

# Student Dormitories Bylaw

## 1. Purpose of Regulations:

These regulations are intended to establish rules that will govern the dormitories' daily life routines, and the respective rights and obligations of dormitory residents, and dormitories' management authorities. The regulations are designed to create and maintain a safe, accessible, and egalitarian living environment.

## Chapter One: Definitions

## 2. Definitions:

In these regulations, the following terms shall bear the following definitions:

**“University”** - Tel Aviv University

**“Dormitory/Dormitories”** - The University's student dormitory buildings, together with any additional external spaces marked as student dormitory properties on the University map, and including any properties that are designated by the Dean from time to time as dormitory properties.

**“Student”** - A student of a higher education institution as defined below. The above shall also include international students. All this, however subject to the exceptions stated in these regulations.

**“International Student”** - A student of another country that is studying in an international program, and expecting PhD and postdoctoral students from abroad.

**“Resident”** - Any person granted permission to reside in the Dormitories, beginning from the date of his acceptance and ending on the date that he vacates his place in the Dormitories and settles all of his commitments, obligations and debts, and this shall also include anyone accompanying the authorized person after having received the Dormitory

administration's explicit permission, such as spouses and children.

**“Guest”** -

Any person that visits or is hosted in the Dormitories, and is not a Resident, and only subject to, and in accordance with the terms of these regulations.

**“Dean”** -

The University's Dean of Students.

**“Administrator”** -

A person appointed from time to time by the Operator as the student dormitory administrator.

**“Hours of Rest”** -

Between the hours of 14:00 to 16:00, and from 23:00 on any given day and until 08:00 on the following day.

**“Operator”** -

The University, or alternatively anyone appointed by the University to manage and administrate the Dormitories during the appointment period, or anyone acting on any such person's behalf.

**“Disciplinary Committee”** -

A committee consisting of the following three members: The Dean of Students or his representative, and he will also serve as the committee chairman, the Tel Aviv University student union chairman, or his representative, and the Operator's representative, and in the case of an International Student, the chairman of the committee will be the international school administrator, or his representative.

The Operator's representative in the Disciplinary Committee will be appointed by the Operator, subject to the condition that in the case of an appeal, the appointee may not be the same person that decided the matter under appeal.

**“Higher Education Institution”** -

Any Israeli institution for higher education recognized by the Board of Higher Education (and not including extensions of foreign institutions).

All other terms in these regulations shall be construed in accordance with their meanings in the licensing agreement.

Anything written in the masculine form shall also be construed in the feminine.

## **Chapter Two: Miscellaneous Instructions**

### **3. Application:**

These regulations shall apply to every Student, Resident, and Guest.

### **4. Integrated Sections:**

This section of the regulations should be construed in conjunction with the section regulating disciplinary matters. The Resident's violation of any of this section's provisions might result in the trying of the Resident in a disciplinary hearing held in accordance with the provisions of the disciplinary section of these regulations.

The provisions of these regulations are intended to add to any other obligations or agreements made, or undertaken by the Resident in relation to his residence in the Dormitories, and not to detract from them in any way.

### **5. Accommodation Arrangement:**

5.1 The Resident's accommodation assignment, and other Dormitory living arrangements will be decided by the Administrator, who will also be authorized to make changes to any such arrangements from time to time, subject to his sole discretion, and for reasonable considerations, and he will be authorized to instruct the Resident to vacate the room, and/or apartment in which he resides and to relocate to another room/apartment in the same Dormitory complex, or in another Dormitory complex.

Any such notice must be delivered to the Resident no less than 72 hours in advance, and the Resident will be obligated to comply with these instructions. A resident wishing to challenge a decision of this nature will be provided with an opportunity to express his position to the Administrator, and in cases where the Administrator's decision remains unchanged, the Resident will also be permitted to address the Dean of Students on this matter, and the latter will review the Administrator's explanations and then deliver his decision. The above stated appeal should be submitted within 72 hours after delivery of the Administrator's

decision, and in any such case the Administrator's decision must not be implemented until a final decision in the matter was delivered.

- 5.2 Notwithstanding the above stated provision, under extraordinary circumstances (such as situations involving safety, security, urgently required maintenance services and repairs), or as a temporary measure in cases where a severe disciplinary infraction is suspected, and until the disciplinary action has been concluded, the Administrator will have the discretion to instruct the Resident to immediately relocate from out of his room/apartment, and the Resident will be obligated to comply with any such instruction, provided that he receives an opportunity to appeal to the Administrator. In cases where the Administrator's decision remains unchanged, the Resident shall be entitled to address the Dean of Students on this matter, and the latter will review the Administrator's explanations and then deliver his decision.
- 5.3 A resident will not relocate from one room to another room in an apartment, or from one apartment to another apartment, or from one complex to another complex without receiving the Administrator's prior written approval.
- 5.4 The provisions of the above sections 5.1 to 5.3 shall not apply to a Resident that is an International Student. In such cases, the international school will have full and absolute discretion to decide upon matters relating to accommodation arrangements in the Dormitories, and shall also retain sole discretion to change any such accommodation arrangements.

**6. Purpose of Assignment:**

The Resident will utilize his assigned room in the assigned apartment solely for his own residential purposes, and this room, and/or apartment may not be used for any other purpose.

**7. Payments:**

- 7.1 The Operator, acting in accordance with the terms of his authorization as issued by the University authorities, will set from time to time the licensing fees that must be paid by the Residents in consideration for their Dormitory accommodations, together with the linkage apparatus applied to any such payments.
- 7.2 The Resident is obligated at all times to pay the licensing fees, as set by the Operator from time to time in accordance with the terms of his authorization as

issued by the qualified University authorities, as stated above, on the designated payment dates.

7.3 The Resident is obligated at all times to pay the municipal land tax charges (“Arnona”), and the water and electrical utility charges, as well as for any other service that he may receive from the qualified University authorities, as stated above, on the designated payment dates.

7.4 In the event that the Resident is found to be in default of any payment, he will be charged with default interest charges as stated in the licensing and obligations agreement signed by the Resident.

#### **8. Obligation to Sign the Agreement:**

The Resident will only be housed in the Dormitories if he signs the licensing and obligations agreement, and is obligated by its conditions.

#### **9. Inspections / Repairs and Renovations:**

9.1 The Operator, Administrator, Dean, and international school administrator in cases of International Students, and also anyone else acting on their behalf will be authorized to enter any room, and/or apartment in the Dormitories, and in special cases will also be authorized to enter the rooms in the Resident’s absence, in order to carry out inspections or urgent repairs without being required to provide prior notice, and such special circumstances shall include: clogged main sewer lines, water leaks from a main drainage line, and in the 'Broshim' Dormitory also malfunctions relating to air-conditioners, and the central air-conditioning system.

9.2 Employees working for the Operator, and/or Administrator, and/or their appointees shall be authorized to enter every room / apartment, after providing prior notice to its occupants, in order to carry out renovations, and/or repairs, and/or required maintenance operations.

9.3 In circumstances involving emergencies the above stated appointees will be authorized to enter the room/apartment without providing prior notice in order to carry out operations designed to save lives, and/or property.

9.4 It is hereby clarified that the Operator will be authorized at all times to renovate, and/or repair, and/or demolish, and/or build, (hereinafter, and for the sake of abbreviation: the “**Renovation**”) any room, and/or apartment, and/or building, and/or area in the Dormitories, and the Residents will not be entitled to receive

compensation for **any inconvenience, and/or disturbance that results from the noise, dirt, dust and anything resembling the above**, which they might suffer as a result of the Renovation, as long as the Renovation does not prevent the Resident from receiving an adequate standard of housing. The Operator shall take all necessary steps in order to protect the Student's properties during the course of the Renovation.

### **Chapter Three: Obligations**

#### **10. Procedures and Instructions:**

- 10.1 Residents, Students, and Guests shall all be obligated to carry out the instructions and procedures that will be published in writing from time to time by the Administrator or the Operator, and to abide by the verbal instructions issued by the Administrator or the Dormitories' working staff.
- 10.2 Residents, Students, and Guests shall all be obligated to carry out instructions issued by the Dormitories security officer, and to follow his special security instructions, as issued from time to time.
- 10.3 The Resident will be personally responsible for the actions of his guests in the Dormitories regardless of whether any such visit was approved by the Administrator, or by anyone acting on his behalf. It is hereby clarified that the Administrator is authorized to create special arrangements for visits made by guests, and the Residents will be obligated to adhere to the above stated arrangements.

#### **11. Preserving Cleanliness:**

- 11.1 The Resident is obligated to maintain the order and cleanliness of his room, the apartment containing the room, and the entire Dormitories complex.
- 11.2 The Resident is obligated to clean his room, and/or his apartment, and will be responsible - together with his other flatmates (in cases where more than one Resident resides in the apartment) – for the cleanliness of the apartment, and for removing waste from the apartment to the waste and recycling facilities located throughout the Dormitories.

## **12. Structure, Furnishings and Equipment:**

- 12.1 The Resident shall be obligated to maintain the room in which he resides, the apartment containing the room, the Dormitories, the equipment, furnishings, and communal facilities of the apartment and Dormitories complexes, and will be held responsible for preserving the wholeness and proper working condition of all of the above.
- 12.2 The Residence will receive an apartment containing working light bulbs in all light fixtures, and the Resident will be obligated to replace at his own expense any missing or burnt out light bulbs in his room, and all of the Residents in the apartment will be obligated to complete and replace at their own expense any missing, and/or burnt-out light bulbs that are located in the communal parts of the apartment.
13. The Resident will be obligated to supply himself at his own expense with bedding and kitchenware.

## **14. Securing Doors and Locks:**

The Resident will be responsible for guarding all of his possessions, including valuables. A Resident that is the last person to leave his room must lock it up, and a Resident that is the last person to leave the apartment must also lock up the apartment's front door. The Operator and/or University shall not be responsible for any lost or stolen equipment.

## **15. Medical Insurance:**

Residents must be insured with adequate and comprehensive medical insurance. The Operator and/or the University will not be expected or required to supply medical treatment of any type or description.

## **16. Security:**

Residents must inform the Dormitories security officer or the Administrator, and in their absence anyone designated for this purpose by the Administrator of any suspicious objects or persons that are noticed or seen in the Dormitories.

## **17. Identification:**

- 17.1 Residents must carry on their person identification cards, or student cards and relationship tags, upon entering the Dormitories and throughout their presence in the Dormitories.

17.2 Residents, Students, and Guests must all identify themselves to the Dean, Administrator, and to any other Dormitory official, whenever they are asked to do so, and in the case of International Students, they must also identify themselves to the international school representative.

**18. Notifications:**

Residents must report to the Administrator, and in the case of an International Student also to the international school representative of:

- 18.1 Their absence from the Dormitories for a period exceeding two weeks (excluding school vacations).
- 18.2 Changes in their permanent address, and/or marital status.
- 18.3 Suffering from a contagious disease or other illness that causes them to be bedridden for more than forty-eight hours.
- 18.4 That they are no longer studying in the institution (in such cases Residents must also notify the Scholarships and Dormitories Committee in the Dean of Students office, or the international school respectively, and in accordance with the circumstances).

It is hereby clarified that any absence from the Dormitories or abandonment of the Dormitories, whether or not duly reported, will not entitle the Resident to any payment exemptions or discounts relating to the licensing fee and any other payments required by the Resident

**19. Deposit:**

- 19.1 Prior to entering the Dormitories, the Resident will be obligated to deposit into the Operator's hands a payment in an amount equal to the licensing fee for two months of residence as a security designed to provide reimbursement for any damages he might cause. The Operator may decide that the deposit should be lower than the above stated amount, but no less than the licensing fee for one month of residence. Matters relating to this deposit, its forfeiture, or return, shall be governed by the provisions of Chapter 5 of these regulations.
- 19.2 The above Section 19.1 shall not apply in the case of an International Student, which will be governed by the terms of the agreement made between any such Student and the international school.



## **20. Restitution:**

- 20.1 Upon terminating his residency in the Dormitories, the Resident must return to the Administrator the apartment keys, the room keys, and the relationship tag received, and in the case of an International Student he must return the above stated keys and relationship tag to the international school representative.
- 20.2 The Resident must remove all of his possessions from the apartment immediately upon the termination of the license, or upon its' revocation in accordance with the terms of licensing agreement, or upon its' expiration, the earlier of the above, and return it to the Operator while it is empty and vacant from any person or object belonging to him, and in a reasonably good condition, working order, and while it is clean, and ready for immediate use.
- 20.3 If the Residents fail to remove their possessions as stated above, then their belongings will be stored in the Operator's storage rooms or anywhere else as stated in section 10 of the licensing agreement, and the Residents will be obligated to pay for storage expenses beginning from the vacating date and until the date of removing any such belongings by the Residents.
- 20.4 The Operator, and/or University, and/or any of their employees, and/or others operating on their behalf shall not be responsible for any damage and/or loss caused to the Resident's possessions.
- 20.5 If the Resident fails to remove his possessions within 30 days after they are stored in accordance with the above, then the Resident will be viewed as having waived ownership of any such possessions and they will become the Operator's property, and the Operator will be authorized to dispose of any such property in any manner he deems fit, without being obligated to supply notice or warning to the Resident.
- 20.6 The Operator and/or Administrator will be permitted from time to time to add and establish regulations and timetables for returning the rooms and apartments, and the Residents undertake to abide by the above, so long as the University approves these changes, in advance and in writing.

## Chapter Four: Prohibitions

### **21. Littering in the Communal Properties**

All trash, waste, newspapers, papers and similar items must not be placed anywhere other than in the trash bins located in the public trash and recycling complexes.

### **22. Bringing Food into the Rooms:**

No food may be stored in the rooms, and meals may not be prepared in the rooms (food may only be stored in the kitchen in the locations designated for this purpose).

### **23. Transferring Equipment**

23.1 No furnishings, equipment and facilities may be transferred, and/or removed from one room to another, from one apartment to another, or from a communal area to a room, or from one location in a communal area to another location that is located inside or outside the Dormitories, except after receiving the Administrator's prior written permission.

23.2 No private furnishings, and/or gas, or water operated equipment may be brought into the Dormitories except after receiving the Administrator's prior written permission, with the exception of a personal computer.

23.3 Permission granted by the Administer may be revoked at any time subject to the Administrator's sole discretion. The decision to revoke of any such permission will be delivered to the Resident in writing.

23.4 As soon as 24 hours have passed after delivering the above stated notice the Operator, and/or Administrator will be entitled to immediately remove from the apartment any such appliance as stated in the above section 23.3, without detracting from any other right that is available to the Operator on the basis of the licensing agreement, and/or law. The Resident will be charged reasonable storage expenses for any such appliance.

### **24. Alterations to the Structure and Equipment:**

No alterations or additions may be made, whether internal or external to the walls, doors, other parts of the structure, furnishings, equipment, electrical facilities, water facilities, communal facilities, and Dormitory facilities, and all of the above may not be spoiled by means of painting, pasting, inserting nails and thumbtacks, or by any other means, and the Residents will bear the full expense that results from disassembling, and/or removing the alterations, and returning everything to its' former state.

No improvements may be made to the electrical, water and gas infrastructures (gas – when existing), whether by means of adding to, or subtracting from the above.

## **25. Key Duplications, Lock Replacements and Reproduction of Relationship Tags:**

### **25.1 Duplication of Keys / Relationship Tags**

The keys to the apartment and room may not be duplicated, and no duplicated keys may be given to other persons. A Resident that loses a key is obligated to inform the Administrator. Any key duplications and the opening of locked doors shall require special payment.

The relationship tag is personal and may not be transferred to anyone else. A Resident that loses a relationship tag is obligated to notify the Administrator. The issuance of a new relationship tag will require special payment.

### **25.2 Changing Locks**

The locks to the apartment and room may not be changed or added to. The Operator and/or Administrator shall be permitted to remove any lock installed or placed in contradiction to the terms of this clause, and to install a replacement lock, and thereafter to charge the Resident for all resulting expenses.

## **26. Hosting**

No person may be housed in the Dormitories without obtaining the consent of all of the apartment Residents, and without receiving the Administrator's or the Administrator's appointee's prior written permission, and thereafter any such person may only be housed in a manner that conforms fully to the conditions placed upon any such permission, and specifically no such person may be housed beyond the permitted time-limit. The Administrator or his appointee for this purpose will be authorized, among other things, to demand that the guest should deliver a deposit until the hosting period ends.

## **27. Causing Noise, Nuisances, Disturbing the Peace, and Public Safety:**

27.1 All Residents, Students, and/or Guests shall not make unreasonable noise in the Dormitories.

27.2 The Resident is responsible to ensure that no noise should be heard outside of his room, including noise made by radios, computers, stereo systems, televisions, voice recorders, and other high volume noises.

- 27.3 It is also forbidden to hold noisy social events in the Dormitories without receiving the Administrator's, or the Administrator's appointee's prior permission, and thereafter any such activities must conform to the conditions placed upon any such permission.
- 27.4 It is forbidden through any act or omission to cause the violation of any law, including laws prohibiting disturbing the peace, or creating unrest in the Dormitories, or the performance of any other act that might disrupt everyday life in the Dormitory, and/or might offend public sentiments.
- 27.5 No Resident, Student, and/or Guest will cause a nuisance, disturbance, and/or inconvenience to another Resident, and/or guest.
- 27.6 All Residents, Students, and/or Guests will abide by the laws' provisions prohibiting the encouragement, or voicing of encouragement, or publishing encouragement, praises, empathy, or sympathy to, or for any acts of violence or terrorism; Additionally, they will comply with the provisions that prohibit making or publishing racist statements, as well as other acts that might engender hatred, contempt, or unpleasantness to the State of Israel, or encourage hatred, or any from strife between various segments of the population.
- 27.7 The Dormitory complexes are meant to be used solely for housing, and therefore it is strictly forbidden to conduct any political activities in the Dormitories, including rallies, lectures, meetings, distribution of fliers, posting notices, use of flags, or any printed matter. It is hereby clarified that this type of behavior is prohibited without any exception in all of the Dormitory complexes. The Dean of Students shall is permitted to authorize and permit any of the above stated activities under extraordinary circumstances.

**28. Keeping Pets:**

No pets may be kept, or raised in the Dormitories. Also, it is forbidden to scatter food in the Dormitory complexes.

**29. Gaming Prohibition:**

It is forbidden to engage in forbidden gaming, raffles, and gambling activities, as defined in Item L, chapter H of the Israeli Penal Code, 5737 – 1977, and it is also forbidden to participate, or allow for any such activities to take place inside a room, or an apartment, or anywhere else in the Dormitories.

### **30. Possession of Arms:**

It is forbidden to store explosives and other volatile materials in the Dormitories, and no weapons may be held or carried in the Dormitories (even to the holder of a lawful license), except after receiving the prior written permission of the Administrator, or the Dormitories security officer.

### **31. Narcotics, Smoking and Alcoholic Beverages:**

#### **31.1 Smoking**

It is forbidden by law to smoke in the Dormitory complexes, except in the specified areas in accordance with the provisions of the Prevention of Smoking in Public Locations and Exposure to Smoking Law, 5743 – 1983. It is hereby clarified for the purpose of removing doubt that smoking in the rooms is prohibited, even if permitted by law.

#### **31.2 Alcohol Consumption**

Drinking alcohol is prohibited in the public areas, except in locations approved in advance by the Dormitories' management. Additionally, drunkenness in the Dormitory complexes is forbidden.

#### **31.3 Narcotics**

It is prohibited to Possess, store, distribute, and use within the Dormitories, any narcotics defined by Law as 'illegal drugs for use and possession' (hereinafter "Illegal Drugs").

## **Chapter Five: Damages and Losses**

### **32. Responsibility for Damages and Losses:**

32.1 The Resident will be responsible for all losses, damages, malfunctions and breakage that is caused to his room, and to any and all of the furnishings and equipment therein, and additionally, all of the Residents in the apartment will be jointly responsible for any and all losses, damages, malfunctions, and breakage caused to the communal facilities in the apartment, and to the furnishings and equipment of any such shared part of the apartment.

Nothing stated in this section is intended to impose responsibility on the Resident for damage caused by ordinary and reasonable use of the apartment, room, furnishings and equipment.

- 32.2 The Operator, and/or University, their respective employees, and anyone else acting on their behalf shall not be held responsible for any damage that according to the above terms is the Resident's responsibility.
- 32.3 The Resident is obligated to immediately inform the Administrator of any damage, malfunction, or breakage that is discovered in the apartment.
- 32.4 Without detracting from any right possessed by the Operator, and/or University according to any law, the provisions of this section of the regulations, the provisions of the disciplinary section of these regulations, and the provisions of the licensing agreement, the Resident shall be obligated to compensate the Operator for any expenditure made for repairs, and/or replacements that are necessitated by damage that does not derive from ordinary and reasonable use, as soon as this demand is made by the Operator. Any such repairs will be carried out by the Operator within a reasonable time-frame, and the Resident undertakes to permit for these repairs to be carried out.

**33. Charging Residents with the Cost of Damages:**

- In any case where damages are caused to a room, and in any case where losses, and/or various types of damage are caused to equipment and furnishings in a room, the Administrator will set the value of the loss and/or damage, and will summon the Resident to a meeting, and after clarifying the situation with the Resident will decide whether the Resident should be obligated to pay the Operator, and/or anyone else on his behalf, the value of the above stated loss and/or damage, or of any part thereof, and will decide upon the amount that must be paid and upon the terms of payment.
34. In any case of damage caused to the communal parts of the room or apartment, and in any case of loss and/or damage caused to the equipment and furnishings of these sections, the Administrator will establish the value of the loss and/or damage, and will summon all of the Residents in the apartment to a meeting, in order to discover the identity of those responsible for the loss and/or damage. In cases where the loss and/or damage may be attributed to some of the Residents the terms of the above Section 33 will apply. In cases where the loss and/or damage cannot be attributed to some of the Residents all of the Residents will be obligated to pay the Operator, and/or anyone acting on his behalf, the value of the damage and/or loss, or any part thereof, in equal parts and shares.

Despite the above stated, in cases involving an International Student the examination will be held by the international school administrator, or his representative.

### **35. Final Damage Estimate**

The estimate of the damage caused to the apartment and/or the room, and also the estimate of the losses and/or damage caused to the furnishings and equipment will be decided by the Administrator. The Resident will be entitled to appeal the Administrator's decision before the University's maintenance Department Administrator, and his decision will be final.

### **36. Collecting Payment for Damages – the Deposit:**

- 36.1 The Administrator will be entitled to decide that the damage payment should be collected from out of the deposit payment described in Section 19 of these regulations, and conversely, he will also be entitled to require that the Resident should provide cash payment for the damages. In cases where the damage payment is collected from out of the deposit, the Resident undertakes to redeposit the missing deposit balance.
- 36.2 Should the deposit amount be insufficient to fully cover the damages charged against the Resident, the Resident will be obligated to pay the difference within 7 days, and within this same time-frame to also redeposit the missing deposit balance, and in the event that the Resident fails to comply with this obligation the Administrator will be entitled to instruct the suspension of services to the Resident in the Dormitories until he fully complies with the above obligation.
- 36.3 After the Resident ceases to reside in the Dormitories, and after the Administrator ensures that no damage was caused to the apartment and to the room, and that no loss and/or damage was caused to the equipment and furnishings, the Resident will be repaid the deposit amount or its' balance, as the case may be, linked to the consumer price index, and no later than eight weeks after the Resident had vacated the Dormitories.

### **37. Taking Additional Action:**

Nothing stated in this chapter precludes the University's qualified authorities and/or the Operator from taking additional action against the Resident as a result of losses and/or damages – whether in accordance to the University Articles of Incorporation

(Disciplinary Actions), or in accordance with any applicable law – and this, in place of, or in addition to the proceedings stated in this chapter.

### **Chapter Six: Social Incompatibility**

38. The Disciplinary Committee will retain the right to terminate any Resident's eligibility to continue residing in the Dormitories due to considerations of social incompatibility, which might adversely affect the normal course of Dormitory life (Hereinafter: "**Termination of Eligibility**").

38.1 After attempts are made to integrate a Resident into the Dormitory, and the failure of any such attempts due to the Resident's incompatibility, the Administrator will be permitted to apply to the Disciplinary Committee, and in the case of an International Student to the international school administrator with a detailed written request to schedule a hearing that will review the Resident's possible Termination of Eligibility.

38.2 The Disciplinary Committee will order the preparation of a professional opinion by a relevant professional, including the Dormitory social worker, which will address the above stated issue of incompatibility. The application and its appendices will be delivered to the Resident.

38.3 The application will be reviewed by the Disciplinary Committee on the date designated for this purpose by the committee, and in the presence of both the Administrator and the Resident – in cases where the Resident desires to appear and present his arguments.

38.4 The Disciplinary Committee's decision will be binding and final.

### **Chapter Seven: Miscellaneous**

#### **39. Compliance:**

39.1 All Residents, Students, and Guests must comply with, and carry out the instructions and procedures as published from time to time by the Operator, and/or Administrator, as well as any oral instructions issued by the Dormitories' staff in the course of performing their duties, and delivered for practical purposes.



39.2 All Residents, Students, and Guests must comply with, and carry out the instructions of the University's security officers and personnel, and/or the Operator, and comply with the special security instructions that are issued by them, or anyone acting on their behalf in the course of their duties.

**40. Disciplinary Proceedings:**

Disciplinary proceedings related to the violation of any of the provisions of these regulations are governed by the disciplinary section of these regulations.

**41. Punishments and Payment Collection Proceedings:**

Any payment that is owed by the Residents to the Operator and/or University, according to the provisions of these regulations or the licensing agreement, and which was not paid on time will lead to initiating the following proceedings:

41.1 At the lapse of 48 hours (business days) after the designated time for payment the Operator shall be entitled to instruct the suspension of non-mandatory services to the Resident in the Dormitories until the debt is paid.

41.2 In cases where 14 days have passed since the designated time for payment, despite repeated cautionary notices delivered to the Resident, the Dormitories' administration will be entitled to submit to the University a request to withhold diplomas from the Resident, or to prevent him from taking examinations.

41.3 In cases of a Resident that has defaulted payment for over 30 days since the designated payment date, or in cases where the bank pay order was denied 4 times or more, the Dormitories administration will be entitled to terminate the Resident's housing in the Dormitories by means of 7 days' prior notice, and thereafter have him placed on a list of persons that will be denied Dormitory services during the next school year.

**42. Prohibition on Assigning Obligations or Rights (Endorsement Prohibition):**

The rights to make use of the room or any part thereof may not be assigned to anyone else, and the Resident's obligations also may not be assigned to any other persons. Any Resident that permits another/other person(s) to reside in his room will immediately forfeit his right to reside in the Dormitories, and must vacate the room within 7 days. Additionally, the Resident will be charged with the full price of his residency in the Dormitory as set by the Operator until the vacating date with the addition of a penalty

equal to the price of 2 months' residence, and all this without prejudicing the University's, and/or Operator's rights to pursue any other remedy available by law.

### **Chapter Eight: Safety**

43. The Resident must comply with the safety regulations and carry out the safety instructions that are issued to him from time to time by the Operator.

#### **Fire Safety:**

44. The Resident must ascertain the locations of the fire extinguishers and operate them only in cases of fires. Fire extinguishing with water will only be carried out after disconnecting the electricity for the entire Dormitory floor, and with the presence and supervision of Dormitory officials. It is strictly forbidden to cover-up, and/or conceal any type of, and/or dismantle any fire detection and extinguishing apparatus in the room/apartment, specifically, and in the entire Dormitory complexes, in general.

#### **45. Dangers Relating to Electrocutation:**

45.1 The electrical system should not be used in cases of exposed wires, broken or faulty socket covers or switches, broken electrical equipment and anything similar to the above.

45.2 In cases where a safety hazard is discovered the Resident shall be obligated to immediately inform the maintenance service center.

45.3 It is expressly and additionally stressed that the Resident may not make any changes and/or additions to the various systems including plumbing, electricity, communications, computers and internet, whether personally or by means of a licensed professional.

#### **46. Height Hazards:**

46.1 It is strictly forbidden to climb up onto the roofs of the Dormitory buildings for any reason, to climb or sit on the windowsills or onto high-up locations with no railings.

46.2 It is forbidden to disassemble windows or screens, or any part thereof.

46.3 No planters, flowerpots or any other objects may be placed on the external windowsills, or walls.

## **Appendix A: Students' Disciplinary Regulations**

### **1. Purpose:**

The purpose of this section of these regulations is to establish the disciplinary procedures for the Student Dormitories and to regulate the tribunals that are qualified to administer them.

As a general rule as long as alternative procedures are not directly established and described by these regulations then the procedures for hearings on complaints and appeals will conform to the provisions of the University's Disciplinary Regulations – Students (2008), after applying the necessary changes.

However, the University will still not be obligated to conduct disciplinary actions in accordance with these regulations, and is entitled to order that a disciplinary hearing should take place before the University authorities as stated in, and conducted subject to the Disciplinary Regulations – Students (2008) (Instruction 12-002).

### **2. Definitions:**

The definitions appearing in the general part of the regulations will also apply to the terminology that is used in this disciplinary section of the regulations unless otherwise explicitly stated in these regulations.

### **3. Offenses:**

#### **3.1 Definition:**

In these regulations an "offense" shall refer to the failure to comply with any of the obligations that are stated in the third chapter of the general section of the Dormitory regulations, and or an act and/or omission that violates any of the prohibitions stated in the fourth chapter of the Dormitory Regulations.

3.2 Any person that shall advise or solicit another to violate the provisions of Section 31.3 of the general section of the Dormitory Regulations, and anyone committing an act or omission in order to assist or enable another to commit an offense as stated above, and all whether or not the advisor, solicitor, enabler, or assisting person was present at the time the offense was committed, and also anyone else that was present at the location where the offense was committed in order to embolden the perpetrator in his decision, or to ensure

that the above offense is committed, will be viewed as if he participated in the committing of the above offense, and shall be held responsible and accountable for the committed offense.

**4. The Judicial Authorities:**

The judicial authorities that are appointed according to the provisions of these regulations will be:

4.1 The Administrator.

4.2 The Disciplinary Committee:

As a first and final presiding tribunal (for certain offenses).

As an appellate tribunal for the Administrator's decisions.

**5. The Judiciary Authorities' Responsibilities:**

5.1 The Administrator will inform the Dean of Students, and in the case of an International Student the International School Administrator of any disciplinary offense that was discovered in the Dormitories.

5.2 The hearings for any and all offenses according to these regulations will be held before the Administrator, and in the case of an International Student the International School Administrator, unless the Dean of Students or the International School Administrator, as the case may be decides to refer the hearing to the Disciplinary Committee.

5.3 Should the Administrator discover in the course of a hearing that a severe violation was committed he shall be authorized to suspend the hearing and refer it to the Disciplinary Committee that will review the matter from the very beginning.

5.4 In cases where the Dean, or International School Administrator, or the Administrator decide to refer the matter to the disciplinary committee (as stated in the above section 5.3), the hearing shall be held before the Disciplinary Committee as the first tribunal to review the matter.

5.5 Any person presiding or representing in the hearing held in accordance with the above section 5.2 shall be precluded from being a member of the appellate hearing on a decision issued in accordance with the provisions of the above section 5.2.

- 5.6 The Resident will be permitted to be represented in the hearing that is held before the Disciplinary Committee, but this shall not serve to exempt the Resident from being personally present at the hearing.

**6. Appeals:**

- 6.1 The Administrator's decisions will be final, and may only be appealed before the Disciplinary Committee within 7 days after receiving the decision.
- 6.2 The Disciplinary Committee's decisions as an appellate tribunal and as an initial tribunal will be final, and may not be appealed.

**7. Penalties:**

In cases where a Resident or Student is found guilty of committing an offense –

- 7.1 The Administrator will be authorized to impose one or more of the following punishments:
- 7.1.1 Censure or cautioning.
  - 7.1.2 Penalty at a rate that does not exceed the monthly rental payment.
  - 7.1.3 Prevention from registering to the Dormitories for the next year.
- 7.2 The Disciplinary Committee will be authorized to impose one or more of the following punishments:
- 7.2.1 Censure or cautioning.
  - 7.2.2 Penalty at a rate that does not exceed the monthly rental payment.
  - 7.2.3 Suspension from the Dormitories for a set period of time.
  - 7.2.4 Permanent expulsion from the Dormitories.

Punishments of the description stated in sub sections 7.2.3 and 7.2.4 may be imposed by the Disciplinary Committee both as sentences and as suspended sentences. A Resident receiving a suspended sentence will not serve the actual punishment unless – within a prescribed period of time that is stated in the Disciplinary Committee's decision, which may be no less than one year and no more than two years (hereinafter: the "Probation Period") – he is convicted of one of the offenses stated in the decision, within the Probation Period or thereafter. The Probation Period will commence from the date of the decision unless otherwise stated in the decision.

## **8. Compensations:**

In cases where a Resident or Student is found to be guilty of an offense, and this offense had caused monetary damages to the University, and/or the Operator, as the case may be, the Disciplinary Committee, and/or Administrator, as the case may be, will be authorized to charge him, in addition to, or instead of any other imposed punishment, with the obligation to pay the University, and/or the Operator, as the case may be, a monetary compensation at a rate that will not exceed the damage that was caused by the offense, and to impound this amount from out of the Deposit funds, and this without detracting from the Operator's, and/or University's right to pursue any other, and/or additional remedy available to them in accordance with the provisions of any applicable law.

## **9. Temporary Suspension for Severe Offenses:**

Despite and in addition to anything stated anywhere else, whether in these regulations or in the University bylaws and regulations, the Disciplinary Committee, and/or Administrator shall be authorized to order the temporary suspension of a Resident from the Dormitories in cases where there is reasonable cause to assume that the Resident committed a criminal offense or a disciplinary offense, and even reasonable cause to fear that the same severe offense might be repeated, and that the Resident's continued residence in the Dormitories might endanger other Residents.

For the purposes of this section "Temporary Suspension" shall mean – removal for a specific period of time decided by the Disciplinary Committee, and/or the Administrator, or removal for an indeterminate period of time until the completion of the proceedings held against him in a court of law, or according to the provisions of these regulations, or the provisions of any other regulations applying to the Resident. The Disciplinary Committee, and/or Administrator shall not make use of the authority conferred upon them by the provisions of this section in order to undermine the authority of any other body to take actions, and/or conduct proceedings that it is authorized to take against any such Resident on the basis of any of the University's rules and regulations.

The Disciplinary Committee and/or Administrator shall only be authorized to make use of their authority to temporarily suspend a Resident from the Dormitories after holding a hearing in the Resident's presence.

In cases where a decision based on this section's provisions is made by the Administrator, the Resident shall be entitled to submit an appeal in accordance with the provisions of the above section 6.

**10. Complaint Presenters and Respondents:**

10.1 The complaint presenter in matters presided over by the Administrator will be the Operator's representative.

10.2 The complaint presenter in matters presided over by the Disciplinary Committee will be the Administrator.

10.3 The respondent in appeals submitted to the Disciplinary Committee (as the case may be) will be the Administrator.

**11. Complaints and Appeals:**

The following procedures will apply to written complaints submitted subject to these regulations –

11.1 Complaints relating to an offense that is relegated to the Administrator's jurisdiction must be delivered to the Resident and the Administrator, and a copy of the above must also be delivered to the Dean, and/or the international school representative, the Operator, and the student union.

11.2 Complaints relating to an offense that is relegated to the Disciplinary Committee's jurisdiction must be delivered to the Resident and also to the Dean, and/or the international school representative, the Operator, and the student union.

11.3 Appeals of the Administrator's decision must be delivered to the Disciplinary Committee, with a copy sent to the respondent.

**12. Judicial Proceedings:**

12.1 The Administrator is entitled, subject to his discretion, to issue a writ of complaint that will be based upon the complaint specifics, and the Resident will be entitled to submit his response.

12.2 The Disciplinary Committee and the Administrator will each schedule, in matters under their respective supervision, the hearing dates of complaints or

appeals, and subject to the condition that the hearing date for a complaint will be set for no earlier than 4 days after the delivery of the complaint or appeal, as the case may be, to the Resident, and no later than 21 days after this date.

- 12.3 The hearing procedures for complaints and an appeals will be decided by the Disciplinary Committee, and the Administrator (each in matters subject to their respective jurisdiction); When deciding a complaint and/or appeal the Disciplinary Committee and Administrator will not be bound by the rules of evidence and procedures that are practiced in courts of law, or in the Disciplinary Committee, subject to the condition that the Resident's or Student's right to attend every hearing that takes place in his matter is preserved and he is given an opportunity to express his position.

**13. Substitutes:**

In the Administrator's absence – for matters relating to these regulations he will be replaced by – a person appointed by the Administrator for this purpose.

**14. Observers:**

- 14.1 To every disciplinary hearing that is held before the Administrator according to the provisions of these regulations an observer will be invited to attend on behalf of the Tel Aviv University's student union (hereinafter: the "**Student Union**"). The observer's failure to attend will not invalidate the procedure, so long as he was duly invited in writing.

- 14.2 The Student Union will offer the Dean a list of Student Union member that are not Residents in the Dormitories, from which the Dean will appoint three Students authorized to serve as observers in cases where the manager of the housing department of the Student Union is not available to attend.

The invitation to attend the disciplinary hearing before the Disciplinary Committee will be sent in writing to the Student Union observer at least 48 hours prior to the commencement of the hearing.