

On its 1. Regular meeting on 31st August 2016 the Board of Zavod Villa Domus as the Manager of Villa Domus residential quarter has issued

HOUSE RULES FOR RESIDENTS OF THE STUDENT HOUSE AND HOSTEL VILLA DOMUS

I. GENERAL PROVISIONS

Article 1

The House Rules for the Residents of Villa Domus (hereinafter referred to as: House Rules) defines the following:

- moving-in,
- rules on moving out of the building,
- rules on changing the lodging facility,
- rules on protocolled moving-out or vacating the premises,
- the Residents' rights related to the use of rooms and joint premises,
- Residents' obligations,
- Residents' responsibility in terms of discipline,
- rights and duties pertaining to the Manager and to the persons authorized by the Manager
- Final Provisions.

II. RULES ON ADMISSION TO VILLA DOMUS

Article 2

The Rules regulating the admission to Villa Domus are set by the Manager in agreement with the International Office of the University of Primorska.

The Manager sends the Rules on Admission to interested students, or publishes them on the web respectively.

Lodger arrange everything in the Office of Villa Domus, in the time of office hours published on www.villa-domus.si or at Info point ŠOUP (Čevljarska ulica 27, Koper).

Student House Villa Domus has next available capacities:

- 33 double studio appartements

III. RULES ON MOVING IN

Article 3

A Student may move in Villa Domus after receiving a message from the Manager, provided that (s)he has satisfied all the required obligations in due time, as defined in the Rules on admission, and after signing /having signed/ the Lodging Contract and the House Rules.

Article 4

Upon moving in, the student shall produce to the Manager:

- a personal document for inspection,
- a photograph,
- certification of paid security deposit,
- permission for staying in Slovenia.

The student is required to complete all the formalities with the Manager of the Villa Domus before moving in. At the arrival, the Student and the person in charge authorized by the Manager (the Officer) examine and sign the Move-in Protocol on the condition of equipment and things. This Protocol is issued in two (2) counterparts, one (1) for each Contracting Party.

Article 5

After moving in Villa Domus under the a.m. procedure (Art. 2 and 3), the Student obtains the status of a Villa Domus Resident, with the rights and obligations pertaining thereto.

Article 6

For the resident's accommodation in a designated room, the Manager considers the spatial requirements, optimal occupancy, and the resident's preferences to the extent possible.

Article 7

Residents are assigned to the premises in Villa Domus in a mixed order. At the arrival (or subsequently, if changing their lodging facility), two residents of a different sex who wish to share a room must submit their mutual consent in writing. The same applies to other mixed couples (male and female relatives, school fellows, colleagues).

Article 8

Foreign students can move in on the basis of the agreement with the International Office of the University of Primorska, and observing the applicable laws regulating the residence of aliens.

Article 9

In case the Lodger does not respond to appeal for moving in Student House Villa Domus in three days from appeal nor (s)he excuse the absence (s)he is removed from waiting list and the next person from waiting list can move in.

Article 10

Moving in of the Lodger is done by Villa Domus' office after signing the Lodging Contract. The Lodger receives keys for room from the Manager.

IV. RULES ON CHANGING THE LODGING FACILITY

Article 11

A resident may change the lodging facility only once in the academic year, observing the same procedure as required by the House Rules.

Article 12

A resident wishing to change her/his lodging for any reason has to file a substantiated application to the Officer by the 15th day in the month.

Article 13

The Manager or its Officer is competent to approve the application for relocation. The approval may be refused if the desired accommodation is not available or not reasonable, or the application may be deferred for a certain period of time.

Article 14

Before issuing the approval for relocation, the Manager checks whether the applicant resident has settled all her/his past due financial obligations. If they are not settled by the date of approval, such obligations are payable promptly otherwise the application is turned down. Price of procedure is defined in valid Price list.

Article 15

Upon relocation the Manager and applicant jointly examine the room occupied by the resident to date, as well as the room newly assigned to the applicant. They shall sign the Protocol on the condition of premises and equipment.

Before moving the Lodger is obligated to properly clean and arrange the room.

Article 16

The resident is obliged to change to another room when so required by the nature of works in Villa Domus (reconstruction work), the economy of operations (depending on the occupancy), in case of sanitary or health-related measures, or by the order of the Manager or its authorized Officer.

V. RULES ON VACATING

Article 17

At her/his own wish, the Resident is free to move out of Villa Domus any time, however, not released from their payment obligations before the expiry of the one-month notice term. The resident's intention for moving out shall be filed to the Manager in writing till the last day of the calendar month. One month notice term starts on first day of next calendar month that comes after the month when the Lodger did the written termination of Contract.

In these cases the resident is required to move out before the expiry of her/his Lodging Contract, without any notice term:

- if the resident breaches the provisions of the Lodging Contract and of the House Rules,
- If (s)he is in default of her/his financial obligations,
- if (s)he disregards the instructions of the Manager and /or its Officers,
- If (s)he breaches the public order and peace, or any other way endangers the safety of other residents, or acts contrary to the laws of the Republic of Slovenia.
- If (s)he disregards the decisions of the Manager in matters regulating the rights and obligations of residents of Villa Domus.

Article 18

Before delivery, the room of the resident has to be cleaned and vacated of all things that are not owned by the House. The room and furniture shall be in such a condition that enables another resident to move in immediately.

Article 19

The room available for delivery shall be inspected by the Manager or its Officer, and by a technical service worker, if required.

Article 20

When the worker of technical service ascertains that the resident is responsible to settle additional costs for excessive wear and tear or any damage caused at the resident's fault, resulting in additional painting, cleaning or repairs in the room, such costs are assessed and immediately claimed from the student leaving the room/Villa Domus.

Article 21

A resident who moves out or changes rooms without notifying the Manager is liable to pay a fine as stipulated herein.

VI. RULES ON PROTOCOLIZED MOVING-OUT OR VACATING THE PREMISES

Article 22

A resident who does not move out by the given deadline under the procedure required herein shall be removed by a protocolized procedure, conducted by a dedicated commission of persons.

Article 23

The date and time for the removal have to be published on the door of the apartment at least three days before the deadline set for vacating the apartment.

Article 24

A protocol shall be taken upon removal/vacating of the premises by way of the commission.

Article 25

The three-member commission is composed of two residents of Villa Domus and the Manager or its Officer. The dedicated commission has to produce a list of all personal belongings of the outgoing resident in the Protocol and keep them appropriately stored.

Article 26

The protocolized removal can also be undertaken in the absence of the dismissed resident, provided that (s)he was informed of the procedure in due time, as required in this section of the House Rules.

Article 27

If (s)he fails to collect her/his personal belongings in one months' time after they were taken to store, it shall be deemed that (s)he refuses to collect them. From then onwards, the Manager is no longer responsible for keeping the resident's belongings on store and can have them destroyed or donate them to humanitarian organizations.

VII. RESIDENTS' RIGHTS RELATED TO THE USE OF ROOMS, JOINTLY-USED PREMISES, AND FACILITIES IN VILLA DOMUS

Article 28

Provided that the monthly payments (rental, evt. costs) are effected regularly, the resident is entitled to:

- use her/his bed in the room assigned,
- use the equipment in the room for one person,
- use cold and warm water,
- use electric power from the Manager's appliances,
- heating the premises in the heating season,
- use of built-in kitchen equipment,
- shared use of common residential areas,
- use of the Internet for own needs,
- use the common areas for joint use that are regularly maintained and cleaned,
- use the maintained installations and facilities in Villa Domus that fall in the scope of ordinary work of the technical service.

VIII. RESIDENTS' OBLIGATIONS

1. Settlement of financial obligations

Article 29

Residents are required to settle all the costs arising from their stay in Villa Domus, and other financial obligations resulting from the Lodging Contract or the House Rules.

Article 30

These costs comprise:

- rent to cover the costs resulting from the rights specified in Article 26 hereof,
- the cost of relocation,
- cost for power supply for additional electric appliances, rated above 300 W,
- cost for additional payable services ordered by the resident.

Other financial obligations:

- compensation for excessive functional costs if exceeding 5% of the standard use.
- fines or compensation for damages in case of non-observance of the provisions of the Lodging Contract and House Rules,
- other obligations that were mutually agreed between the resident and Manager earlier.

Article 31

The security deposit shall be paid before moving in. The rent shall be paid by the 10th day in the month for the current month.

The resident shall pay the rent on bank account, as specified on invoice by the Manager.

In case that Lodger wants to change the date of moving out that is defined in Lodging Contract, (s)he is obligated to pay the rent for last month as it was defined at signing this Contract. Lodger can not demand decreasing of last month's rent despite of changing the date of moving out.

Resident is obligated to pay the monthly or half month rent based on:

- moving in on or before 15th day of the month, resident pays whole month rent by valid price list,
- moving in after 15th day of the month, resident pays half month rent by valid price list,
- moving in last 5 days of the month, resident pays rent for 5 days by valid price list,
- moving out on or before 5th day of the month, resident pays rent for 5 days by valid price list,
- moving out on or before 15th day of the month, resident pays half month rent by valid price list,
- moving out after 16th day of the month, resident pays whole month rent by valid price list.

Article 32

For any outstanding amount (debt), the Manager is entitled to charge interest at the prescribed rate for default interest under the current Act regulating the prescribed rate for default interest, commencing with the due date of an obligation until the date of payment.

2. Settlement of Other costs and any additional damages

Article 33

The resident is personally liable for any additional damage caused at her/his own fault, wilfully or by negligence, and shall pay such compensation in the time and manner as imposed by the Manager. This issue is regulated in further detail in the Section on material responsibility.

3. Use of rooms, equipment, common areas and facilities

Article 34

Residents shall use the rooms, equipment, facilities, fittings/ installations and jointly-used premises or areas in accordance with the dedicated use thereof, as responsible users, operate them correctly and protect them against defect and damage. Resident shall report any damage to e-mail meant for that.

Article 35

Residents are required to clean their accommodation by themselves and arrange for the cleaning of jointly-used premises collectively, by

mutual agreement. The premises in joint use comprise the kitchen, sanitation facilities and the pertaining terraces and balconies.

Residents are also responsible for order and cleanliness in the surroundings of Villa Domus and on the external areas used by them.

Article 36

In Villa Domus, the residents shall behave so that their conduct, habits and activities do not interfere with the personal freedom and rights of other residents and do not disturb other residents in their study or rest.

After 22:00 no alcohol is allowed, refraining from any uproar (breach of the peace) and noise in the whole Villa Domus area that would disturb or upset other residents of Villa Domus and in the neighbourhood.

Article 37

Animals are not permitted in the accommodation facility.

Article 38

Residents shall lock their rooms and the entrance door to the apartment, thereby protecting their property.

In no case does the Manager assume any responsibility or liability for any damage by third party (theft).

Article 39

Residents' behaviour in case of fire is defined by Fire rules as written in an elevator. Manager has the right to check electricity devices and eliminate them in case of endangered fire safety.

Article 40

Any infectious disease or another serious illness shall be reported to the Manager or its Officer. To prevent any infection from spreading out, the Manager requires from the affected resident to undergo a medical examination and to strictly observe the doctor's instructions.

Article 41

The cleanliness of the rooms/facilities, the cleaning of which is the responsibility and in care of residents, is supervised by the Manager or its Officer.

Article 42

Residents whose accommodation is to undergo a sanitary supervision shall be informed of the resp. inspection by a notice on the entrance door at least one day before the inspection is scheduled.

However, the Manager may undertake an urgent inspection without a prior announcement if that is necessary to protect the things and property, or to prevent an even worse damage or loss.

Article 43

If the Manager or its Officer believes that a resident does not comply with the cleanliness requirement in the premises that are in her/his responsibility, such a resident will be contacted and instructed to see to the problem and perform her/his obligation by a given deadline.

If (s)he is not in the room, the Manager or its Officer leave the message for her/him; if the situation is not remedied before the control inspection, the Manager may impose a fine on such negligent resident, or initiate the procedure for the removal of such resident.

Article 44

Organizing parties in Student House Villa Domus is forbidden.

4. Responsibility for visitors and visitor reporting

Article 45

A resident may receive visitors to her/his room if her/his room-mate agrees.

The visit may last for no more than 24 hours, or one overnight stay. The resident receiving the visitor shall report the visitor in the manner determined by the Manager.

Resident is obligated to report her/his visitor in writing one working day before visitor's arrival, till 15.00.

Article 46

The resident hosting a visitor is responsible for any damage, noise and other breach of the Rules, in terms of disciplinary and material responsibility. If the hosting resident cannot be identified, all the residents of the apartment who are present shall be held responsible.

Article 47

A visitor who is caught by the Manager or Officer between 22:00 and 08:00 in Villa Domus, spending the night there and not duly registered as a visitor, shall be required to produce her/his identity documents and leave Villa Domus immediately.

Article 48

Residents of Villa Domus are entitled to normal conditions for their work or study and to peace in their room, therefore the room-mate shall not hinder or disturb them by visitors, even if they are residents of Villa Domus. Should both room-mates fail to reach an agreement for an acceptable living in the room, the Manager shall decide about the dispute.

IX. DISCIPLINARY RESPONSIBILITY AND DISCIPLINARY MEASURES

Article 49

Any act or omission, or any conduct on the part of the Resident that is not compliant with the provisions hereof or of the Lodging Contract, or with the laws of the Republic of Slovenia and the instructions of the authorized personnel of the Manager shall constitute the breach of the Resident's duty.

The Resident is responsible if (s)he has committed the act wilfully or by gross negligence.

Article 50

Major breach is:

1. Providing false data with the purpose to benefit unjustly or to turn it into advantage of a third person,
2. Forgery of documents,
3. Any act or omission that could cause a threat to life or health of residents of, or employees in Villa Domus,
4. Letting out, reselling or making the bed available to non-residents of Villa Domus,
5. Overnight stay of an unreported visitor,
6. Damaging the house equipment (intentional or out of negligence), remodelling, or modification of equipment,
7. Self-willing change of room for another, or unauthorized moving in,
8. Preventing the new room-mate from moving in,
9. Commission of any act within Villa Domus complex, defined as a criminal offence, against which a competent authority has instituted criminal prosecution,
10. Repeated (more than once) breaking the nightly peace after 22:00,

11. Organizing parties that disturb other residents, either in rooms or in common rooms or in the residential Villa Domus area,
12. Engaging in activity for which the resident is not registered (resale, trade, catering etc.) and which is adverse to the order assigning the bed in Villa Domus,
13. Causing disturbance, fights, involvement in fights in Villa Domus,
14. Molestation of room-mate(s) or other improper behaviour, which affects or prevents normal residing of room-mate(s) in Villa Domus,
15. Preventing the Manager or its authorized persons from entering the room by changing the lock, or refusing to unlock the room upon request,
16. Consuming, growing or selling narcotics,
17. Self-willing connecting of various electric appliances consuming over 300 W to the network in the room without Manager's knowledge,
18. Throwing of various objects (bottles, pieces of furniture, other solid/rigid objects, water sacks /balloons, watering the passers-by) through windows, terraces, balconies or from corridors to passers-by, parking lots, green plots and pedestrian surfaces in the residential area of Villa Domus,
19. Repeated occurring of minor violations of the House Rules,
20. Committing acts which cause the pollution of premises, defects or damages to equipment, ground-, wall- and glass- surfaces and facilities in Villa Domus,
21. Organization of hazard gaming in the premises of Villa Domus, or taking part in gaming,
22. Sale or consumption of alcohol, uproar (breach of the peace) and noise after 22:00 in Villa Domus area that would disturb or upset other residents of Villa Domus and in the neighbourhood,
23. Disturbing normal life and study for residents by non-observance of the rights and obligations to the residents,
24. Sale of alcohol and other market products and services, door-to-door sale in the premises and external areas of Villa Domus,
25. Non-reporting of entertainment,
26. Improper use of premises and facilities,
27. Advertising for sales,
28. Removal, changing the location and alteration /abuse of the equipment in the rooms and shared premises,
29. Unauthorized relocation,
30. Abuse of the Internet,
31. Smoking in closed premises,
32. Non-observance of instructions, notices or decisions of the Manager and its authorized personnel,
33. Braking the night peace and order.

Article 51

Minor breach is:

1. Improper conduct affecting the reputation of Villa Domus,
2. Improper attitude to other residents and the Manager and its officers,
3. Disregarding the cleanliness requirement for the room and jointly used premises,
4. Improper and incorrect handling with the built-in installations /fixtures, appliances and equipment of Villa Domus,
5. Refusal to undergo a preventive medical examination in case of suspected infectious disease,
6. Non-economical consumption of electricity and water,
7. Disturbing the daily peace by loud playing of music appliances, shouting or singing.

Article 52

The Manager is competent to resolve on the breach of House Rules and disciplinary responsibility of the residents.

Article 53

The following measures may be imposed for minor breaches of House Rules:

- Reminder,
- Reminder with a fine of EUR 10 to 50,
- Reminder before removal.

Article 54

Major breaches of House Rules may result in:

- Reminder with a fine of EUR 50 to 150,
- Immediate termination of Lodging Contract and removal from Villa Domus.

In major breaches, both measures may be imposed concurrently, depending on the nature of the breach and any damage resulting therefrom.

Article 55

When a resident with her/his conduct breaches the House Rules and directly endangers the life or health of people or is a threat to material assets of higher value, and does it not stop with such a conduct despite the request of the Officer, or if there is a great probability that the respective resident would repeat such a misconduct, the Manager or its Officer may have such a resident temporarily removed from Villa Domus until the decision is made, or an appropriate measure imposed in accordance with the Rules.

Article 56

No objection is allowed against the measure of immediate temporary forced removal from Villa Domus. An appeal against the Manager's decision and measure imposed is allowed, to be filed in writing, and contain all the concrete facts and evidence, otherwise the appeal shall be deemed as unfounded .

Article 57

The appeal shall be dealt with by the Manager, in collaboration with two neutral residents. Their decision is final.

Article 58

The initiative to initiate a disciplinary procedure may come from the Manager or its Officer or from a resident of Villa Domus.

Article 59

If the measure of removal is imposed on the resident, (s)he shall move out in five days after the finality of the measure imposed.

Article 60

If the resident does not move out by the given deadline under the rules herein, the provisions for a protocolized removal procedure by a dedicated commission shall apply.

Article 61

If a fine is imposed on the resident and (s)he fails to pay it in due time, the Manager deducts the amount of fine from the surety deposit. If the fines imposed exceed the surety deposit, the resident shall pay the balance immediately and deposit the entire surety amount anew. Except in case of immediate removal required from the resident.

Article 62

The Manager keeps record on the measures imposed. After the stay in Villa Domus and payment of all obligations, the documentation shall be destroyed together with other documentation that is not subject to any different prescribed regime of record-keeping.

The Manager keeps and processes the data in accordance with the law regulating the protection of personal data.

XI. MATERIAL RESPONSIBILITY

Article 63

A Resident who causes any damage, wilfully or by negligence, shall compensate the damage or loss to the Facility. If several residents have caused the damage, each of them is responsible to make good for the portion of damage caused by her/him. When the portion of damage attributable to an individual resident cannot be assessed, it shall be deemed that all residents involved are responsible and shall compensate for the damage in equal portions.

Article 64

If the perpetrator(s) cannot be identified, the damage ascertained in the protocol shall be covered by dividing the sum among all residents of the apartment or building, in equal portions.

Article 65

The Manager or its Officer is competent to ascertain the material damage in a protocol.

Article 66

If the resident leaves the material damage unsettled in the given term, the Manager shall file a legal action versus such resident.

Article 67

A disciplinary procedure is instituted versus the perpetrator of material damage on account of a major breach of House Rules.

XII. RIGHTS AND DUTIES PERTAINING TO THE MANAGER AND TO THE PERSONS AUTHORIZED BY THE MANAGER

Article 68

The Manager or Officer is entitled to enter the room while doing the maintenance work and remedial action in case of damage reported by the Resident, or in the event of force majeure.

The report made by the resident is deemed as her/his consent to enter her/his room.

Article 69

The Manager or its Officer is entitled to request any person, for whom they believe to be non-resident and not a visitor to any resident, to prove her/his identity and to leave Villa Domus.

The duties pertaining to the Manager and its officers when entering a room

Article 70

The Manager or its Officer who is in charge of doing something in the resident's room shall act as follows:

- knock on the door and wait for the resident to open it,
- Introduce itself,
- Inform the residents of the purpose of coming, task or assignment.

Article 71

If the resident does not open the door and the door cannot be opened with the reserve key, it shall be deemed that the resident is not willing to open and thereby refusing the entry to the Manager.

Article 72

In the room, the Manager or its Officer shall focus on their task or assignment only, and shall not stay in the room beyond the time needed for their task or assignment.

XIII. FINAL PROVISIONS

Article 73

The House Rules is issued by the Manager and each applicant has to sign it along with the Lodging Contract for the Villa Domus before moving in. The House Rules is an integral part of the Contract and legally binding on all residents of Villa Domus.

Having signed the Rules, the resident undertakes to be familiar with the House Rules and to observe it.

Article 74

The Manager has to inform all the residents in advance of any intended changes and amendments to the House Rules during the term of the Lodging Contract. In case of essential changes to the living conditions in Villa Domus, the resident has the right to cancel the Lodging Contract in 30 days after such changes are announced, without bearing any additional cost for early termination.

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