord is planning for the Regulations to be drawn up and made available in other language versions, with the proviso that in the event of disputes or doubts related to the interpretation of the Regulations, the version drawn up in Polish shall prevail.