



Ljubljana, 30 October 2018 Number: 01415/1/5/7

Pursuant to the 12th indent of Article 11 of the Decision establishing the 'Študentski dom' public institute (Official Gazette of the Republic of Slovenia No. 67/12, 24/13, 63/13, 79/15, 52/16, 12/17 and 76/17; hereinafter: the Decision establishing the public institute) and the 13th indent of Article 18 of the Articles of Association of the Študentski dom Public Institute (of 14 March 2013, the consent of the Government of the Republic of Slovenia of 15 March 2016, of 17 December 2015, of 10 July 2017, the consent of the Government of the Republic of Slovenia of 31 May 2018, the consent of the Government of the Republic Institute) and based on the opinion of the Student Residents Board, the Council of the Študentski dom Public Institute Ljubljana, at its 22nd meeting on 29.10.2018, adopted the following

# DORMITORY RULES

# I. GENERAL PROVISIONS

#### Article 1 (Purpose)

The Dormitory Rules stipulate:

- 1. General provisions;
- 2. Rules on the residents' moving into the Institute, within the Institute and out of the Institute;
- 3. Rights and obligations of residents;
- 4. Organisation of residents;
- 5. Rights and obligations of employees and authorised persons of the Institute;
- 6. Reception, rounds and professional security services;
- 7. Disciplinary responsibility of residents;
- 8. Tourist activity;
- 9. Transitional and final provisions.

# Article 2

# (Application)

(1) The provisions of these Rules apply equally to all residents in all dormitories and buildings of the Študentski dom Ljubljana Public Institute (hereinafter referred to as: the Institute).

(2) In addition to these Rules, the residents who reside in private apartments managed by the Institute are also obliged to adhere to written and unwritten rules and agreements of the neighbourhood in individual multi-dwelling buildings.

#### Article 3

# (Registered office and business address of the Institute, names and addresses of individual dormitories and apartments, intended for the residents)

(1) The registered office and the business address of the Management Board of the institute is Ljubljana, Svetčeva ulica 9, Ljubljana.

(2) The Institute includes the following dormitories: Dormitory A, at the address Kardeljeva ploščad 15, Ljubljana; Dormitory B, at the address Kardeljeva ploščad 13, Ljubljana; Dormitory C, at the address Kardeljeva ploščad 14, Ljubljana; Dormitory D, at the address Kardeljeva ploščad 12, Ljubljana; Dormitory Topniška, at the address Topniška 31, Ljubljana; Dormitory Akademski kolegij, at the address Vilharjeva 13, Ljubljana; Dormitory FDV, at the address Kardeljeva ploščad 5, Ljubljana; Post-graduate student dormitory - Dom podiplomcev Ljubljana (hereinafter referred to as DPL, at the address Gosarjeva 9, Ljubljana; Dormitory Ilirska, at the address Ilirska 2, Ljubljana; Dormitory Poljanska cesta, at the address Poljanska cesta 59, Ljubljana; Dormitory VŠZ, at the address Zdravstvena pot 3, Ljubljana; ŠD3, at the address Cesta v Mestni log 70, Ljubljana; ŠD4, at the address Cesta v Mestni log 72, Ljubljana; Dormitory III, Dormitory IV, Dormitory V, Dormitory VI, Dormitory II, Dormitory II, Dormitory II, Dormitory X, Dormitory V, Dormitory XII, Dormitory VII, Dormitory XIV, all at the address Svetčeva ulica 9, Ljubljana; Dormitory XII, Dormitory XIV, all at the address 55, Ljubljana.

(3) The Institute also comprises the apartments at the addresses Rimska cesta 7a, Bičevje 1 and Hacquetova 3 and 6, all located in Ljubljana.

#### Article 4

# (Residential and common premises of the Institute, buildings and surrounding areas)

(1) The Institute has the following residential premises: rooms (single and double bed), studio apartments, apartments (single and multi-bed), apartments for people with special needs (impaired mobility, etc.) and family apartments.

(2) The terms room, studio or apartment are used hereinafter for the designation of residential premises.

(3) The Institute has the following common areas: halls, corridors, kitchens, bathrooms, study rooms/info-rooms, club rooms/TV rooms, sport and recreation areas, laundry rooms for the residents, joint balconies and terraces, bicycle sheds, parking spaces/garages, a culture hall, a music room, a gardening room, an art studio and a conference room.

(4) The Institute also comprises the external areas, the administrative building, a restaurant and a café.

(5) The areas surrounding the Institute include: pathways, driving routes, parks, green areas, sports areas, car parks and a kindergarten with a playground.

# Article 5 (Persons eligible for accommodation)

The residents of the Institute are:

# 1. <u>Students:</u>

a) Undergraduate, graduate and postgraduate students who have the right to subsidised accommodation in accordance with the Rules on Subsidised Accommodation of Students (hereinafter: the Rules on Subsidised Accommodation), including the special-needs students with their assistants and students that have changed the study programme or course;

b) Student families, in which one or both partners have the right to subsidised accommodation;c) Scholarship holders of the Ministries of the Republic of Slovenia (hereinafter: RS).

# 2. <u>Other users:</u>

a) Employed third-level postgraduate students with the status of a young researcher (hereinafter referred to as the Young Researchers) pursuant to the provisions of the Rules on Accommodation in the Institute (hereinafter referred to as the Rules);

b) Third-level postgraduate students who do not have the citizenship of the RS and do not have the status of a Young Researcher, but receive a RS scholarship (hereinafter referred to as the Scholarship Holders) pursuant to the provisions of the Rules;

c) Visiting higher education lecturers and assistants and visiting researchers, pursuant to the provisions of the Rules.

# 3. <u>Other students:</u>

a) Students who have no right to subsidised accommodation in accordance with the Rules on Subsidised Accommodation;

b) Foreign students visiting higher education institutes in the framework of the exchange programmes defined in the Rules governing the tuition fees and accommodation in public student dormitories for the Slovenians without a Slovenian citizenship and foreigners in the RS studying in the RS at public or private higher education institutes according to the valid undergraduate, graduate and/or postgraduate programmes.

# 4. <u>Other residents:</u>

Other residents can move into the Institute on the basis of the registered other activities of the Institute according to Article 8 of the Decision establishing the 'Študentski dom' public institute, subject to the priority list and the number of available beds and the chronological order of received applications, pursuant to the Rules on Subsidised Accommodation or Rules.

# Article 6

# (Student Dormitories Office and Reception Offices)

(1) The Student Dormitories Office is responsible for deciding on the right to subsidised accommodation and is located in Rožna dolina, Dormitory VI, at the address Svetčeva ulica 9, Ljubljana.

(2) The Reception Office manages all affairs related to the accommodation in the Institute. One of the Reception Offices is located at the registered office and the business address of the Institute, i.e. Ljubljana, Svetčeva ulica 9, Ljubljana, and the other in DPL in Bežigrad District at Gosarjeva 9, Ljubljana, for the DPL residents.

(3) Hereinafter, the term Reception Office is used for both Reception Offices.

(5) The offices listed hereunder operate within the office hours published at the Institute's website <u>http://www.stud-dom-lj.si</u> (hereinafter referred to as the Institute's Website).

# Article 7 (Procedures)

All procedures in the Institute shall be performed personally by the resident or by another person on their behalf with an authorisation on the prescribed form.

# II. RULES ON THE RESIDENTS' MOVING INTO THE INSTITUTE, WITHIN THE INSTITUTE AND OUT OF THE INSTITUTE

# Article 8

# (Legal grounds for moving into the Institute and accommodation agreement)

(1) Students (Item 1 of Article 5) shall move in on the basis of the fulfilment of conditions for subsidised accommodation in accordance with the Rules on Subsidised Accommodation and the notice on the referral to move into the Institute, issued by the Student Dormitories Office.

(2) Young Researchers (Item 2 a) of Article 5) and Scholarship Holders (Item 2 b) of Article 5) shall move in on the basis of the fulfilment of conditions in accordance with the Rules and the notice on the referral to move into the Institute, issued by the DPL Reception Office.

(3) Visiting higher education lecturers and assistants, as well as visiting researchers (Item 2 c) of Article 5) shall move in on the basis of the fulfilment of conditions pursuant to the provisions of the Rules, the agreements signed with the higher education institutions, research and other organisations and other competent institutions and authorities, as well as the issued accommodation reservations.

(4) The Scholarship Holders of the Ministry of the RS and foreign students visiting higher education institutes in the framework of the exchange programmes (Items 1 c) and 3 b) of Article 5) shall move in on the basis of the agreements signed by the higher education institution, the competent ministry and the scholarship providers, and based on the agreements signed between the Institute and the competent institutions for international student exchange.

(5) Students who have no right to subsidised accommodation pursuant to the Rules on Subsidised Accommodation (Item 3 a) of Article 5) and other residents (Item 4 of Article 5) shall move in on the basis of the Decision establishing the public institute, taking into account the available beds and the chronological order of received applications.

(6) All persons eligible for accommodation under Article 5 of these Rules can move in once they have signed the accommodation agreement, with the exception of the visiting higher education lecturers and assistants, as well as the visiting researchers (Item 2 c) of Article 5) who move in on the basis of the accommodation reservation issued by higher education institutions, research and other organisation, and other competent institutions.

(7) The accommodation agreement shall be drafted by the Reception Office. A sample of the agreement is published on the Institute's Website.

(8) The accommodation agreement is the legal ground of the agreed relationship between the contracting parties, an integral part of which are also these Rules published on the Institute's Website. The accommodation agreement is made in three copies of which each contracting party receives one copy; the third copy is sent to the guarantor. On the day of the signing of the

accommodation agreement, the resident undertakes the obligation to pay the Institute all obligations.

(9) The residents shall keep the accommodation agreement until they move out. If the resident loses the accommodation agreement, s/he receives a duplicate at the Reception Office. The cost of the duplicate is paid according to the Price List of the Material and Services of the Student Affairs Department (hereinafter referred to as the Price List of the Institute Services), published on the Institute's Website.

# Article 9

# (Data upon moving in)

(1) Students (Item 1 of Article 5) who obtain the right to subsidised accommodation shall submit the following upon moving in:

1. a notice on the referral to move in;

2. a certified statement of the guarantor on debt assumption or a certificate of payment of a security deposit;

3. an identification document;

4. an envelope with the guarantor's address and a stamp.

(2) Young researchers (Item 2 a) of Article 5) and Scholarship Holders (Item 2 b) of Article 5) shall submit the following upon moving in:

1. a notice on the referral to move in;

2. an identification document;

3. a statement of employment (Young Researchers) or statement of non-employment (Scholarship Holders);

4. a certified statement of the guarantor on debt assumption (Scholarship Holders) or a certificate of payment of a security deposit;

5. an envelope with the guarantor's address and a stamp.

(3) Visiting higher education lecturers and assistants and visiting researchers (Item 2 c) of Article5) shall submit a personal document upon moving in.

(4) Students who have no right to subsidised accommodation pursuant to the Rules on Subsidised Accommodation (Item 3 a) of Article 5) shall submit the following upon moving in:

1. A certified statement of the guarantor on debt assumption or a certificate of payment of a security deposit;

2. An identification document;

3. An envelope with the guarantor's address and a stamp.

(5) The Scholarship Holders of the Ministry of the RS and foreign students visiting higher education institutes in the framework of the exchange programmes (Items 1 c) and 3 b) of Article 5) shall submit the following upon moving in:

1. An identification document;

2. A certificate of the payment of security deposit (foreign students visiting higher education institutes in the framework of the exchange programmes);

3. A certificate or a decision in which the competent authority decides on the right to reside in the RS.

(6) Other residents (Item 4 of Article 5) shall submit the following upon moving in:

1. An identification document;

2. A certified statement of the guarantor on debt assumption or a certificate of payment of a security deposit;

3. A certificate or a decision in which the competent authority decides on the right to reside in the RS;

4. An envelope with the guarantor's address and a stamp.

(7) The residents of the Institute must submit the certificate or decision from the fifth and the sixth paragraphs hereunder no later than within 8 (eight) days of moving into the Institute.

(8) The residents of the Institute must submit a certified statement of the guarantor from the first, second, fourth and sixth paragraphs hereunder and/or the notice on the referral to move into the Institute no later than within 8 (eight) days of moving into the Institute.

(9) Any exceptions related to the submitted documents, in particular on the payment of a security deposit instead of a certified statement of the guarantor, shall be decided by the Director or a person authorised by the Director.

#### Article 10

# (Obligations of foreign residents upon moving in)

(1) Foreign residents who are not European Union citizens require a valid passport and a visa or a residence permit (unless provided otherwise by the law or an international treaty). Foreign residents are obliged to acquire the residence permit prior to entering the Republic of Slovenia, unless provided otherwise by the law, and submit it to the Institute when they move in. The request for the issue of the permit referred to in the previous sentence must be submitted at the authorised diplomatic mission or consular post of the Republic of Slovenia abroad or at the competent authority of the RS if so provided by the Aliens Act.

(2) Foreign residents who are citizens of the European Union do not need a permit to enter the RS, i.e. a visa or a residence permit. They can enter the RS with a valid identification document. Foreign residents referred to in the present paragraph must submit to the Administrative Unit the application for the issue of a certificate of registration of residence in the RS on the day they move in or the following day. The certificate on the basis of which the Administrative Unit permits residence until the final decision on the application is issued must be submitted by the residents to the Institute within three days of moving in, while the subsequent issued certificate of residence must be delivered to the Institute immediately.

# Article 11

# (Security deposit)

(1) The security deposit is paid for the obligations that occurred during the period of the contractual relationship and shall be returned to the resident within one month of the termination of the contractual relationship if the Institute finds that there are no further claims against the resident; otherwise, any potential payment obligation is offset in a final statement.

(3) The institute may use the security deposit to pay the rent due, other costs of accommodation, as well as any damage caused by the resident.

(3) The amount of the security deposit shall be determined by the Director or a person authorised by the Director for each academic year, taking into account twice the average of a monthly market rent.

#### Article 12 (Period of residence in the Institute)

(1) Students (Item 1 of Article 5) shall reside in the Institute for the period in which they meet the conditions and criteria for subsidised accommodation. Regardless of the previous sentence of this paragraph, the said students shall also reside in the Institute for the period in which they meet the conditions and criteria pursuant to the Decision establishing the Institute.

(2) Young Researchers (Item 2 a) of Article 5) and Scholarship Holders (Item 2 b) of Article 5) shall reside in the Institute for the period in which they meet the conditions and criteria for the accommodation of Young Researchers and Scholarship Holders in the Institute.

(3) Visiting higher education lecturers and assistants, as well as visiting researchers (Item 2 c) of Article 5) shall reside in the Institute during the period for which the accommodation reservation has been issued, in accordance with the agreement signed by the Institute with the higher education institutions, research and other organisations and other competent institutions and authorities.

(4) Students who do not have the right to subsidised accommodation (Item 3 a) of Article 5) and other residents (Item 4 of Article 5) shall reside in the Institute for a mutually agreed period of time or for a period specified in a potential certificate or decision in which the competent authority decides on the right to reside in the RS, but no later than by 30 September, or 31 October in DPL, of the current academic year.

(5) The Scholarship Holders of the Ministry of the RS and foreign students visiting higher education institutes in the framework of the exchange programmes (Items 1 c) and 3 b) of Article 5) shall reside in the Institute for a period specified in the certificate or decision in which the competent authority decides on the right to reside in the RS, but no later than by 30 September of the current academic year.

# Article 13

# (Rights and obligations)

(1) By moving into the Institute, the eligible person obtains the status of a resident of the Institute and thus assumes the rights and obligations arising from the accommodation agreement and these Rules.

(2) The resident is obliged to keep all documents received upon moving in until they move out. The resident is obliged to show a valid identification document at the request of the authorised person of the Institute.

(3) The resident shall be obliged to report any change of personal information or data that changes the guarantor's statement to the Reception Office within 8 (eight) days and provide evidence of the new situation.

(4) The rights and obligations obtained by the resident by moving in are detailed in the sections on the rights and obligations of the Institute's residents.

# Article 14 (Informing the residents)

(1) Information important for all residents is available on the Institute's Website.

(2) Information, notifications, invitations, etc. (hereinafter: mail), sent by the Institute to the residents, shall be transmitted in electronic form via e-mail or through the MojStudent application. The mail shall be deemed to be served on the 8th (eighth) day after it is sent.

(3) Upon moving in, the residents shall receive a password and user name to access the internet and to access the MojStudent application. The residents shall be obliged to sign into the MojStudent application and enter a valid electronic address to which they will receive various notifications from the Institute, relevant for residing in the dormitories.

(4) Regardless of whether the residents performed their duty of signing into the application or if they follow the posts in the MojStudent application on a weekly basis, it shall be deemed that they have received all mail sent by the Institute though the MojStudent application after the date of moving in.

# Article 15 (Special move-ins)

(1) When placing a resident into a dormitory and a room, the Institute takes into account the capacities, the vicinity and the student's year of studies at the higher education institution in which the student is enrolled, the purpose of the dormitory, the musician/athlete status and the resident's wishes.

(2) Foreign students visiting higher education institutes in the framework of the exchange programmes (Item 3 b) of Article 5) can move into the dormitories offered to them.

(3) Customised apartments are available for special-needs residents and their assistants.

(4) Special apartments are available for student families.

(5) Residents who want peaceful residing can stay at the quiet dormitories, i.e. Dormitory II, Dormitory V, Dormitory VI and Dormitory XII and the apartment at Rimska cesta 7a.

(6) A resident who moves into a quiet dormitory or apartment referred to in the preceding fifth paragraph shall be obliged to comply with the rules applying to quiet dormitories or the rules of the neighbourhood applicable to a multi-dwelling building. In the opposite case, the resident shall be moved to another dormitory or apartment or may even be required to move out, according to the provisions of these Rules.

(7) The residents who wish to reside in a quiet dormitory or a single-bed room or a single-bed apartment must submit a written application, published on the Institute's Website.

(8) The criteria for granting a single-bed room to a resident are:

- that the person is a resident at the Institute;
- that the person is at least in the 3rd year of studies (Level 1);
- that no disciplinary action has been taken against that person.

(9) The Reception Office shall keep a waiting list based on the applications received. In case the resident does not respond to the invitation to move within 5 (five) working days of receiving the

invitation, they shall be deleted from the waiting list and the next person on the waiting list shall be invited to move in.

# Article 16

# (The process of moving in)

(1) A resident is moved in by the Reception Office which issues the move in minutes and arranges for the registration of the temporary residence immediately after signing the accommodation agreement. A resident shall be obliged to move in within 2 (two) working days after signing the accommodation agreement with the help of the dormitory keeper and sign the minutes on the takeover of the room (establishment of the condition of the room, acceptance of keys).

(2) Notwithstanding the preceding paragraph, the residents of DPL take over the keys at the DPL Reception Office.

(3) If a resident fails to take over the room by signing the minutes or fails to start residing in the Institute without a justified reason within the time period set in the first paragraph, it shall be deemed that the resident has moved in and the Institute shall be entitled to the settlement of financial commitments.

(4) In the case referred to in the preceding paragraph, the Institute may terminate the accommodation agreement.

(5) Notwithstanding the third paragraph of this Article, a resident who moves in and out on the same day or within the time period set in the first paragraph and with the assistance of the dormitory keeper and the Reception Office, shall bear the cost of the move-in procedure in accordance with the applicable Price List of Services.

# Article 17 (Moves within the Institute)

(1) During their stay at the Institute, a resident may, at their own request, move to another room or dormitory in the manner and according to the procedure set in this Article and in Article 18 of these Rules.

(2) In general, no movement at one's request is possible during the period of the Institute's priority tasks. The Institute performs its priority tasks during the period of move-ins of the students who obtained the right to accommodation.

(3) For a move at their own request, a resident shall pay the costs of the moving procedure and any other costs according to the Price List of Services, provided by the Institute.

(4) A resident shall be obliged to move to another room or dormitory if there is justified reason to believe that the safety of people or property may be at risk, when required by the nature of restoration or maintenance works, the economy of operations, the sanitary or healthcare measures, sports, cultural or other events, performance of the Institute's tourist activity (Section VIII of these Rules), force majeure and a disciplinary action (reminder with the sanction to move),

(5) A resident shall be obliged to move within a reasonable time period set by the authorised person of the Institute.

# Article 18

# (The process of moving within the Institute)

(1) A resident who wants to move to another room or dormitory for any reason whatsoever must submit a written request with an explanatory note via the MojStudent application.

(2) A resident can move after handing over the room and any common premises in the apartments, appropriately cleaned and maintained, to the keeper who drafts the handover and acceptance minutes establishing the condition of the room and any common premises and inventories. The bedding and the keys are returned to the dormitory's keeper and all personal belongings are removed from the room.

The room and any common premises are deemed appropriately cleaned and maintained if their condition is in compliance with the prescribed cleanliness standards, published at the Institute's Website.

(4) Notwithstanding the second paragraph, the residents of DPL return the key to the DPL Reception Office.

(5) The Reception Office carries out the moving procedure by issuing to the resident, on the basis of the minutes, an account of any difference arising from the rents and the cost of moving, and arranges for potential deregistration and registration of a new temporary residence.

(6) A resident shall arrange the move at the Reception Office and then take over the new room from the keeper on the basis of the minutes.

# Article 19

# (Commission moving)

After the expiry of the time period referred to in the fifth paragraph of Article 17 of these Rules, the Institute executes a commission moving at the resident's costs in accordance with the rules regulating the commission eviction from the Institute.

# Article 20

# (Moving out and termination of the accommodation agreement)

(1) A resident can move out of the Institute at any time at their own request.

(2) A resident shall be obliged to move out of the Institute:

- if they no longer have the right to reside in the Institute (for failing to meet the conditions for subsidised accommodation, conditions for residing in accordance with the Rules or the Decision establishing the public institute);
- if the accommodation agreement has expired;
- if the Institute terminates the accommodation agreement due to the resident's unpaid financial commitments to the Institute;
- in the event of finality of the disciplinary action whereby the resident is required to move out of the Institute.

(3) If circumstances referred to in the second paragraph arise, the resident shall be obliged to voluntarily move out on the first working day after the occurrence of such circumstances.

# Article 21

# (The process of moving out)

(1) A resident can move after handing over the room and any common premises in the apartments, appropriately cleaned and maintained, to the keeper who drafts the handover and acceptance minutes establishing the condition of the room and any common premises in the apartments and inventories. The bedding and the keys are returned to the dormitory's keeper and all personal belongings are removed from the room.

(3) The Reception Office carries out the moving out procedure by issuing to the resident, on the basis of the minutes, an account of any difference arising from rents and other costs, and arranges for deregistration of temporary residence and deletion from the record of current residents.

#### Article 22

# (Moving out of a person without the right of residence)

The Institute may immediately move out a person found to be residing in the Institute without legal grounds. The resident that accommodated that person shall pay the costs of the process of commission eviction according to the Institute's Price List.

# Article 23

# (Commission eviction)

(1) If a resident fails to move out of the Institute voluntarily within the deadline, specified in the third paragraph of Article 20 and/or in the manner provided in Article 21 of these Rules, the Institute performs the commission eviction process.

(2) The resident shall be informed of the date of the commission eviction three days prior to the commission eviction via the MojStudent application and by an e-mail sent to the resident's address. The notice shall be deemed to be served on the 3rd (third) day after it is sent.

(3) The resident's guarantor shall also be informed of the commission eviction. If the resident failed to do so, the guarantor shall be obliged to pay the cost of the commission eviction, cleaning of the room and of any common areas in the apartment, any due rent, damage (if any) and other costs.

#### Article 24 (The process of commission eviction)

(1) The process of commission eviction is carried out by a commission comprising of a resident of the Institute and of two Institute's employees. The commission records the minutes (three copies) which include an inventory of the resident's personal belongings, the established condition of cleanliness and maintenance of the room and any common areas in the apartment and the condition of the inventory. The commission hands over the resident's personal belongings to the keeper.

(2) The first copy of the minutes is attached to the inventoried items, the second is stored in the resident's personal folder and the third is issued to the resident when collecting their belongings.

(3) Notwithstanding the first paragraph of this Article, the presence of a representative of the referring institution is required in the process of a commission eviction of a foreigner.

# Article 25 (The absence of a resident in the commission eviction)

A commission eviction can also be performed in the absence of the resident, provided that they have been informed of the eviction in advance within the time period and in the manner provided in the second paragraph of Article 23 of these Rules.

# Article 26

# (Collecting personal belongings and the cost of commission eviction)

(1) The resident or their guarantor can collect the resident's stored belongings after having settled all liabilities towards the Institute.

(2) The costs of commission eviction referred to in the third paragraph of Article 23 of these Rules and any costs established by the Institute following the commission eviction must be paid by the resident within 8 (eight) days of issuing the invoice.

(3) If the resident or the guarantor fails to settle the debt within the deadline set in the preceding paragraph, the Institute will send a reminder to the resident.

(4) If the resident or the guarantor fails to settle the debt within 8 (eight) days of issuing the reminder, the Institute may initiate an enforcement procedure.

# Article 27

# (Storing personal belongings)

(1) The Institute shall not be held liable for the personal belongings of the residents.

(2) Any matters related to the storage of personal belongings in the Institute shall be arranged with the dormitory keeper.

(3) A resident who has been moved out by the commission can collect their personal belongings from the dormitory keeper.

(4) If the resident or the guarantor fail to collect the belongings within 15 (fifteen) days of the date of storage, it shall be deemed that they do not wish to collect them. After the period referred to in the preceding paragraph, the Institute is no longer obliged to store the resident's belongings which may be destroyed by a commission or handed over to humanitarian organisations.

# Article 28

# (Suspension of the right of residence)

(1) In the case of study absence or practical training outside the place of study, illness or special social conditions and provided that the situation persists over a period of more than two months and that the Reception Office has been timely informed of the occurrence of the said circumstances, a resident shall be entitled to sign an agreement on temporary move out and suspension of the right of residence. The move-out shall be carried out no sooner than 10 (ten) days before the beginning of absence.

(2) The resident's right to reside in the Institute shall be suspended for the time stated in the agreement on temporary move out and suspension of the right of residence. During that time the resident shall not pay the rent. The resident shall be obliged to move back into the room available at the time of moving in within 3 (three) days of the expiry of the time specified in the

agreement on temporary move out and suspension of the right of residence; otherwise it shall be deemed that they have withdrawn from the accommodation agreement.

# III. RIGHTS AND OBLIGATIONS OF RESIDENTS

# Article 29

# (Rights of residents)

Under the conditions and in the manner provided by these Rules, the residents have the right:

- to use the bed in the room;
- to use the inventory in the room;
- to use dormitory blankets, pillows and bed linen;
- to the laundry and change of dormitory bed linen once every two weeks, with the exception of DPL where the bed linen is changed once a week;
- to use cold and hot water;
- to use electricity, installations and devices owned by the Institute;
- to use the common premises;
- to use common inventory in the dormitory;
- to heating during the heating season;
- to use kitchenettes;
- to use bathrooms and sanitary premises;
- to use study rooms;
- to use music rooms;
- to use the gym;
- to use the overnight-stay room in case of losing the key;
- to normal conditions for daily work and night rest;
- to regular maintenance and cleaning of common areas in the dormitory, with the exception of apartment cleaning;
- to elimination of defects in the room which are not the consequence of incorrect or negligent use;
- to information on conditions of accommodation;
- to the use of the Institute's Internet network in accordance with the Rules on the Student Internet Network;
- to use parking spaces in the area managed by the Institute in accordance with the Rules on traffic and parking on the Institute's areas or use of the garages.

# Article 30

# (Use of special common areas)

The residents may use the special common areas with the associated infrastructure and equipment, taking into account these Rules, as follows:

- areas for the functioning of the Student Resident Council (hereinafter: SRC): entry is permitted to SRC members and residents of the Institute during the SRC office hours or upon prior agreement with the President of SRC;
- the areas for the operation of societies at the registered seat and business address of the Institute, established by the residents for the benefit of the residents with the consent of the Institute: entry is permitted to the members of the societies and the residents of the Institute during the office hours of societies;

- sports and recreation areas: entry and use is permitted to the residents of the Institute between 6.00 and 24.00 hours, provided that they use the appropriate sports equipment and footwear;
- club room/TV-room: entry and use of the club room/TV room is permitted to the residents of the Institute and is unlimited. Residents of the Institute and their friends may socialise, provided they adhere to the provisions of these Rules;
- info-room: entry and use of the info-room in DPL is permitted to the residents of the Institute and is unlimited in DPL. The computer, printer and the associated software and hardware may be used in accordance with the law and written instructions of the Institute. Residents can print using their own paper;
- music room: entry and use is permitted to the residents of the Institute who have cosigned the agreement on the use of the music room in the period between 8 a.m. and 10 p.m., according to the predetermined schedule. The user receives the key to the music room at the reception of the Institute, where they must also return it, and registers their name in the log of the music room use. Each user shall be obliged to record in such log any damage to the music room and equipment in it; in the opposite case, they shall be held liable for potential damages;
- classrooms: entry and use is permitted to the residents of the Institute;
- laundry rooms: entry and use is permitted to the residents of the Institute and is timelimited. A resident may collect the key to the laundry room from the receptionist or the keeper of the dormitory each time they enter the laundry room and shall return the key to the laundry room to the receptionist or the keeper each time they leave the laundry room. The receptionist or the keeper records each entry/exit of the resident to/from the laundry room.
- bicycle sheds: entry and use is permitted to the residents of the Institute and is unlimited. Residents enter the bicycle shed with a key and they lock it when they leave;
- the bicycle shed at the location Bežigrad DPL: entry and use is permitted to the residents of DPL and is unlimited. When a resident wishes to enter the bicycle shed, they ring the receptionist who opens the door. The door to the bicycle shed closes automatically after a certain period of time. Bicycles in the bicycle shed should be locked despite the safety devices in place;
- parking garages: entry and use of a parking garage is permitted in accordance with general terms and conditions on the parking of vehicles in a garage and subject to signing an agreement with the lessee of a parking garage. The use of parking and transport surfaces is governed by the Rules on traffic and parking on the Institute's areas which form an integral part to these Rules;
- storage: entry and use of the storage is permitted to the residents of the Institute subject to previous agreement with the Institute and is intended for the purpose of storing the residents' equipment (e.g. sports equipment, etc.);
- the Institute's sports surfaces, intended for the residents of the Institute who use them at their own risk;
- students' common gardens: the use is permitted to residents persons cultivating the land and harvesting produce and to other residents for rest (in the parts of the gardens designated for rest);
- children's playground is intended for the residents, parents and children and must be locked overnight.
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# Article 31 (The manner of exercising the rights)

(1) Residents exercise their right to maintenance and elimination of defects in the residential and common areas by reporting any defect, malfunction, damage, worn-out inventory, installation and other device, accident, lack of maintenance, uncleanliness or any other violation of these Rules via the MojStudent application. The report is automatically forwarded to the keeper of the dormitory.

(2) A resident of the Institute may authorise another person to collect their personal items using the Institute's form. Such personal belongings can only be collected by an authorised person in the presence of the keeper.

(3) Residents may change dirty bed linen personally with the keeper of the dormitory according to the schedule published by the Institute.

(4) A resident of DPL who cannot be present during the scheduled time writes down their room number on the timetable posted on the bulletin board. The resident thus confirms that the authorised person of the Institute may enter the room. The resident must leave the dirty and folded bed linen and towels on the side of the bed or on a chair in the anteroom of the room. The authorised person of the Institute collects the dirty bed linen and towels and delivers clean bed linen and towels.

(5) The authorised person of the Institute changes the bed linen and towels of higher education lecturers and assistants, visiting researchers and residents.

# Article 32

# (Socialising in quiet dormitories)

Socialising in quiet dormitories may take place twice a month. Such event must be registered by the representative of the quiet dormitory at the Reception Office, by using a special form, at least 3 (three) days prior to the event, which must end by 10 p.m.

# Article 33

# (Internal dormitory parties)

(1) Residents may organise internal dormitory parties (hereinafter: the parties) in the club room/TV room under the following conditions:

- only the representative of the dormitory can register a party; they must obtain the consent of the authorised person of the Institute;
- only a resident of the dormitory may organise a party;
- more than a 50% consent from the dormitory residents (only the Slovenian citizens), collected at the beginning of the academic year for the whole year;
- a party must be registered at the Reception Office at least 3 (three) days prior to the event by using a special form;
- organisation of a party is agreed for each party, a responsible person is appointed and mandatory cleaning is organised after the party by 9 (nine) a.m. the following day. If the area has not been cleaned after the party, the cleaning will be organised by the Institute at the cost of the organiser;
- in each dormitory, parties can be organised every two weeks, from Monday to Thursday;
- only two parties can take place on the same day in the entire Institute and no more than one party per individual dormitory campus;
- a party may last until 1 (one) a.m.;

- due to study obligations, parties shall not be permitted during the exam period (according to the academic calendar of the exam periods of the University of Ljubljana), in July, August and September, and during the May Games;
- if there are parties organised for all Institute residents during a particular month, internal dormitory parties cannot be organised;
- neither the organiser nor anyone else can in any way promote the internal dormitory parties outside of the Institute;
- the Institute had not found non-registered dormitory parties or material damage.

(2) If the reception, inspection or professional security service or an authorised person of the Institute finds that:

- the party is not organised in the designated common area,
- the party is organised for the purpose of obtaining revenue (payable food, drinks, etc.),
- prohibited substances are consumed at the party,
- too many people are present at the party, taking into account the Fire Safety Regulations, or that external guests are present at the party,
- the party continues after 1 (one) a.m.,

they will require the organisers to end the party; otherwise, the intervention security service will be called at the cost of the organiser. The intervention security service will interrupt the party immediately.

(3) Notwithstanding the preceding paragraph, if the reception, inspection or professional security service or an authorised person of the Institute finds that prohibited substances are being used at the party, they may interrupt the party immediately.

(4) If the Institute detects a party which has not been registered and which has continued after 1 (one) a.m., the presence of non-resident guests, material damage at the party or other violations of these Rules, the Director or a person authorised by the Director shall prohibit the organisation of parties in the relevant dormitory for a maximum of 3 (three) months.

# Article 34

# (Picnic)

The residents may organise a picnic on the appropriate external areas of the Institute, which may last until 10 (ten) p.m. The provisions applicable to internal dormitory parties shall apply, as appropriate.

#### Article 35 (Events)

(1) For the events to which external visitors are invited, the organiser must obtain a prior written consent from the Institute and take out liability and damage insurance.

(2) The organisation, place, duration and responsible persons shall be determined by the Institute and the organizer shall report the event to the competent administrative body and obtain the appropriate authorisations.

(3) The organiser is obliged to use all areas or premises of the Institute as intended. They are obliged to provide a professional security service, first aid, permitted volume of music and to consistently meet all the guidelines of the competent authorities.

# Article 36

# (Costs of accommodation)

(1) A resident shall be obliged to settle all costs related to the accommodation in the Institute.

(2) Residents shall pay rent and other accommodation costs from the date of signing the accommodation agreement. Residents must pay the rent and other costs of accommodation until the 20th day of the month for the current month. The resident who decides to pay the rent and other costs via a SEPA direct debit must select the date of the direct debit which is the same or earlier than the date of the invoice due date.

(3) A resident who fails to pay the rent and other accommodation costs until the 20th (twentieth) day of the month shall be charged with statutory default interest and a reminder shall be sent to them. The resident's guarantor will also be notified of the reminder.

(4) The cost of the reminder is charged on the basis of the applicable Price List of the Institute.

(5) If a resident fails to settle the liabilities from the reminder within 8 (eight) days, the Institute may initiate the enforcement procedure and/or terminate the accommodation agreement or refuse to sign a new agreement.

(6) The notice of the accommodation agreement termination is sent to the resident and the guarantor.

(7) Residents must pay the rent and other costs of accommodation in the following manner:

- if they move in on or prior to the 15th (fifteenth) day of the month, they pay the rent for the entire month;
- if they move in after the 15th (fifteenth) day of the month, they pay the rent for half a month;
- if they move in during the last 5 (five) days of the month, they pay the rent for 5 (five) days;
- if they move out on or prior to the 5th (fifth) day of the month, they pay the rent for 5 (five) days;
- if they move out on or prior to the 15th (fifteenth) day of the month, they pay the rent for half a month;
- if they move out after the 15th (fifteenth) day of the month, they pay the rent for the entire month.

(8) If the 5th (fifth) or the 15th (fifteenth) day of the month is a work-free day or the Reception Office is closed on that day, the resident shall move out on the next working day; the resident pays the rent and the other accommodation costs until including the 5th (fifth) or the 15th (fifteenth) day of the month. This paragraph does not apply to DPL.

(9) Notwithstanding the second, seventh and eighth paragraphs of this Article, the residents who move in for less than a month shall pay the rent and other costs of accommodation for the entire period of accommodation upon moving in.

(10) If the Institute establishes that a resident has any outstanding liabilities after they move out, it issues an invoice to the resident for the established liability.

(11) If the resident fails to settle the debt within 8 (eight) days of issuing the invoice, the Institute sends a reminder immediately. If the invoice is not paid within 8 (eight) days, the institute may initiate the enforcement procedure.

# Article 37

# (Accommodation price, subsidised price, market price)

(1) In accordance with the Rules on Subsidised Accommodation, the price of accommodation is composed of:

- labour costs (salaries and other expenses for the employees working in accommodation activity and employers' social security contributions);
- goods and services expenses they may include electricity and water consumption, municipal services and communications expenses; other expenses for goods and services, that is up to 20% of the consumed electricity, water, municipal services and communications; costs for eliminating damage established by drawing up the minutes if the costs cannot be recovered from the person who caused the damage; routine maintenance;
- investment maintenance costs and costs for the purchase of equipment.

(2) In accordance with the Rules on Subsidised Accommodation, the subsidy amounts to at least 20 (twenty) % of the average monthly price of accommodation. The subsidy is provided for up to 12 (twelve) months per year and is re-calculated and published at the Institute's Website for each academic year.

(3) The subsidised price is the price of accommodation reduced by the subsidy amount.

(4) The market price is the economic price which includes all costs of accommodation.

# Article 38

# (Payment of accommodation)

(1) Students who have the right to subsidised accommodation pursuant to the Rules on Subsidised Accommodation (Item 1 a) of Article 5) and the Ministry Scholarship Holders (Item 1 c) of Article 5) have the right to accommodation at the subsidised price.

(2) Students who have changed the study program or course pay the cost of accommodation from 1 October onwards.

(3) Student families (Item 1 b) of Article 5) pay a subsidised price according to the Price List of student family apartments if both parents have the right to a subsidised stay. If one of the parents does not have the right to a subsidised stay, s/he is charged a market price according to the Price List of the costs of accommodation in the Institute.

(4) Students (Item 1 of Article 5) who move into the Institute after the publication of the first informative priority list before 1 October of the current academic year and who did not reside at the Institute in the previous academic year, pay a reservation for the room in the amount of subsidised price.

(5) The prices for other users are determined in the Rules.

(6) Other students and other residents referred to in Article 5 of these Rules shall pay the market price.

(7) Tourists pay the price according to the Price List of tourist accommodation in the Institute.

# Article 39 (Advance payment of accommodation costs for residents)

(1) For the period from the expiration of the right of residence, i.e. from 1 October until the final decision on the right to a subsidised accommodation in the current year, the resident pays an advance payment of accommodation costs in the amount of the subsidised price and the DPL resident pays the accommodation price.

(2) When the resident moves out, they shall be obliged to settle the difference between the advance payment of the accommodation costs and the market price for the period from 1 October until the date of moving out or for the period from the date of losing the right to reside at a subsidised price until the date of moving out according to the seventh and eighth paragraph of Article 36 of these Rules:

- if their right of accommodation at a subsidised price has not yet been definitively decided on the date of moving out,
- if they lost the right to subsidised accommodation.

(3) If it turns out that the resident obtained the right to reside at a subsidised price after moving out, the Institute shall return the difference paid in accordance with the preceding paragraph, also for the period from 1 October until the date of moving out.

# Article 40

# (Material liability for damage caused)

(1) The resident shall settle any damage caused by themselves or by their visitors or overnight visitors.

(2) If the damage is caused by a person whom the residents are not acquainted with, that person is obliged to settle the damage (hereinafter referred to as the person responsible for the damage). If the person responsible for the damage does not pay for it, the costs of the elimination of damage shall be settled by dividing them into equal shares among all the residents.

(3) If the damage is caused by several people, each shall be liable for the part of the damage caused by them. If it is not possible to determine the part of damage caused by each individual, all of them shall be equally liable and shall pay compensation for the damage in equal parts.

(4) A person violating the Fire Safety Regulations shall assume the entire material liability including the payment of a fine imposed on the Institute by the inspector due to the violation.

(5) If it is not possible to determine who caused the damage, the cost of elimination of such damage shall be distributed among the residents in equal shares.

(6) Notwithstanding the second and the preceding paragraph of this Article, the cost of elimination of any damage caused in a dormitory room shall be distributed among the residents of that room in equal parts.

(7) Notwithstanding the second and third paragraph of this Article, the cost of elimination of any damage caused in a dormitory apartment shall be distributed among the residents of that apartment in equal parts.

(8) The residents shall pay the costs or costs for eliminating damage when paying the rent.

(9) The dormitory keeper and the dormitory representative or their deputy determine the damage or costs for eliminating damage in the damage report delivered to the residents via MojStudent application and to the person responsible for the damage. In the event of absence of the dormitory representative or their deputy, the damage report shall be drawn up without them.

(10) On the basis of the damage report and the accounting and other data, the administration determines the damage or costs for its elimination. If the damage or costs for its elimination cannot be determined from the available data, the value of the damaged items is estimated.

(11) Based on damage report, the Institute charges the damage and issues the invoice to the person who caused the damage or to the residents who are obliged to pay the cost of such damage pursuant to these Rules. The dormitory representative or their deputy shall be informed of the calculation or specification of damage.

(12) If the resident fails to settle the damage within the set deadline and manner, the guarantor shall be requested to pay for such damage. Moving out from the Institute shall not affect the material responsibility of the resident.

(13) If the resident fails to settle the damage within the set deadline and manner, the Institute shall initiate the enforcement procedure.

# Article 41

# (Use of residential and common premises and surrounding areas with due diligence)

(1) Residents shall be obliged to use the residential and common premises and surrounding areas, inventory, devices (plumbing, electricity, heating and other installations) and installations in line with their purpose and with due diligence, handle them in a correct manner and protect them against damages and malfunctioning.

(2) The residents of the Institute shall be obliged to take care of the order and cleanliness in the residential and common premises, around the dormitory and in in the surrounding areas.

(3) Residents shall be obliged to dean their rooms; in the dormitories with apartments, all residents of an apartment shall jointly clean the kitchen and common premises, bathrooms and balconies.

(4) Residents shall be obliged to take into account that the accommodation and common premises are intended for accommodation and that no other activity is permitted in the rooms and the common areas with the exception of activities expressly permitted with these Rules.

(5) Residents are obliged to regularly close the front door of the dormitory.

(6) The residents of the Institute shall be obliged to comply with the Fire Safety Regulations.

# Article 42

# (Conduct of residents)

(1) The residents of the Institute shall be obliged to behave in such a manner that their actions, habits and conduct does not interfere with the personal liberty and rights of other residents and that they do not disturb their studies and rest.

(2) Residents shall be obliged to make arrangements with other residents concerning their living in the Institute.

(3) Residents shall have the right to normal work and peace in the rooms, therefore their coresidents shall not interfere or disturb them by having visits against their will.

# Article 43 (Resident's assistant)

A resident who requires personal assistance during their stay at the Institute due to their special needs shall be obliged to organise such assistance by themselves.

# Article 44

# (Order and peace)

(1) In the period between 10 (ten) p.m. and 6 (six) a.m. the night-time period is intended for rest in the dormitories and its surrounding areas. During that period, no activity is allowed that would disturb rest.

(2) No distribution and drinking of alcoholic beverages, roistering and making noise shall be permitted after 10 p.m. in any premises of the Institute if this could disturb and agitate other residents in dormitories and in their surroundings.

(3) If a resident fails to immediately stop disturbing and making noise at the request of the Institute or the reception, inspection or professional security service, the dormitory representative or other residents, the Institute may initiate disciplinary proceedings against such person.

# Article 45 (Animals)

Residents may not have animals in the dormitory, With the exception of people with special needs who can have an assistance dog.

# Article 46

# (Safety and health)

(1) Fire Safety Regulations stipulate actions of the residents for the prevention of a fire and their actions in case of a fire.

(2) In accordance with regulations, prohibition and warning signs as well as alarm signs are posted in visible places of all dormitories.

(3) Additional electrical, heating or cooking appliances that are among the larger consumers and increase the risk of fire (e.g. heaters, portable cookers, portable radiators, etc.) are not allowed to be connected at the premises of the Institute. A resident shall be obliged to pay any costs of

any defects and intervention repairs caused by their arbitrary and unauthorised use of electrical devices. The Institute shall have the right to inspect any electrical devices and, if necessary, eliminate them due to fire safety.

(4) Residents shall be obliged to lock their rooms and the entrance into the apartments in order to protect their belongings. A resident shall be personally responsible for their property and belongings in the residential unit and shall not be entitled to any compensation by the Institute in the event of theft or damage to their property or belongings.

(5) Residents shall be obliged to take care of the safety in case they are absent for more than one day, namely by plugging out the electrical devices, closing the windows and water taps, removing perishable food and waste and locking the door.

#### Article 47 (Cleanliness and maintenance)

(1) Residents shall be obliged to keep the residential and common areas suitably clean and maintained in accordance with the prescribed standards of cleanliness.

(2) The maintenance and cleanliness in the premises which the residents are obliged to clean shall be supervised by the dormitory keeper and the authorised person of the Institute.

(3) Residents must change their bed linen once every two weeks, in accordance with the schedule published by the keeper. In case of absence, residents must ensure that their coresidents change their bed linen for them.

(4) The authorised persons of the Institute dean the apartments of visiting higher education lecturers and assistants and visiting researchers in the DPL.

# Article 48

# (Infectious disease)

(1) Residents shall be obliged to report the outbreak of an infectious disease or any other serious illness to the keeper or to the Reception Office. To prevent the spreading of infection, the infected resident must undergo medical examination at the request of the Institute and act in accordance with the medical instructions.

(2) More details about the residents' conduct aimed at preventing the spreading of an infectious disease and actions to be taken in the event of an outbreak of such a disease are provided in the Rules regulating hygiene in the Institute.

# Article 49

# (Drinking water)

Consumption of drinking water and hot water is decreased in dormitories during summer vacation and in case of longer absences of residents. After a longer absence residents are advised to keep the water running for several minutes, at a medium constant flow. This reduces the potential risk of legionella.

# Article 50 (Other obligations of residents)

(1) The residents of the Institute shall be obliged to comply with other documents (traffic and parking arrangements at the Institute, hygiene at the Institute, etc.) and instructions published by the Institute in accordance with its Articles of Association.

(2) The residents of the Institute shall be obliged to economically use water, electricity and heat, separate waste and dispose of it in the appropriate waste collection bins located in front of the dormitories according to the instructions set by the public utility company and to regularly dispose of their own waste and take care that it is not left in the common premises.

# Article 51

# (Explicit prohibition)

A resident shall be explicitly prohibited to:

- put posters, pictures and stickers on the inventory, devices, floor and glass surfaces of the Institute, with the exception of walls which must not be damaged in the process;
- move any inventory and devices of the Institute, install their own furniture without prior approval of the Institute;
- change the intended use of the inventory;
- install additional installations and change the existing installations;
- connect electrical, heating and cooking devices that are classified as large consumers (electrical cooker, fan-heater, electrical grill, toaster, etc.);
- use the premises to store larger personal belongings (bicycles, furniture etc.);
- smoke at the residential and common premises of the Institute and in the children's playground;
- use heating devices at the residential and common premises of the Institute;
- organise parties and social events in rooms or common areas that are disturbing to other residents;
- use rollerblades, micro scooters, roller-skates, skateboards and similar equipment in the residential, common and other premises of the Institute;
- recruit members for religious communities, political parties and other decisions in personal and public life in the residential and common areas of the Institute or on its surrounding areas;
- distribution and drinking of alcoholic beverages, roistering and making noise after 10 (ten) p.m. in any premises of the Institute if this could disturb and agitate other residents in dormitories and in the surrounding area;
- sale of alcohol and other prohibited substances in the buildings of the Institute or on its surrounding areas;
- drinking and selling alcohol, production, sale or other manner of use of psychoactive substances in the residential and common areas of the Institute and on its surrounding areas;
- sale of any other products and services or solicitation;
- gathering of a large number of people in the residential and common areas of the Institute which exceeds the number determined by the Fire Safety Regulations of an individual building;
- organisation of internal dormitory parties in the club room, kitchenettes, bathrooms and on the surrounding areas contrary to the provisions of Article 33 of these Rules;
- making direct arrangements with the employees or authorised persons of the Institute to clean up after the internal dormitory parties;
- enter and use the premises where communication hubs are located, with the exception of authorised persons and administrators of the student network.

# Article 52

# (The manner of meeting the residents' obligations)

(1) Residents exercise their obligation to use the residential and common areas with due diligence by reporting any defect, malfunction, damage, worn-out inventory, installations and other devices, accidents, lack of maintenance, uncleanliness or any other violation of these Rules via the MojStudent application. The report is automatically forwarded to the keeper of the dormitory. The keeper shall be at the disposal of the residents within the regular office hours.

(2) In the event of emergencies, such as rescuing people from elevators, spillage of water, breakdown of radiators, larger electricity failures or other serious issues, residents are obliged to immediately report any defect, malfunctioning, damage, wear and tear of inventory, installations and other devices, accidents or any violation of these Rules directly to the dormitory keeper or, in the case of his absence, to the Reception Office or reception service at the registered office of the Institute (phone number +386 1 242 1000).

(3) If a resident loses their key, they should contact the keeper of the dormitory and, outside his regular working hours, the reception service at the registered office of the Institute. The resident receives the duplicate of the key or card from the dormitory keeper. The resident shall pay the cost of making a new key or card together with other costs of accommodation for the following month. A resident must not make a duplicate of the key by themselves. The cost of intervention due to the loss of the key or card is paid by the resident according to the Price List of the Services of the Institute.

(5) The resident must not give the key or card to anyone else to use.

# Article 53 (Visitors)

(1) A resident of the Institute may accept visitors in their room if their co-resident agrees.

(2) The resident shall be responsible for the type of conduct and behaviour of visitors which is considered a violation of these Rules.

(3) The resident shall also hold material liability for the conduct and behaviour of visitors, potential damage and other violations of these Rules.

# Article 54 (Overnight visitors)

(1) The provisions of this Article refer exclusively to visitors (overnight visitors) staying with residents of all dormitories with the exception of DPL.

(2) If a visitor who is not a resident of the dormitory is at the premises of the dormitory between midnight and 6 (six) a.m. (overnight visitor), the resident (host) shall be obliged to register such visitor.

(3) A resident may accept an overnight visitor in their room if their co-resident agrees. The resident shall be responsible for the visitor's conduct and behaviour which is considered a violation of these Rules. The resident shall also hold material liability for the visitor's conduct and behaviour, potential damage and other violations of these Rules.

(4) Each resident may have one overnight visitor at a time. The visitor cannot stay overnight if the resident (host) is not present in the room. A resident may have a total of no more than 36 (thirty-six) overnight visits in a calendar year and no more than 3 (three) in an individual month. Three times a year, the overnight visitor may stay up to 5 (five) nights/overnight stays in 1 (one) month.

(5) The resident may not give the key for entering the dormitory and the room to the visitor.

(6) An overnight visitor who does not have Slovenian citizenship may stay overnight with a resident only based on a prior registration of the overnight visitor at the Reception Office during the office hours.

(7) A visitor who has an accommodation agreement signed with the Institute does not have to be registered; however the consent of the co-resident is required.

(8) A resident registers the overnight visitor with an electronic form available at <u>http://www.stud-dom-lj.si/orodje/prijava-prenocevalca</u>. An overnight visitor must be registered until 3.00 (three) a.m.

(9) If a resident fails to register the overnight visitor in accordance with these Rules, they shall be obliged to pay the price of overnight stay in accordance with the Price List of tourist accommodation in the Institute.

(10) The resident shall pay the tourist and promotion fees and the price of overnight stay in accordance with the preceding paragraph for the overnight visitor together with other costs of accommodation.

# Article 55 (Overnight visitors in DPL dormitory)

(1) A resident of DPL must register an overnight visitor at the reception (a foreigner with a guest passport) until 3.00 (three) a.m.

(2) A resident of DPL may have two overnight visitors at the same time.

(3) A visitor cannot stay overnight if the resident (host) is not present in the room, unless the visitor is recorded as a regular overnight visitor at the reception.

(4) In DPL, overnight visitors may stay for an unlimited period of time subject to payment and registration. Upon arrival, an overnight visitor shall give the receptionist the name and surname of the resident they are planning to visit and upon departure the visitor shall hand over the visitor/overnight visitor card they received upon arrival. The restriction regarding the number of overnight visitors and overnight stays of foreign citizens does not apply for DPL.

(5) A resident assumes full material liability for the visitor, including the payment of penalties arising from the system legislation regarding the registration of guests.

(6) The price of an overnight stay is the market price stipulated in the Price List. The overnight visitor shall also pay the prescribed tourist and promotion fees.

(7) The resident shall pay the price of overnight stay and tourist and promotion fees for the overnight visitor together with other costs of accommodation. Other users shall pay the cost of overnight stays and tourist and promotional fees for the overnight stay at the pay desk or at the reception of the DPL dormitory before departure.

# IV. ORGANISATION OF RESIDENTS

#### Article 56 (Organisation)

(1) The Student Resident Council (hereinafter: SRC) operates within the Institute and is comprised of the president and deputy president of SRC, as well as representatives and deputy representatives of the dormitories. Elections and powers are stipulated by a document - act regulating the organisation of SRC.

(2) Each dormitory elects its representative and deputy representative. SRC may appoint a coordinator of individual activities.

# Article 57

# (The residents' own funds)

(1) In accordance with the act regulating the organisation of SRC, the residents may collect their own funds for carrying out the activities of the dormitory and the activities of SRC.

(2) To this end, the dormitory representative or SRC shall be obliged to obtain the consent of more than 50 (fifty) % of the dormitory residents (only from Slovenian citizens) for the adoption of decisions affecting the financial obligations of the residents.

(3) The decisions referred to in the preceding paragraph shall include explanations and specifications of the intended use of the collected funds.

# V. RIGHTS AND OBLIGATIONS OF EMPLOYEES AND AUTHORISED PERSONS OF THE INSTITUTE

# Article 58

# (The right to enter the residential and any common premises)

An employee or an authorised person of the Institute has the right to enter the residential and any common premises for the purpose of intervention maintenance, control of the functioning of the energy systems, control of the fixtures and fittings of the building, repairs of damage reported by the resident (such report is considered to be a consent to enter the room) in the case described in the fourth paragraph of Article 31 of these Rules (exercising the right to clean bed linen and towels in DPL), in the event of force majeure and to inspect the use of the room in accordance with the accommodation agreement and these Rules.

# Article 59

# (Exemptions from the right to enter the residential and any common premises)

In certain cases, the employees or authorised persons of the Institute may enter rooms during workdays between 7.00 (seven) a.m. and 3 (three) p.m. to perform certain tasks, namely:

- taking the inventory of fixed assets and small goods subject to prior notice by the Institute;
- regular and extraordinary inspections of maintenance and cleanliness of the residential and common premises;
  - in the case of commission move/eviction pursuant to these Rules.

# Article 60 (Identification of an unknown person)

(1) The Director of the Institute or an employee authorised by them or the authorised person of the Institute shall have the right to demand, at any time, that any person whom they suspect not to be a resident of the dormitory or visiting a resident of the dormitory show their ID and leave the premises. If an unknown person refuses to leave the premises of the Institute, a professional security service or police is called.

(2) A person (whether a resident of a dormitory or not) who violates dormitory order and peace after 10 (ten) p.m. or is loitering at the dormitory premises, shall be obliged to show an identification document at the request of the authorised person of the Institute or a security officer in order to establish their identity and/or the status of a dormitory resident.

# Article 61

# (Duties of the Institute employee or authorised person of the Institute upon entrance)

(1) An employee or an authorised person of the Institute who intends to enter a resident's room for any purpose in accordance with these Rules shall be obliged to do the following:

- knock and wait for the resident to open the door;
- identify themselves and identify the resident, at the Director's request;
- state the purpose of their visit, task or duty to perform.

(2) If the resident fails to open the door of the room and if such door cannot be opened with the spare key, it shall be deemed that the resident does not want to open the door and thus prevents entry into the room.

(3) When performing their tasks in the room, the employee shall only focus on the work they came to do and is prohibited to stay in the room if that is no longer necessary.

# Article 62

# (Regular and extraordinary inspections of the residential and any common premises)

(1) With the aim of ensuring appropriate living standard, the Institute shall perform regular inspections of the residential and common premises and the inventory at least twice a year and prepare a report after regular inspections.

(2) Regular inspections of the residential and common premises and the inventory shall be carried out in the presence of the resident(s) subject to prior notice.

(3) In the event of absence of the resident(s), regular inspections are carried out in their absence; in such case, the representative or deputy representative of the dormitory or the receptionist must be present.

(4) If the presence of the persons referred to in the preceding paragraph cannot be ensured, the Institute shall carry out the regular inspection in the absence of the persons from the preceding paragraph.

(5) Notwithstanding the preceding paragraphs of this Article, the dormitory keeper and/or the authorised employee of the Institute enter the residential and common premises and perform an extraordinary inspection on the basis of a report of a resident, a reasonable suspicion that these Rules have been violated or in the case of a justified belief that damage might be caused to the Institute.

(6) Extraordinary inspections are carried out without prior notice.

(7) In the event of absence of the resident or residents, extraordinary inspections are carried out in their absence; in such case, the representative or deputy representative of the dormitory or the receptionist must be present.

(8) If the presence of the persons referred to in the preceding paragraph cannot be ensured, the Institute shall carry out the extraordinary inspection in the absence of the persons from the preceding paragraph.

(9) During a regular or extraordinary inspection, the keeper of the Institute establishes whether the residential and common areas are being used in accordance with these Rules and any potential damage in the residential and common areas and on the inventory.

(10) During the regular and extraordinary Inspection, the dormitory keeper prepares a report and the authorised person of the Institute fills in the assessment sheet of hygiene in the residential and common premises. The authorised person of the Institute assesses the state of cleanliness and maintenance as satisfactory or unsatisfactory and informs the resident(s) thereof.

(11) If the assessment is unsatisfactory, the resident(s) are instructed to clean the residential and common premises by the date set in the assessment sheet of hygiene in the rooms and common premises and informed that another inspection would be carried out on the specified date.

(12) If during the repeated inspection the authorised person of the Institute again establishes that the resident(s) have not cleaned the residential and common premises and the cleanliness is again assessed as unsatisfactory, the authorised person of the Institute orders cleaning at the residents' cost and submits a proposal to initiate disciplinary proceedings against the resident(s).

(13) Notwithstanding the provisions of this Article, the employee or authorised person of the Institute orders that any dirty dishes in the kitchenettes be removed immediately. If the resident does not remove the dirty dishes or does not know who they belong to, the dormitory keeper shall remove and throw away such dishes and submit a proposal to initiate disciplinary proceedings against the resident.

(14) The Institute shall not be materially liable for the discarded dishes of residents.

# Article 63 (The Internet Officer)

The Director of the Institute or a person authorised by the Director shall appoint an Internet administrator and their assistant for each dormitory. To ensure constant availability of the Internet, the Director of the Institute appoints an Internet Officer from among the employees of the Institute.

# VI. RECEPTION, INSPECTION ROUNDS AND PROFESSIONAL SECURITY SERVICES

# Article 64 (Reception services)

(1) Reception service is organised in the dormitories which can be performed by the residents – students or other students in accordance with the schedule. The service is carried out in the reception booth in accordance with the instructions of the Institute.

(2) If there is a justified fear for the safety of people and property, or a justified fear that damage will be caused to the Institute or a significant number of violations of these Rules in a particular dormitory is detected, the Institute may appoint a professional security service at the cost of the residents.

(3) The lists of reception services are compiled by the deputy representatives of dormitories by the 20th (twentieth) day of the month in cooperation with the authorised person of the Institute.

(4) The reception service is performed in 4 (four) shifts. The first shift starts at midnight and lasts 6 (six) hours.

(5) The reception service performed is paid at the minimum gross hourly rate for performing temporary and occasional work, except for the service performed in the 1st (first) shift, in which case the payment of the minimum gross hourly rate for performing temporary and occasional work is increased by 15 (fifteen)%.

(6) The record of the actually (non-)performed reception service shall be compiled by the deputy representatives of the dormitories for payment purposes and delivered to the Institute no later than by the 5th (fifth) day of the following month for the previous month and to inform the residents of the dormitory with the content of the record. Before the confirmation, the authorised person of the Institute verifies the record.

(7) If the reception services are carried out by a company providing professional security services, it is organised by the Institute or by the authorised person of the Institute.

(8) A resident on reception duty can perform such duty for a maximum period of 12 (twelve) consecutive hours and at least 12 (twelve) hours must pass between two consecutive duty services.

(9) The person on duty shall bear material liability for the inventory taken over at the entrance booth. The person on duty is also responsible for correct and conscientious carrying out of the reception duty.

(10) If damage is caused to the dormitory due to the omission of the obligation to perform the reception service or due to the incorrect or negligent performance of the reception service, the person responsible for such omission of the obligation to perform the reception service or for the incorrect or negligent performance of the reception service shall be obliged to pay for the damages.

# Article 65

#### (Duties of the reception service)

When performing the reception service, the person on duty shall have the following responsibilities:

 to perform the reception duty service in a regular and diligent manner in accordance with the instructions of the Institute;

- to remain in the entrance booth for the entire duration of the reception duty service, except during the inspection rounds (max. 15 (fifteen) min);

- to take over the mail at the registered office of the Institute every morning, to prepare the list of all mail deliveries and submit it to the Internet Administrator who informs the recipients of the delivered mail through the MojStudent application (the resident - recipient takes over registered mail at the specified location, while the person on duty is obliged to take telegrams to the recipient's room or leave a notification on their door);

- to carry out a daily inspection round of the dormitory (prior to handing over the reception duty), turn off all lights (apart from those that must be on the entire night for safety reasons, e.g. in front of the entrance booth, the staircase), check the TV room, check if all the water taps are closed, check if any appliance is turned on and check the common premises;

 to enter the name and surname of a guest and check whether the resident is expecting them at home;

to immediately inform the Reception Office at the registered office of the Institute of any violation of the Dormitory House Rules;

to be present at the commission evictions;

 to ensure that the main entrance and other dormitory entrance doors are kept closed at all times;

 to participate in extraordinary inspections of the dormitory, carried out by employees or authorised persons of the Institute;

 to perform other tasks according to the instructions of the authorised person of the Institute.

#### Article 66

#### (Substitution of the reception duty)

A resident who is unable to carry out the reception duty at the scheduled time shall be obliged to find a substitute for the reception duty and to inform the deputy representative of the dormitory and the authorised person of the Institute of such substitute.

#### Article 67

# (Reception service on a public holiday or work-free day)

The Institute provides for paid reception services during the non-working days in the RS: New Year (1 and 2 January), Prešeren Day (8 February), Easter Sunday and Easter Monday, Day of Uprising Against Occupation (27 April), Labour Day (1 and 2 May), Whit Sunday, Statehood Day (25 June), Assumption Day (15 August), Reformation Day (31 October), All Saints Day (1 November), Christmas (25 December) and Independence and Unity Day (26 December).

#### Article 68

# (Reception Office services at the registered office of the Institute)

(1) 24 (twenty-four)-hour reception services are carried out at the registered office of the Institute.

(2) The person performing the reception service at the registered office of the Institute shall supervise the situation in all dormitories of the Institute and shall call the competent authorities, if necessary.

# Article 69 (Inspection rounds)

(1) A person performing the inspection rounds shall inspect the dormitories of the Institute and surroundings.

(2) If damage is caused to the dormitory due to the omission of the obligation to perform the inspection rounds or due to the incorrect or negligent performance of the inspection rounds, the person responsible for such omission of the obligation to perform the inspection rounds or for the incorrect or negligent performance of the inspection rounds shall be obliged to pay for the damages.

# Article 70

#### (Professional security service)

The Institute provides a professional security service at the cost of residents.

# Article 71

# (Supervision)

Supervision of the work of the reception service in dormitories, reception service at the registered office of the Institute, inspection rounds and professional security service is carried out by an authorised security officer.

# VII. DISCIPLINARY RESPONSIBILITY OF RESIDENTS

# Article 72

# (Responsibility of residents)

(1) A resident shall be responsible for the fulfilment of obligations and any violation of obligations, rules and prohibitions provided by these Rules.

(2) Any act or action, omission of an act or action which is not in accordance with provisions of these Rules, regardless of whether such act or omission is intentional or the consequence of negligence, shall be considered a violation of obligations, rules and prohibitions provided by these Rules.

(3) A warning shall be issued or a disciplinary measure shall be imposed for the violation of these Rules.

# Article 73 (Minor violations)

Minor violations are the following:

1. The resident fails to report the change of personal data within 8 (eight) days from the date of the change;

2. Washing of kitchenware and tableware and other inappropriate items in bathrooms and dumping inappropriate items into washbasins;

3. Failure to separate waste or incorrect disposal of waste (incorrect bins or containers);

4. Drawing and writing on furniture and walls of rooms and common premises;

5. Putting posters, pictures and stickers on the inventory, devices, floor and glass surfaces of the Institute, with the exception of walls which must not be damaged in the process;

6. Moving any inventory and devices of the Institute and installing one's own furniture without prior approval of the Institute;

7. Changing the intended use of the inventory;

8. Using the premises to store larger personal belongings (bicycles, furniture etc.);

9. Parking a motor vehicle outside the parking areas or destroying green areas and on the access roads and intervention areas for fire-fighting vehicles;

10. Storing bicycles outside the designated spaces;

11. Irregular maintenance and care for the cleanliness of the room and the related common premises (e.g. the assessment 'unsatisfactory' is issued more than once because of the failure to meet the prescribed cleanliness standards);

12. Harassing co-residents or other inappropriate behaviour that prevents normal living of the co-residents in a dormitory;

13. Connecting, at one's own will, the electric, heating, cooking, cooling, sound and other devices or connecting to the existing TV cable connections without the knowledge of the authorised person of the Institute;

14. Using balconies and common premises for the disposal of various items;

15. Noisy presence of (non-)residents after 10 (ten) p.m. in common areas of dormitories;

16. Failure to respect peaceful living in quiet dormitories;

17. Smoking at the residential and common premises of the Institute and in the children's playground;

18. Improper use of lifts;

19. Storage of highly flammable liquids and substances in rooms;

20. Dumping waste and glassware in toilet bowls;

21. Uneconomical consumption of electricity and water;

22. Use of combustion devices in the residential and common premises of the Institute;

23. Use of rollerblades, micro scooters, roller-skates, skateboards and similar equipment in the residential, common and other premises of the Institute;

24. Making direct arrangements with the employees or authorised persons of the Institute to clean up after the internal dormitory parties;

# Article 74 (Serious violations)

Serious violations are the following:

- 1. Inappropriate behaviour that damages the Institute's reputation;
- 2. Inappropriate attitude towards other residents, employees or authorised persons and visitors of the Institute;
- 3. Uneconomical and inappropriate use of installations, devices and inventory of the dormitory;
- 4. Endangering the property, lives and health of residents and employees by a negligent use of plumbing, electrical and other devices in the buildings and on the surrounding areas of the Institute;
- 5. Failure to comply with instructions, notices, orders and decisions of employees and authorised persons of the Institute;
- 6. Refusal to undergo medical examination in the case of a suspected infectious disease;
- 7. Violation of daily peace by excessive volume of musical instruments, shouting or singing;
- 8. Disturbing the peace and quiet at night;

- 9. Unauthorised intervention in the privacy or prohibited recording using information technology;
- 10. Making copies of room and apartment keys;
- 11. Changing the locks in rooms and other premises at their own will;
- 12. Intentionally allowing persons to enter through windows, balconies and entrances intended for evacuation;
- 13. Using buildings and external areas of the Institute to recruit people to join religious communities, political parties and to persuade them to make other decisions in personal and public life;
- 14. Sales advertising;
- 15. Providing false or inaccurate information and false identification information;
- 16. Forgery of official and other documents related to accommodation in the Institute;
- 17. Internet abuse and non-compliance with information security rules;
- 18. Leasing, allowing the use of or reselling a bed to a non-resident or to a person who does not have the right to reside in the Institute;
- 19. Taking in or hosting unregistered overnight visitors;
- 20. Hiding of illegal persons residing in the Institute without a legal basis;
- 21. Moving in or moving out at one's own will;
- 22. Keeping animal(s) in the room;
- 23. Any act or omission that could result in a threat to the lives or health of the residents, employees or authorised persons and visitors of the Institute;
- 24. Preventing a new resident to move in;
- 25. Organising parties and social events in rooms or common areas that are disturbing to other residents;
- 26. Engaging in an activity a resident is not registered for (resale, trade, catering, etc.);
- 27. Preventing entry into the room to employees by changing the lock or refusing to unlock the room at the request of an employee of the Institute;
- 28. Violating the Fire Safety Regulations;
- 29. Unjustified absence of a correctly summoned resident (also as a witness) to an interview with the Director of the Institute or another authorised person of the Institute or giving a false testimony;
- 30. Violating the confidentiality of letters and other packages;
- 31. Preventing a normal life and study of residents by falling to observe the fundamental human rights, the rights of residents and the obligations towards the residents;
- 32. Consuming, growing or selling psychoactive substances;
- 33. Throwing various items (bottles, pieces of furniture, other solid objects, water-filled bags or water on passers-by) through windows, from terraces, balconies or halls on the passers-by, the parking areas, lawns and walk-on areas surrounding the Institute;
- 34. Drinking and selling alcohol; production, sale and other uses of psychoactive substances and other market products and services, as well as solicitation in the buildings and on the surrounding areas of the Institute;
- 35. Organising gambling on the dormitory premises or taking part in it;
- 36. Committing actions that result in the pollution of dormitory premises (e.g. smoking), defects or damage on the dormitory inventory, floor, wall and glass surfaces and devices in the dormitory;
- 37. Distribution and drinking of alcoholic beverages, roistering and making noise after 10 (ten) p.m. in any premises of the Institute if this could disturb and agitate other residents in dormitories and in the neighbourhood;
- 38. Theft and other criminal offences;
- 39. Causing disorder, fighting and taking part in a fight in a dormitory;

- 40. Unintended use of premises, inventory, buildings and facilities of the Institute;
- 41. Deliberately damaging the property of the Institute;
- 42. Repeated penalty for minor violations;
- 43. Non-registered parties or picnics;
- 44. Uncleaned premises in which a party or a picnic was organised;
- 45. Causing significant damage to the Institute;
- 46. Hacking the Internet system of the institute;
- 47. Use of the Internet system of the Institute for material gain;
- 48. Gathering of a large number of people in the residential and common areas of the Institute which exceeds the number determined by the provisions of the Fire Safety Regulations of an individual building;
- 49. Organisation of internal dormitory parties in the club room/TV room, kitchenettes, bathrooms and on the surrounding areas, contrary to the provisions of Article 33 of these Rules;
- 50. Entering and using the premises where communication hubs are located, with the exception of authorised persons and administrators of the student network.

# Article 75 (Warning)

(1) In the case of an insignificant violation and if the Director of the Institute assesses that a verbal warning is sufficient in view of the significance of the act, such reminder can be issued instead of a disciplinary measure.

(2) A violation of these Rules shall be considered insignificant if committed in the circumstances making it insignificant and provided that there was no resulting damage or that such damage was insignificant.

(3) Together with the issue of the warning, the Director or a person authorised by the Director explains to the resident the violation of these Rules.

(4) If the Director of the Institute or a person authorised by the Director decides that the conditions for a verbal warning are not met, the resident is informed that a disciplinary action will be initiated.

(5) The institute keeps a record of issued verbal warnings.

# Article 76

# (Disciplinary measures)

(1) The following disciplinary measures may be imposed for the violation of these Rules:

- 1. Reminder or
- 2. Reminder with the obligation to move or
- 3. Eviction from the Institute.

(2) A reminder is issued if:

the Rules have been violated by failing to meet an obligation or duty of a resident or if a
resident committed a prohibited action or caused minor material damage by such action,
provided that the life and health of other residents, employees or authorised persons of
the institute had not been threatened because of such act or omission, and that the

resident met the prescribed obligation or duty or stopped doing such action, repaired or compensated the damage caused prior to the issue of a decision by the Director of the Institute or

- if the purpose of a verbal warning upon a prior violation had not been achieved.

(3) A reminder with the obligation to move is issued when moving seems reasonable, considering the content of the reminder.

(4) The measure of eviction from the Institute is imposed:

- when the conditions for issuing a reminder are not met or
- upon repeated violation of these Rules for which a reminder or a reminder with eviction is issued.

(5) A reminder or a reminder with the obligation to move may be issued for minor violations.

(6) The measure of eviction from the Institute is imposed for serious violations.

# Article 77

# (Immediate temporary removal from the Institute)

(1) When a resident's actions directly threaten the lives or health of people, or the property of large value, the Director or a person authorised by the Director may temporarily remove the resident from the Institute until the adoption of the final decision on the disciplinary action (suspension).

(2) No appeal shall be allowed against the measure of immediate temporary removal from the Institute.

#### Article 78 (Execution of the measure)

(1) The decision on the imposed measure is served to the resident to whom it refers. When the measure of eviction from the Institute is imposed, the guarantor shall also be informed.

(2) If the resident is issued the measure of eviction from the Institute, they must move out voluntarily the first working day following the finality of the decision.

(3) If the resident fails to move out of the Institute by the specified deadline and according to the rules on moving out of the Institute, provided by these Rules, the rules on the commission eviction shall apply.

# Article 79

# (Deciding on violations and liabilities of the residents)

Violations of these Rules and the liability of residents shall be decided upon by the Director or by a person authorised by the Direction *ex officio* or on the basis of an initiative by a resident or employee.

# Article 80

# (An initiative to initiate disciplinary proceedings)

(1) An initiative to initiate disciplinary proceedings may be made by any resident or employee of the Institute.

(2) The initiation of disciplinary proceedings based on an anonymous initiative shall be decided upon by the Director of the Institute or by a person authorised by the Director.

(3) The initiative shall include:

- the name and surname of the resident who is the subject of the initiative;
- the address of the resident's temporary residence (dormitory, room);
- a description of the resident's behaviour;
- facts showing that the resident committed the alleged act and the indication of the evidence (witnesses, documents) to prove these facts;
- name, surname, temporary or permanent residence of the person making the initiative.

(4) The Director or a person authorised by the Director shall decide on the initiative by issuing a decision within eight (8) days of the receipt. No appeal can be made against this decision. (3) The decision shall include:

- the name and surname of the resident who is the subject of the disciplinary proceedings;

- the address of the resident's temporary residence (dormitory, room);

 – a description of the conduct and an indication of which disciplinary offence has allegedly been committed;

 facts showing that the resident committed the alleged act and the indication of the evidence (witnesses, documents) to prove these facts;

(5) The disciplinary proceedings may also be initiated by the Director or by a person authorised by the Director *ex officio*.

(6) If disciplinary proceedings are initiated on the basis of an initiative or *ex officio*, the dormitory representative shall be informed thereof.

(7) If, on the basis of an initiative or *ex officio*, the disciplinary proceedings are not initiated, the Director or a person authorised by the Director may make an oral interview with the resident and issue an oral warning.

# Article 81 (Service)

(1) A decision on the initiation of disciplinary proceedings must be served to a resident who is the subject of disciplinary proceedings at least 10 (ten) days prior to the commencement of the proceedings. The resident shall be invited to attend the hearing via the MojStudent application and by e-mail. The decision to initiate disciplinary proceedings and an invitation to the hearing are deemed to have been served on the 8th (eight) day following the day of sending.

(2) The resident shall be obliged to respond to the invitation to the hearing.

(3) In the invitation to the hearing, the resident is informed that another resident of the Institute may also be present at the hearing at their request. The tenant is also informed that if they fail to attend the hearing, the Director or a person authorised by the Director shall, on the basis of the available evidence, impose an appropriate measure from Article 76 of these Rules.

(4) The invitation to the hearing shall also be sent to the employee, the witness and the expert.

# Article 82 (Disciplinary proceedings)

(1) In the disciplinary proceedings, the Director of the Institute or a person authorised by the Director determines the facts necessary for the decision on the violation of this act, and in particular collects and verifies all available evidence and interviews the resident at the hearing.

(2) The Director or an authorized person of the Institute shall conduct the hearing in the presence of a witness and a potential expert. Another resident of the Institute may also be present at the hearing at the request of the resident.

#### Article 83 (Hearing)

(1) A resident against whom a decision has been made to initiate disciplinary proceedings shall be heard before the Director or before an authorised person of the Institute. Witnesses and experts shall also be heard. Witnesses and experts are obliged to respond to the invitation to the hearing and to speak the truth.

(2) If the Director or a person authorised by the Director finds that the resident has been duly summoned and has failed to excuse their presence, the Director shall impose the appropriate disciplinary measure referred to in Article 76 of these Rules on the basis of the available evidence.

(3) Upon completion of the hearing, the Director or a person authorised by the Director shall make a decision:

- that the resident is responsible for the alleged violation and shall be subject to a disciplinary measure,

- that the disciplinary proceedings is stopped.

(4) The disciplinary proceedings shall be stopped by a decision if the Director or the authorised person establishes that:

- the resident did not commit an act violating these Rules,

- the resident's liability has not been proven in that particular case.

(5) Minutes shall be taken of the execution of the hearing. The minutes shall be signed by the Director or a person authorised by the Director and by the resident.

(6) A decision on the disciplinary measure shall be issued to the resident no later than 15 (fifteen) days after the hearing. The decision shall include the operative part of the disciplinary measure, the grounds for the decision and the instruction on legal remedy.

# Article 84

# (Statute of limitation for introducing and conducting the disciplinary proceedings and implementing a measure)

(1) The period of limitation for introducing and conducting disciplinary proceedings shall be 6 (six) months from the date on which the violation occurred.

(2) If the consequence of an action that resulted in a violation is criminal liability, the period of limitation for introducing and conducting the proceedings shall be the same as the prosecution period of limitation.

(3) The period of limitation for the implementation of a measure shall be 60 (sixty) days of the day the decision on the measure became final.

#### Article 85 (Appeal)

(1) A resident may appeal against the decision made by the Director or by a person authorised by the Director within 8 (eight) days of receiving a written copy of the decision.

(2) The Appellate Committee with the registered office at the address Študentski dom Ljubljana, Svetčeva ulica 9,1000 Ljubljana shall be in charge of resolving the appeal against the decision of the Director of the Institute.

# Article 86 (Appellate Committee)

The Appellate Committee shall be composed of 1 (one) resident representative, 1 (one) representative of the employees of the Institute and 1 (one) representative of the Ministry responsible for higher education.

(2) The Appellate Committee shall decide on the appeal no later than 30 (thirty) days after the submission of the appeal.

(3) On the day of issuing the decision of the Appellate Committee, the imposed disciplinary measure shall become final.

# Article 87

# (Service of decisions)

All decisions are served via the MojStudent application. The decision shall be deemed to be served 8 (eight) days after the date of sending.

# VIII. TOURIST ACTIVITY

# Article 88 (Engaging in tourist activity)

(1) For the purpose of economic operation and pursuant to the annual action plan, the Institute can use available beds for the purpose of the tourist activity.

(2) For the purpose of carrying out the tourist activity, a resident shall be obliged to move into another room or dormitory provided that the Institute informs the resident of such fact at least 30 (thirty) days in advance. In the notice, the Institute sets the date by which the resident shall be obliged to hand over the room to the Institute.

(3) When the circumstances referred to in the preceding paragraph of this Article no longer exist, the resident can move back to the room in which they resided before moving.

(4) A tourist is an individual who is staying in the Institute and is neither a resident nor a visitor nor an overnight visitor. The provisions of these Rules, in particular Articles 43, 45 to 49 and Article 52, shall apply to tourists by analogy.

# IX. TRANSITIONAL AND FINAL PROVISIONS

#### Article 89

In the part stipulating the payment of the promotional fee, Articles 54 and 55 of these Rules shall apply from 1 January 2019.

#### Article 90

The procedures on violations initiated prior to the application of these Rules shall be completed on the basis of the provisions of the Dormitory Rules of Študentski dom Ljubljana no. 01415/1/5/6 of 27 September 2017.

#### Article 91

The existing Appellate Committee shall continue its work as an Appellate Committee under Article 86 of these Rules until the end of the mandate.

#### Article 92

As of the date of enforcement of these Rules, the Dormitory Rules of Študentski dom Ljubljana no. 01415/1/5/6 of 27 September 2017 shall cease to apply, with the exception of the provisions of Article 38 and the provisions of Sections XI and XII of the said Dormitory Rules of Študentski dom Ljubljana, which shall apply until the completion of disciplinary proceedings referred to in Article 90 of these Rules.

# Article 93

These Rules shall enter into force on the date of adoption and shall apply from 1 November 2018. These Rules shall be published on the Institute's Website.

Chairman of the Council of the Institute Žarko Bogunović