

Pursuant to the provision of Article 29, item 7 of the Statute of the Student Centre in Zagreb, the remediation manager of the Student Centre in Zagreb issues

THE ORDINANCE ON DOMITORY RULES AND CONDITIONS OF THE STUDENTS' STAY IN STUDENT DORMITORIES OF THE STUDENT CENTRE IN ZAGREB

I. GENERAL PROVISIONS

Article 1

This Ordinance on Dormitory rules and conditions of residence of student-tenants in student dormitories of the Student Centre in Zagreb (hereinafter: Dormitory rules) regulates the following:

1. moving in and moving out of student-tenants of student dormitories
2. the obligations of student-dormitory tenants.

A student dormitory tenant is any person who uses the accommodation services within the student dormitory of the Student Centre in Zagreb.

Article 2

Dormitory rules apply to the tenants of the student dormitory and their visitors. Certain provisions may be exempted from application if the director of the Student Centre in Zagreb so decides, with the consent of the Students' Union of the University of Zagreb.

II. MOVEMENT, CONTROL OF EXERCISED RIGHTS AND MOVEMENT OF STUDENTS

a) Moving in

Article 3

The moving of tenants into a dormitory is usually done at the beginning of the academic year based on the results of the tender for accommodation. The schedule of moving in will be published by the Student Centre in Zagreb on the website www.sczg.unizg.hr

Students who have been subject to disciplinary measures in the past period or who have outstanding financial obligations towards the dormitory cannot move into the dormitory.

Article 4

The student exercises the right to accommodation on the basis of points earned in the tender procedure for student accommodation, which is announced for each academic year.

At the beginning of the academic year, the student is obliged to move into the dormitory according to the terms for moving in published together with the results of the tender.

If the student does not move in within the given deadline, it will be considered that he / she has given up the accommodation in the dormitory and loses the right to accommodation in the current academic year.

The student accommodation office may make a decision on exemption if the student announces in time that he or she will not move in within the set deadline (death of a close family member,

illness, etc.) and subsequently documents it. In such situations, accommodation will be charged from the day of moving in.

Article 5

A student may move into the dormitory in person or this may be done by a person authorized by the student in a written statement, explaining why he or she cannot do so in person.

When moving in, the student must:

1. enclose a student ID card ("iksica")
2. enclose a medical certificate that there are no contraindications for accommodation in the dormitory
3. pay the rent for the current month
4. sign an inventory report for the inventory in the room
5. sign a statement of acceptance of the Dormitory rules and the Agreement on the use of the accommodation service in SC Zagreb.

Article 6

By fulfilling the obligations from the previous article, the student becomes a tenant of the student dormitory in the current academic year, and the administration of the student dormitory assign him with the necessary housing equipment, which consists of fixed and movable parts specified in the inventory report about the state of the room. The student must sign it after making sure that everything stated on the report has been received in good condition.

The student is obliged to submit the report from the previous paragraph of this article to the administration of the student dormitory.

Article 7

The distribution of tenants by rooms is determined by the administration of the student dormitory. A student dormitory occupant may not move from one room to another without the approval of the dormitory manager.

Article 8

The dormitory manager may, with prior consultation with the tenant, move the tenant from one room to another room of the same category, or from one pavilion to another, if this relocation improves the use of accommodation and ensures order and peace in the dormitory.

b) control of the realized right to accommodation

Article 9

The realized right of the student to accommodation is subject to control.

The control of the realized right to accommodation for students who have moved in implies the control of the student status in the database "iksica" ISSP and control of student rooms.

The control of student status in the "iksica" database is carried out by computer at the end of each month, and more often if necessary.

The control of student rooms is carried out by direct entry into the rooms.

The number of controls of the exercise of the right to accommodation is not limited. The time and manner of control is determined by the director of the Student Centre in cooperation with the assistant director for student accommodation.

The control is carried out and supervised by the dormitory manager.

The control over the student rooms is carried out by a commission appointed by the director of the Student Centre at the proposal of the assistant director for student accommodation. When appointing members of the commission, a balanced representation of both sexes must be taken into account. The commission is obliged to make an official record after each control and submit it to the office of the director of SC Zagreb. Sanitary and technical control of common rooms and rooms in the dormitory is carried out by the dormitory manager.

c) moving out

Article 10

The student is obliged to move out of the room by July 15 of the following year.

In the period from July 16 to August 31, summer accommodation is organized for students in accordance with the decision made by the director of the Student Centre in Zagreb.

The tenant of the student dormitory may move out of the dormitory during the academic year before the deadline, without being obliged to state the reasons for moving out.

The tenant of the student dormitory may also move out on the basis of the decision of the dormitory manager, i.e. the decision of the competent body of the Student Centre in Zagreb.

Article 11

Tenants of the dormitory must resolve their debts when moving out of the dormitory.

Debt resolution means:

1. cleaning and tidying of the room and equipment in the room
2. handing over the room and equipment in the room in good condition to the person in charge
3. settlement of debts and other obligations.

The manner, time and place of moving out are determined by the dormitory manager as he informs the dormitory tenants in writing on the dormitory's bulletin boards.

In the case contrary to the provision of paragraph 2, item 1 of this Article, cleaning and tidying of the room and equipment in the room will be charged in the amount of one monthly rent or according to the damage price list.

In the case of a commission discharge (the case when the tenant does not resolve his / her debts), the staff of the student dormitory will list the items found in the room and store them in certain rooms of the student dormitory. Things are stored there for 60 days.

In case of a commission discharge, the existing debt and one monthly rent are charged.

d) extraordinary circumstances

Article 12

In case of force majeure and special circumstances (epidemic, earthquake, flood, mobilization of the facility and similar events that cannot be predicted and cannot be influenced), tenants are obliged to accept and implement decisions and follow the instructions of the Student Centre in Zagreb, University in Zagreb, the Ministry of Science and Education, the Civil Protection Headquarters and other competent institutions, and if necessary, temporarily move out, move to another room or facility.

III. RIGHTS AND OBLIGATIONS OF STUDENT DORMITORY TENANTS

1. Rights of student dormitory tenants

Article 13

A student tenant has the right to undisturbed accommodation in the student dormitory. The Student Centre in Zagreb is obliged to take all necessary measures to ensure undisturbed stay in the room, order and peace and conditions for learning in the student dormitory, in accordance with the possibilities and conditions determined by the general acts.

Article 14

The tenant has the right to the following:

- use of inventory and other equipment in the room
- use of hot and cold water and electricity
- change of bed linen every 14 days
- use of bathroom and toilet
- heating in accordance with the regulations of the City of Zagreb
- internet access
- purposeful use of common areas
- cleaning of common areas
- timely and quality repair of damages or malfunctions in the dormitory and student room.

Article 15

A tenant of a student dormitory may receive visits to rooms with the consent of another tenant. Tenants of the student dormitory who receive visitors are responsible for maintaining order in the dormitory, for the behaviour of visitors and for compliance with the provisions of the Ordinance on the use of computer resources and rules of conduct prescribed in the Decision on Acceptable Use of CARNet (CDA 0035).

Dormitory tenants may request that a visitor is moved away from a dormitory, room, or common room if he or she disturbs the order.

A tenant may receive visitors for an overnight stay for up to five (5) days a month, with the written consent of another tenant and with mandatory registration at the student dormitory gate. Consent may be given in writing and by e-mail of the tenant giving consent.

Article 16

Tenants of a student dormitory may use common areas in the dormitory. The purpose, time and manner of use are determined by the dormitory manager, with the prior opinion of the Dormitory Committee.

2. Obligations of the dormitory tenants

Article 17

The tenant is obliged to pay the rent according to the corresponding decision on the monthly price of accommodation in certain categories of student dormitories, in the period from moving in to moving out of the dormitory. The monthly price of accommodation can be subsidized or non-subsidized by the Ministry of Science and Education.

Article 18

Tenants who move into the dormitory by the 15th day of the month pay the full amount of the monthly rent, and from the 16th day of the month they pay half the amount of the monthly rent. Tenants who move out of the dormitory by the 15th day of the month, with prior notice to the dormitory administration, pay half the amount of the monthly rent, and from the 16th day of the month they pay the full amount of the monthly rent.

Article 19

When moving in (i.e. by confirming the reservation of accommodation), the tenant is obliged to pay the amount of the first monthly rent that will be recorded as a deposit. It will be used to compensate for the damage caused by the tenant through his own fault done on the facility and equipment of the dormitory or, with the consent of the dormitory management, can be used to pay the last rent. When moving out of the dormitory, after the final calculation of the rent, if there is an overpayment, the overpaid amount will be returned to the tenant. The amount of the deposit is equal to the amount of the monthly rent of the accommodation category and the room to which the student was assigned.

Article 20

The tenant of the dormitory is obliged to pay the rent by the 10th day of the month for the previous month, with the obligation to keep proof of payment. The tenant will receive a bill every first business day of the month. If the tenant of the student dormitory does not pay the rent in accordance with the provisions of the previous paragraph, it will be considered that he has voluntarily waived the right to further accommodation in the student dormitory. The dormitory manager will issue a decision on the student's eviction and discharge the student within ten (10) days from the last day set for the payment of rent. When moving out, the tenant of the dormitory is obliged to pay all previously unpaid expenses.

The manager of the dormitory may, for objective reasons, authorize the student to pay rent later.

Article 21

The tenant of the student dormitory is obliged to clean and tidy the room in which he or she is situated and to selectively dispose of waste. He is obliged to maintain order and cleanliness in the common areas and to protect the environment of the dormitory.

The tenant of the student dormitory is obliged to keep the property of the student dormitory, use it properly and in accordance with its purpose.

The tenant of the student dormitory is obliged to use the realized right to accommodation so that he or she does not interfere with the stay, life and work of other tenants.

Article 22

A tenant in the student dormitory is not allowed to:

- cook food in the room
- throw garbage outside the disposal area
- use common areas contrary to their purpose
- dry laundry and leave shoes in the hallways of the dormitory
- keep bicycles in the room, staircase or hallway
- keep animals in the room
- contaminate the interior and exterior of the dormitory
- stick pictures and stickers on the wall, doors and furniture
- drive nails into the wall, doors and furniture
- remove room and dormitory furniture from the space in which it is located
- remove or destroy inventory markings on equipment and appliances (inventory plates and stickers)
- keep and use electricity consumers and other similar equipment in the room (electric stove, heater, gas cookers, etc.)
- keep a TV in the room
- install new or repair installed equipment in the room and common areas
- cause material damage to the dormitory
- make noise, play music loudly inside the dormitory or dormitory yard
- smoke in rooms and other areas of the dormitory

- hold parties in the room, common areas or dormitory yard
- receive and have visitors after midnight if not regulated by Article 14
- assign a bed to another person or share a bed with another person if it is not an approved overnight stay from Article 14
- perform crafts and other jobs in the room or dormitory
- resell products and advertise services in the dormitory
- take other actions that are not allowed by the provisions of the general acts of the Student Centre in Zagreb and the provisions of the laws of the Republic of Croatia.

If the occupant of the dormitory does not comply with the provisions of this article, disciplinary measures shall be taken.

Article 23

During the exercise of the right to accommodation, the tenant of the dormitory is obliged to timely report any fault or damage that occurred in the room and common areas and on the installations and equipment of the dormitory at the reception of the student dormitory. The tenant of the dormitory is obliged to report the disappearance of items, equipment and inventory.

Article 24

The occupant of the dormitory is obliged to immediately report to the dormitory manager every case of a serious illness and any suspicion of the occurrence of an infectious disease. The tenant of the dormitory is obliged to undergo a medical examination at the request of the dormitory manager, an authorized doctor and the sanitary inspection.

Article 25

The tenant of the dormitory is obliged to respond to every call from the dormitory administration.

Article 26

In case of direct danger that threatens the health and life of people and safety of property in the dormitory, the dormitory is obliged to inform the responsible employees of the student dormitory, and if necessary the relevant services and authorities of the City of Zagreb, depending on the type of danger.

Article 27

The employees of the student dormitory and tenants of the student dormitory are obliged to implement protection measures prescribed by state bodies, University bodies and the bodies of the Student Centre in Zagreb. Protection measures are prescribed by the director of the Student Centre.

Article 28

The tenant of the student dormitory is obliged to compensate the damage he or she caused through his or her own fault on the facility and equipment of the student dormitory. All tenants are jointly and severally liable for the damage caused by several tenants together. The instigator and accomplice and the one who helped to prevent the responsible persons from being identified are jointly and severally liable. The tenants who caused the damage by working independently of each other are also jointly liable for the damage caused, if their shares in the damage cannot be determined.

The amount of damage is determined by the manager of the student dormitory on the basis of the record of the damage and the valid price list of the damage.

If the damage was not caused intentionally or through gross negligence, and the responsible person is in poor financial condition and the payment of full compensation would bring him into poverty, the dormitory manager may reduce the amount of compensation.

IV. RESPONSIBILITY OF TENANTS OF THE STUDENT DORMITORY

Article 29

For violations of the provisions of the Dormitory rules, general acts of the Student Centre in Zagreb and special decisions of the authorized body, the tenant of the student dormitory is liable to disciplinary and material action, regardless of whether the violation was committed in the student dormitory or other facilities. The visitor of the student dormitory is also liable to disciplinary and material action, regardless of the fact that he or she is not a tenant of the student dormitory, if the responsibility refers to violations stated in the Dormitory rules.

1. Disciplinary liability

Article 30

A student of a dormitory shall be liable to disciplinary action if he commits a disciplinary offense or a serious disciplinary offense through his own fault.

Article 31

A disciplinary offense is a violation of the following provisions of the Dormitory rules committed by a tenant intentionally or through gross negligence:

- moving from one room to another without permission
- acting contrary to the provisions of Articles 22, 23, 25 and 27 of the Dormitory rules.

Article 32

A serious disciplinary offense is a violation of the following provisions of the Dormitory rules committed by a tenant intentionally or through gross negligence:

1. acting contrary to the provisions of Articles 11, 24, 26, 28 and 29 of the Dormitory rules
2. non-compliance or obstruction of the implementation of the protection measure issued by the competent authority
3. consumption, sale and other forms of alcohol and drug abuse in the student dormitory
4. inappropriate behaviour towards dormitory tenants, employees of the Student Centre in Zagreb and citizens
5. serious disturbance of order and peace in the dormitory
6. non-compliance with orders of employees of engaged security companies, issued in accordance with the powers under the Private Protection Act (OG 16/20)
7. non-compliance with orders issued by the receptionist - porter, employee of the Student Centre
8. transmission of false news with the aim to harass the tenants of the dormitory
9. non-compliance with orders and measures issued to combat and prevent the spread of infectious diseases and epidemics
10. intentional endangerment of the safety of people and property
11. intentional disabling of technical and mechanical protection systems (e.g. removal of or covering fire detectors, abusing the opening of the evacuation door, unnecessary use of the evacuation staircase, etc.)
12. intentionally not preventing dangers that threaten people and property even though the person could have done so without greater danger to himself/herself or others

13. participation in fights or inciting others to violence
14. forgery of documents and identifications on the basis of which the right to accommodation in a dormitory is exercised
15. assignment of the right to accommodation in a dormitory to another person
16. sale or purchase of the right to accommodation in a dormitory
17. receiving visitors and overnight stays contrary to provisions of Article 15
18. theft of tenants' property, workers and other citizens in the student dormitory
19. theft of student dormitory property
20. irregular debt resolution or omission of debt resolution
21. intentional damage to the property of the student dormitory, Student Centre in Zagreb and dormitory tenants
22. recurrence of violations under Article 33 of Dormitory rules
23. refusal of control of the exercise of the right to accommodation in a dormitory
24. violation of the Ordinance on the use of computer resources in the dormitory (tenants are responsible for logging in with their electronic identity from any computer in the dormitory, and especially for data, programs, and other content on their computer in the student room).

2. Material liability

Article 33

A tenant of the student dormitory who has caused material damage to a student dormitory is obliged to compensate it. If the tenant does the damage intentionally or due to gross negligence, he is also liable to disciplinary action.

Article 34

The occurrence of the damage, the circumstances under which it occurred, the amount of the damage and the perpetrator are determined by the dormitory manager after the report of the responsible worker, in accordance with the valid price list of the damage.

After establishing the facts from the previous paragraph, the decision is made by the dormitory manager.

If the damage is caused by more than one tenant, each tenant is responsible for his or her share of the damage. If it is not possible to establish an individual share in the amount of the damage, all tenants who participated in the event are equally liable for the damage.

The Commission for resolving the complaint of the Student Centre in Zagreb shall decide on the objection to the decision referred to in paragraph 2 of this Article, and the objection to the decision shall postpone its execution.

3. Disciplinary measures

Article 35

The following disciplinary measures may be imposed on a student due to violation of the provisions of the Dormitory rules:

- reprimand
- reprimand before expulsion
- expulsion from the dormitory for one year
- expulsion from the dormitory for the entire period of study
- loss of the right to accommodation for one year
- loss of the right to accommodation for the entire period of study.

Article 36

The disciplinary measure of reprimand and reprimand before expulsion shall be imposed for violation of the provisions of the Dormitory rules which are considered a disciplinary offense and violation of the Ordinance on the use of computer resources.

Article 37

Disciplinary measures: expulsion from the dormitory for the entire period of study and loss of the right to accommodation for the entire period of study are obligatorily imposed for violations of the Dormitory rules qualified as a serious disciplinary offense referred to in Article 32, paragraph 1, items 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21

Article 38

The dormitory manager evaluates mitigating and aggravating circumstances on which the type of disciplinary measure of expulsion from the student dormitory depends. The mitigating and aggravating circumstances under which the specific case occurred must be stated in the decision on the imposed disciplinary measure.

Article 39

A disciplinary measure of loss of the right to accommodation for the entire period of study shall be imposed on a student who has sold his or her place in a dormitory if it is determined by control or in another way that he or she has sold his or her place in the dormitory.

Article 40

A disciplinary measure of loss of the right to accommodation for one year of study shall be imposed on a student who is not a regular tenant of the dormitory if it is determined by control or otherwise that he or she resides or sleeps in a room left to him or her by a regular tenant for a longer period of time.

4. Disciplinary body

Article 41

The procedure for determining the disciplinary and material responsibility of a student is carried out by the manager of the student dormitory.

Article 42

The manager of the student dormitory, as a disciplinary body, in disciplinary proceedings imposes disciplinary measures from Article 37.

Article 43

The decision on the imposed disciplinary measure must contain:

1. personal data of the student
2. legal basis for imposing the disciplinary measure
3. imposed disciplinary measure
4. explanation
5. instruction on the right to object.

The administration of the dormitory will act upon the decision on the imposed disciplinary measure within 3 days.

Article 44

The decision from the previous article is delivered to:

1. the student-tenant
2. the archives of the student dormitory and the Student Centre in Zagreb.

A decision that the dormitory management could not deliver to the tenant will be sent by registered mail to the tenant's address, and delivery is considered done on the day of delivery, i.e. the day when the letter is left in the recipient's mailbox or other place visible to the recipient.

Article 45

The tenant may file an appeal against the decision on the imposed disciplinary measure within five (5) days from the day of receipt. The complaint is submitted to the Commission for Resolving Complaints of the Student Centre in Zagreb, through the manager of the student dormitory, who forwards it to the committee.

The manager of the student dormitory is obliged to submit the received student's complaint to the commission without delay from the day of receipt and to explain the allegations from the decision.

Article 46

An appeal against the decision on the imposed disciplinary measure and against the decision on established material responsibility shall postpone its execution, except for the decision on the imposed disciplinary measure for a serious disciplinary offense referred to in Article 32, items 2, 3, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, 19, 20 and 21 Dormitory rules.

Article 47

The Commission for Resolving Complaints of the Student Centre in Zagreb is a second-instance disciplinary body that decides on a student's appeal. The Complaints Resolution Commission is obliged to resolve the appeal within 15 days from the day of submitting the appeal. If the Complaints Commission does not resolve the complaint within the specified period, the student-tenant may initiate an administrative dispute within the next period of thirty (30) days.

Article 48

The Commission for Resolving Complaints may revoke, confirm or return the decision to the first-instance body for reconsideration with obligatory reference to the facts that need to be determined separately.

The decision of the Commission for Resolving Complaints is final, and an administrative dispute may be initiated against it within thirty (30) days from the day of delivery of the decision.

5. Statute of limitations for conducting proceedings

Article 49

Statute of limitations for initiating and conducting proceedings for a disciplinary offense shall occur within thirty (30) days of learning of the disciplinary offense and the perpetrator.

Statute of limitations for initiating and conducting proceedings for a serious disciplinary offense occurs within three (3) months of learning of the serious disciplinary offense and the perpetrator, except for the disciplinary offense referred to in Article 32, item 11 of these Dormitory rules, which are time-barred after one year.

The procedure for determining material liability are time-barred within the statute of limitations established by law.

V. STUDENT BODIES IN THE DORMITORY

Article 50

The Dormitory Committee is established in order to improve the living conditions in the student dormitory and for a more direct connection with the tenants of the student dormitory.

Article 51

The Dormitory Committee (hereinafter: the Committee) operates in accordance with the Ordinance on Student Committees at the Student Dormitories of the Student Centre in Zagreb, published on 11/2016 on the notice board of the Student Centre in Zagreb.

Article 52

The Committee, through various recommendations and initiatives, expresses the interest of the tenants of the student dormitory and directs them towards the competent bodies of the student dormitory and the Student Centre in Zagreb.

VI. SPECIAL RIGHTS AND OBLIGATIONS OF STUDENT DORMITORY TENANTS

Article 53

Students who have exercised the right to accommodation in a student dormitory, in accordance with the decision on the distribution of students in dormitories, may reserve a room for the academic year after the announcement of the tender results.

The Student Centre in Zagreb determines the manner and time of booking rooms and publishes it along with the results of the tender for exercising the right to accommodation.

Article 54

If a tenant stays outside the student dormitory for more than thirty (30) days, he is obliged to report his absence and the duration of the absence to the student dormitory administration. Acting in a manner contrary to the provisions of the previous paragraph of this Article, entails disciplinary liability.

VII. FINAL PROVISIONS

Article 55

The Dormitory rules must be available to every tenant of the student dormitory. The manager of the student dormitory is obliged to publish all notices, decisions and rulings issued by the competent authorities on the website with the recorded date of publication.

The manager of the student dormitory is obliged to keep records of students who have been imposed a disciplinary measure and the student-tenant debtors.

Article 56

By moving into a student dormitory, the tenant assumes the rights and obligations determined by these Dormitory rules.

Article 57

The interpretation of the provisions of these Dormitory rules is given by the director of the Student Centre in Zagreb.

Article 58

Terms used in these Dormitory rules, which have a gender meaning, refer equally to males and females.

Article 59

This Ordinance shall enter into force on the eighth day from the day of its publication on the notice board of the Student Centre in Zagreb.

This Ordinance is published on the notice board of the Student Centre in Zagreb on 13th August 2020.

With the entry into force of this Ordinance, the Ordinance on Dormitory rules and conditions of stay of students in student dormitories of the Student Centre in Zagreb, CLASS: 011-04/18-01/01, REGISTRY NUMBER: 475-02-01-18-03 of 10th January 2018, ceases to be valid.

In Zagreb, 13th August, 2020

CALSS: 011-04/20-01/01

REGISTRY NUMBER: 475-02-01-20-04

Remediation manager:



Mirko Bošnjak