

COLLEGIA DORMITORY REGULATIONS

The terms used in the Regulations have the following meanings:

1. Landlord – Silver Rock Investment Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk (80-216) at ul. Sobieskiego 13, entered in the Register of Entrepreneurs kept by 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 the Tenant status:
 - a. students of first and second degree studies as well as of uniform master's studies, 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 persons after obtaining the Landlord's consent.
3. Dormitory – a multi-storey collective residence building located at Aleja Grunwaldzka 239 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 be used 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 available on spot.

8. Tenancy Agreement – a Dormitory Room tenancy agreement concluded between the Landlord and the Tenant.
9. Regulations – these Regulations of the Collegia Dormitory
10. Website – the Landlord's website, located at: <https://www.collegia.pl>
11. User – a person who, seeking to conclude a Tenancy Agreement, uses the Website.
12. Rent – a cash benefit for using the Room owed to the Landlord 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.
13. Deposit – the sum of money specified in the Tenancy Agreement, 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 the Rent, repair costs resulting from the improper use of the Landlord's property or damage caused to it.
14. Administration Fee – a one-off fee in the amount specified in the Tenancy Agreement, 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, and 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 a designated place 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, in accordance with the guidelines outlined there, the User is asked to provide his/her personal data necessary for drawing up and concluding the Tenancy Agreement, to consent to their processing and to accept the content of these Regulations, bearing in mind the following:
 - a) in the Room selection, the User may choose the room variant, indicate 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 those requested by the User. If the Room is unavailable and the Tenancy Agreement cannot be concluded, the User will be immediately informed about it by an appropriate message generated on the Website or in another manner provided by the Landlord;
 - b) after the User has selected the Room and agreed on the Website to the contents of the Tenancy Agreement, the Regulations and enclosures, and after the entire booking process on the Website has been completed, 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.
3. If the Service is not functioning, 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, and 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.
4. If the Service is not functioning, the Room may be booked and the Tenancy Agreement concluded in person at the Landlord's registered office or sales office. Should this be the case, the Tenancy Agreement is concluded once it has been physically signed and the Deposit and Administrative Fee have been paid, bearing in mind the following:
5. The Tenant may choose the Room also in the double option, however, in this case, the Tenant makes the booking and concludes the Tenancy Agreement together with the other person who wants to use the Room, who is also obliged to conclude the Tenancy Agreement in his/her own name. 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.
6. In particularly justified cases, due to the occurrence of circumstances which the Landlord could not foresee, the Landlord reserves the right to move 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 due tolerance and mutual respect for other persons in the Dormitory;
 - b) use 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 due 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) sort waste according to applicable requirements and law;
 - f) use the Room only for residential purposes;
 - g) respect the quiet night hours 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) immediately inform the Landlord about any defects, failures or damages noticed in the Room or Common Areas, and about any violation by other persons of the Regulations and individual regulations regarding the use of the Common Areas;
 - 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 Landlord's prior consent, 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 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, unless the Tenant receives the Landlord's prior consent;
- 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, including weapons of any kind;
- 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, resting or studying, in particular by excessive use of sound equipment and other behaviour violating public order and decency;
- l) introduce any construction, technical or installation modifications in the Room, change the intended purpose of the Room, change the decor of the Room, in particular by interfering with the condition and arrangement of furniture, by painting walls, floors, doors, windows, as well as by drilling in walls or hammering any items or interfering in the structure in any other way; as well as make any repairs of the installations that are in the Room; In the event of the unauthorised interference or other damages caused, the Tenant will be informed about the cost of repairs after it has been estimated;
- m) interfere in any scope with the functionality of electronic locks enabling access to the Room or add or modify the Room Card, or hand it over to other persons unauthorised to use the Room;
- n) cover, shade or interfere in any other way with the operation of the fire protection system, or otherwise the Tenant will be charged PLN 500 for as damages for each violation found;
- o) use open fire;
- p) park vehicles or keep bicycles and other means of transport in places which are 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, without the Tenant's consent, 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, in the event of suspecting material breach of these Regulations or applicable law, and also – after prior notification to the Tenant – to carry out necessary repairs, maintenance, sanitation and technical inspections and other activities required by applicable law. If the Tenant is not present in the Room, the Room may be entered by two persons appointed by the Landlord. The Tenant will be notified about each entry to the Room during his/her absence;
 - b) 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;
 - c) conduct and organise cultural and educational activities by organizing events in the Dormitory;
 - d) carry out periodic inspection of shower stalls and sanitary systems with at least 3-day notification to the Tenant, and in the event of the Landlord finding the state of the shower stall inappropriate, to obligatory cleaning thereof at the Tenant's expense of PLN 300 – 500.
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. The Tenant may receive guests 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 and/or staying in the Room is possible after prior booking with the Landlord and 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. In the event of the guest breaching the provisions of these Regulations, especially causing disturbance at night, the Landlord is entitled to ask the guest out of the Dormitory while keeping the fee.
5. In justified cases, in particular due to aggressive behaviour, as well as a guest is suspected 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 which are contrary to law, public decency, or threaten 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 owned by 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: attempt to gain access to any network resources to which the user is not authorised, attempt to bypass the security measures used for wireless access, start 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 the 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 the network.

§7. Material Responsibility. Contractual penalties

1. The Landlord is not financially responsible for the property brought by the Tenant to the Room, or 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 such interruptions.
3. The Tenant is liable in full for damages caused by his/her fault to the Room and its equipment, as well as to 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.
4. The Landlord shall assess and charge the following penalties on the Tenant:
 - a. For deliberate activation of the level 1 alarm, the penalty of PLN 500.
 - b. For the activation of the level 2 alarm (mobilisation of the fire brigade), the penalty of PLN 4,000.
 - c. For attempting to unscrew or tamper with a fire detector, the penalty of PLN 4,000.
5. The Landlord shall be entitled to seek compensation from the Tenant in the full amount for damages related to the violation of, among other things, fire regulations.

§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) new laws are introduced or universally binding laws to the extent related to the activities of the Dormitory are repealed or amended;
 - b) issue of decisions by court or public administration bodies which affect the provisions of the Regulations;
 - c) the provisions of the Regulations need to be adapted 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 grounds of the change and its actual circumstances.
4. The Landlord's intention is 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.

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