

STUDENT DORMITORY BYLAWS
HOLON INSTITUTE OF TECHNOLOGY

1. Purpose

The purpose of these Bylaws is to establish rules that will govern daily life in the Students Dormitory, to state the obligations and rights of the Dormitory residents, and to determine the competent authorities that may act in the Students Dormitory to ensure a safe, accessible and egalitarian residential environment.

***Clarification**

The provisions of these Bylaws in the masculine language also apply to the feminine.

CHAPTER ONE:: DEFINITIONS

2. Definitions

“Institute”	Holon Institute of Technology
“Dormitory”	The buildings of the Institute’s Dormitory and the areas outside of these buildings are marked as the Dormitory areas on the map of the Institute, including any area that the General Director of the Institute declares as a Dormitory area.
“Student”	A student who studies in the Institute as defined in the Students’ Rights Act, 5767-2007.
“Resident”	A student who was admitted residing in the Dormitory, from the time he received a confirmation of admittance to the time he vacated his place in the Dormitory and settled all the liabilities stemming from his residence in the Dormitory.
“Dean”	The Dean of Students in the Institute.
“Guest”	Any visitor to the Dormitory and everyone who is hosted in it under the provisions of these Bylaws.
“Director”	A person who was appointed, from time to time, by the Operator, to serve as the Director of the Dormitory.

“Operator”	A party who is authorized to operate and manage the Dormitory or anyone on its behalf.
“Disciplinary Committee”	A panel comprising three members, as follows: the Dean of Students or his representative, who will also serve as the Chairperson of the Committee; a representative appointed by the Operator; and the Chairperson of the Student Association at the Institute, or his representative, who will serve as an observer.
“Institution”	As defined in the Students’ Rights Act, 5767-2007.
“Offense”	A Disciplinary Offense or a Serious Disciplinary Offense, as defined below, excluding a criminal offense, as described in Section 34 below.
“Disciplinary Offense”	One of the following: (1) failure to comply with any of the obligations set forth in the Third Chapter of these Bylaws or an act or omission in contravention of any of the prohibitions set forth in the Fourth Chapter of these Bylaws; (2) inappropriate conduct unbecoming a Student in the Institute or a Resident in the Dormitory.
“Serious Disciplinary Offense”	One of the following: (1) disseminating false news knowingly or concealing information knowingly or committing fraud in order to obtain authorization to reside in the Dormitory or to receive benefits in connection with such authorization; (2) conduct constituting harm to the dignity, body or property a Resident in the Dormitory or of an employee of the Operator or the Institute; (3) incitement to racism or violence on any basis, and incitement based on religion, sex, nationality, political opinion or race; (4) sexual harassment as defined in the Prevention of Sexual Harassment Act, 5758-1998.

CHAPTER TWO: GENERAL PROVISIONS

3. Applicability

- 3.1. These Bylaws apply to all the Residents in the Dormitory.
- 3.2. The provisions of these Bylaws are intended to add to the provisions of any obligation or agreement entered into by the Resident in respect of his accommodation in the Dormitory and not to detract from them.

4. Rules of Residence

- 4.1. The Resident's placement in the Dormitory will be determined by the Director.
- 4.2. The Director may change the placement arrangements in the Dormitory from time to time, at his sole discretion, and instruct the Resident to vacate the room or the apartment in which he resides and to move to reside in another room or apartment, provided the Resident is given the opportunity to communicate his position to the Director.
- 4.3. Such notice must be given at least seven days prior, and the Resident must obey it.
- 4.4. Notwithstanding the foregoing, in special circumstances, determined at the sole discretion of the Director, he may order an immediate change of the room or apartment and the Resident must obey his instruction.
- 4.5. A Resident will not move from one room to another or from one apartment to another or from one complex to another without the Director's prior approval in writing.

5. Purpose of the Authorization

A Resident will use the room assigned to him and the apartment in which this room is located for his accommodation only and no other use will be made of the room or apartment for any other purpose.

6. Payments

- 6.1. A Resident must pay the authorization fee at any time, as stated in the Letter of Authorization, according to the authorization provided to the Operator from the Institute's competent authorities, on its due dates.
- 6.2. A Resident must pay at any time the charges for the city tax, water, electricity (including collection fees for every electric/water bill), and for any other service provided to him, as determined by the Operator under the authorization granted to it from the Institute's competent authorities as aforesaid, by the due date set for them.
- 6.3. In case a Resident is late in paying any of the charges, he will be liable to arrears interest, as set forth in the Letter of Authorization signed with the Resident.

7. Signing the Letter of Authorization

The Resident's accommodation in the Dormitory is conditional on his signing a Letter of Authorization and undertaking to be subject to its terms.

8. Inspections and Renovations

- 8.1. The Operator, Director and the Dean, and anyone on their behalf, may enter any room or apartment in the Dormitory, by appointment, in order to inspect them for repairs or maintenance work. In special cases, they may enter the rooms in the absence of their residents, even without prior notice, to inspect them or perform urgent repairs.
- 8.2. In an emergency, the aforesaid authorized persons may enter a room or apartment without prior notice in order to rescue human lives or save property.
- 8.3. It is clarified that the Operator may at any time renovate, repair, demolish or build (hereinafter: the "**Renovation**") any room, apartment, building, or area in the Dormitory, and the Residents will not be eligible for any compensation for inconvenience, noise, dirt, dust and such nuisances that may be caused to them as a result of the Renovation, as long as the Renovation does not prevent a reasonable level of accommodation. The Operator undertakes to do all that is required to guard the Student's equipment during the Renovation. As much as possible, renovations will be carried out in the break between the academic years, when the apartments are not occupied.

CHAPTER THREE: OBLIGATIONS

9. Directives and Procedures

- 9.1. Residents, Students, and Guests must comply with directives and procedures which will be published in writing, from time to time, by the Director or the Operator and to oral instructions given to them by the Director or the staff of the Dormitory employees.
- 9.2. Residents, Students, and Guests must comply with the standing directives of the security officer of the Dormitory, Institute or the Director and obey the special security instructions given by the security officer from time to time.
- 9.3. A resident will be personally responsible for what his Guests do in the Dormitory, whether the Director or anyone on its behalf approved the visit or not. It is clarified that the Director may establish special arrangements relating to visits by Guests and the Residents must obey them.

10. Cleanliness

- 10.1. The Resident must maintain order and cleanliness of his room, the apartment where the room is, and the entire area of the Dormitory.
- 10.2. The Resident must clean his room or the apartment where he resides, and he, together with his roommates (if the more than one Resident resides in the apartment) is responsible for the cleanliness of the apartment and for removing the trash from it, to the trash and recycling facilities in the complex.

11. Building, Furniture and Equipment

- 11.1. The Resident must maintain the room in which he resides, the apartment where the room is, the Dormitory, equipment, furniture, common facilities in the apartment and the Dormitory area, and he is responsible for their good order.
- 11.2. The Resident must equip himself, on his own and at his expense, with bedding and kitchenware.

12. Locking

- 12.1. The Resident must guard all his personal effects, including valuables. When leaving his room, the Resident must lock it, and the Resident who last leaves the apartment must also lock the door of the apartment. In any case, the Operator or the Institute will not be liable for stolen or lost equipment.

13. Medical Insurance

- 13.1. The Resident must have medical insurance cover that suits his needs. The Operator or the Institute are not obligated to provide any medical aid of any kind.

14. Security

The Resident must notify the security officer of the Dormitory or the Director or the Institute's security officer, and in their absence, the person who was assigned by the Director for this purpose, about any suspicious object or person seen or present in the Dormitory.

15. Identification

15.1. The Resident must carry with him an identity card or a resident card or a badge as decided by the Operator, or the Institute student card when entering the Dormitory and during all his time there.

15.2. A Resident, Student and/or Guest must identify themselves to the director, or any other officer in the Dormitory at any time they are requested to do so.

16. Notification

The Resident must notify the Director, within seven days of being aware, of the following:

16.1. An absence from the Dormitory for a period of more than two weeks (except academic leaves);

16.2. Change of his permanent address;

16.3. A contiguous disease or illness that confines him to a bed for more than forty-eight hours;

16.4. Termination of studies at the Institute.

Subject to the Letter of Authorization, it is hereby clarified that any absence from the Dormitory or leaving the Dormitory, whether reported or not, does not provide the resident any waiver or discount in payment of the authorization fee and the other charges imposed on the Resident.

17. Security Deposit

The Resident must provide the Operator, before his moving into the Dormitory, with a deposit in the amount equal to the authorization fee of one month of accommodation, as security to repair any direct or indirect damages incurred during his authorization period. This deposit, and its forfeiture or refund, will be subject to the provisions of the Fifth Chapter of this part of the Bylaws.

18. Refunds

18.1. At the end of his residence in the Dormitory, the Resident must return to the Director or any person on his behalf the keys for his room and for the apartment where the room is located and the resident's card or badge that he received.

18.2. The Resident must vacate all his possessions from the apartment at the end of the authorization period or upon its revocation or expiry, at the earlier time of which, and deliver it back to the Operator being free and clear of any person and object that belongs to him, and in good order, clean and ready for immediate use.

18.3. In case Residents do not vacate their possessions as stated, the possessions will be stored at the storehouse of the Operator or at any other place as stated in Section 11 of the Letter

of Authorization, and the Residents will be liable to pay the expenses of the storage from the day of evacuation to the day they retrieve their possessions.

- 18.4. The Operator or the Institute or any of their employees or agents will not be liable to any damage or loss caused to the Resident's possessions.
- 18.5. In case the Resident does not retrieve his possessions within 30 days of their taken to storage, the Resident will be deemed to have renounced his ownership of them and they will become the property of the Operator, who may use them upon his discretion without being required to give advanced notice or prewarning to the Resident.
- 18.6. The provision of this section does not prejudice any right or detract any relief available to the Operator or the Institute under the Letter of Authorization relating to the lateness in vacating the apartment or the room or any other legal relief available to them under the law.
- 18.7. The Operator or Director may add and set forth, from time to time, procedures and dates for the returning of the room and the apartment and the Resident undertake to act according to them, provided the Institute approved the change in advance and in writing.

CHAPTER FOUR: PROHIBITIONS

19. Trash in Common Areas

All trash, refuse, newspapers, papers, etc. must be disposed of only to the containers in the trash and recycling facilities in the common areas.

20. Relocating Equipment

20.1. The furnishings, equipment and facilities listed in the Letter of Authorization and its appendices must not be taken out or moved from room to room or from one apartment to another, and the furnishings, equipment and facilities that are located in the public areas must not be transferred to a room or from a public area to another location or to outside the Dormitory boundaries except if approved in advance and in writing by the Director.

20.2. No private furniture will be brought to the Dormitory and no appliances operating on electricity, gas and water may be brought, except for a personal computer, unless approved in advance and in writing by the Director.

20.3. Such approval by the Director may be revoked at any time at the Director's discretion. Such revocation will be delivered in writing to the Resident.

20.4. After 24 hours of giving notice as aforesaid, the Operator or the Director may immediately remove any such appliance as stated in Section 20.3 above from the apartment area, without derogating from any right available to the Operator under the Letter of Authorization or the provisions of law. The Resident will be charged a storage fee.

21. Alteration of Equipment and Building

21.1. No changes or additions shall be made, whether to the interior or exterior, in the walls, doors, other building parts, furnishing and equipment, electric or water systems, common facilities and Dormitory facilities, and they shall not be degraded, whether by painting, affixing, driving nails or screws or otherwise. The Resident will be liable for the full cost of dismantling the changes and restoration to the previous state.

21.2. The electric, water and gas (as the case may be) systems may not be improved, enhanced or downgraded.

22. Duplicating Keys and Locks

22.1. The keys of the apartment and the room are the sole proprietaries of the Institute and, therefore, must not be duplicated and cannot be given to others.

22.2. In case a Resident loses a key, he must notify immediately the Director of it. Duplicating a key and opening a locked door involve charges to be determined by the Director.

22.3. The locks of the apartment and the room may not be changed or added on. The Operator or the Director may remove any lock that was installed in contravention of this rule, install another lock and charge the Resident for their expenses and damages.

23. Hosting

24. The apartment is not open to hosting or co-hosting. An overnight stay is against the terms of the authorization. **Causing Noise, Nuisance, Disorder**

24.1. The Resident, Student or Guest shall not cause noise in the Dormitory.

24.2. It is the responsibility of the Resident that no noise, sound of radio and music, television, other audio equipment and other high-volume sounds be heard outside of his room.

24.3. No noisy social activity shall be held in the Dormitory without prior permission in writing from the Director or on his behalf, and once such permission is granted, it must be bound to the limits set forth therein.

24.4. No violations of the law shall be committed either by an act or by omission, including causing disorder or unrest in the Dormitory or any other act that may violate the normal routine in the Dormitory or that may cause harm to the feelings of the public.

24.5. A resident, Student or Guest shall not cause nuisance, harassment or inconvenience to a Resident or Guest.

24.6. A resident, Student or Guest shall comply with the provisions of the law that prohibit encouragement or publication of praise, solidarity or support to acts of violence or terror, racism, hatred, content or unpleasant feeling towards the State of Israel or that can promote sectarian hatred or hostility.

24.7. The Dormitory areas are intended for residential use only, and, therefore, it is strictly prohibited to hold any political activities on the Dormitory grounds, including public meetings, lectures, other types of assemblies, distributing fliers, and posting notices, flags or any written material. It is clarified that such conduct is prohibited throughout the Dormitory complex without exception. The Dean may approve, in exceptional cases, at his discretion, such activity.

25. Pets

No pets are allowed in the Dormitory and no feeding of pets is allowed in the Dormitory area.

26. Prohibited Games

No prohibited games, lotteries and gambling, as defined in Article Twelve of Chapter H of the Penal Law, 5737-1977, may be conducted in the Dormitory. Participation in any of them is prohibited and they may not be allowed to be held in a room or apartment or in the Dormitory in general. Violation of this clause constitutes a Serious Disciplinary Offense.

27. Weapons

No explosives and other demolition materials may be held in the Dormitory and no weapons (even with a permit) may be held in the Dormitory unless a designated permit was given for this purpose by the Director or the Security Officer of the Dormitory. Violation of this clause constitutes a Serious Disciplinary Offense.

28. Illegal Drugs and Alcoholic Beverages

- 28.1. Intoxication within the grounds of the Dormitory is strictly prohibited.
- 28.2. Holding, storing, delivering and using in the Dormitory drugs that are legally defined as illegal drugs of which use and possession are prohibited (hereinafter: the “**Illegal Drugs**”).
- 28.3. Smoking is legally prohibited in the Dormitory areas, except in designated areas where it is permitted under the Prohibition of Smoking in Public Areas and Exposure to Smoke Act, 5743-1983. For the avoidance of doubt, it is clarified that smoking in the rooms is prohibited, and smoking is prohibited in general if it causes exposure to smoke in areas that are smoke-free. In addition, drinking alcohol and hookah smoking are prohibited in the public and open areas of the Dormitory.
- 28.4. Violation of these clauses constitute a Serious Disciplinary Offense.

CHAPTER FIVE: LOSS AND DAMAGE

29. The Resident's Liability to Loss and Damage

- 29.1. The Resident is liable for any loss, damage, malfunction, and breakage caused to his apartment or room and to the furniture and equipment contained in it. All the Residents residing in the apartment are jointly liable for any loss, damage, malfunction, and breakage caused to the common facilities in the apartment and to the furniture and equipment in common areas. The provision of this section does not impose on the Resident liability for damage from ordinary and reasonable use of the apartment, room, furniture, and equipment.
- 29.2. The Operator, the Institute, the employees, and anyone on their behalf will not be liable for any damage that is under the Resident's responsibility as stated above.
- 29.3. The Resident must immediately notify the Director of any damage or malfunction or breakage discovered in the apartment.
- 29.4. , The Resident must reimburse and ensure the Operator for any amount the Operator incurs for repair or replacement due to the damage caused not by ordinary and reasonable use, upon the Operator's demand. Repairs of damage caused from ordinary and reasonable use will be performed by the Operator as stated in the Operation and Maintenance Specification.

30. Charging Tenants for Damages

- 30.1. In any instance of damage to the apartment/room and in any instance of loss or damage to the equipment and furniture in it, the Director will determine the value of the loss or damage, summon the Resident, and after clarifications decide whether the Resident must pay the Operator or anyone on its behalf the payment for the loss or damage or any part thereof and will set the amount of the payment and its terms.
- 30.2. In case an apartment is with several Residents, in any instance of damage to the common parts of the room or the apartment and in any instance of loss or damage to the equipment and furniture in these parts, the Director will determine the value of the loss or damage, summon all the Residents of the apartment, and inquire those responsible for the loss or damage. If the damage or loss cannot be attributed to some of the Residents, all the Residents will be equally liable to the Operator or anyone on its behalf for the value of the loss or damage or any part thereof.

31. Final Estimation of Damage

The Director will be responsible for estimating the value of the damage caused to the apartment or the room, together with the furniture and equipment contained in it. The Resident may appeal the Director's decision before the Institute's manager of maintenance and the decision of the latter will be final.

32. Collecting Damages – Security Deposit

- 32.1. The Director may decide that the damages charged to the Resident will be taken from the funds of the security deposit, as stated in Section 17 of the Bylaws, and he may charge the Resident to pay these damages in cash. If the damages are paid from the security deposit funds, the Resident undertakes to supplement the amount of the deposit immediately upon the Operator's first request.
- 32.2. If the amount of the deposit does not cover the full damages charged to the Resident, the Resident must pay the difference within seven days and also supplement the amount of the deposit, otherwise, the Director may order a stay of provision of any services to the Resident in the Dormitory until the balance is completely paid.
- 32.3. Upon the termination of the Resident's accommodation in the Dormitory (and no later than 30 days thereafter), and upon Director's disprove of any damage caused to the apartment and the room, loss or damage to the equipment and furniture, the Resolution will be refunded to the deposit or its remaining balance, as the case may be, according to the Operation Agreement and in the Letter of Authorization.

33. Taking Other Actions

The provisions of this chapter do not restrict the competent authorities in the Institute or the Operator to take additional actions against the Resident for loss or damage, whether under the Discipline chapter or any law, in lieu of or in addition to the proceedings described in this chapter.

CHAPTER SIX: TERMINATION OF RESIDENCE IN THE DORMITORY

34. Criminal Offenses and Apparent Criminal Offenses

Notwithstanding any other provision in the Bylaws, the Disciplinary Committee may terminate the eligibility for accommodation in the Dormitory of Residents who are involved in a criminal act or who were indicted on the suspicion of committing a criminal offense or who were convicted in a disciplinary proceeding in the Institute.

35. Termination of Accommodation in the Dormitory during the Authorization Period

35.1. Once the accommodation of a Student in the Dormitory is terminated during the Authorization period for any reason, the Director will act to assign the vacated room to a student on the waiting list for accommodation in the Dormitory.

35.2. If there is no waiting list or, alternatively, if students on the waiting list are not interested to take the room of the Student for any reason, the Director may instruct the Student to find another student to replace him. Admittance of the alternative Student to the residence in the Dormitory is conditional on all the following: :

35.2.1. Prior approval of the Director in writing, that will be granted if there is no reasonable objection, at his sole discretion, to the alternative Resident.

35.2.2. Signature of the alternative Resident on the Letter of Authorization and its appendices, including these Bylaws.

36. CHAPTER SEVEN: MISCELLANY Compliance

- 36.1. Residents, Students and Guests must be attentive and comply with all the directives and procedures published in writing from time to time by the Operator or the Director and obey any other oral instructions announced by the staff of the Dormitory, given on constructive grounds.
- 36.2. Residents, Students and Guests must comply with all the instructions of the security officers and guards on behalf of the Institute or the Operator and must obey the special security instructions given by them or their behalf from time to time.

37. Payment

Unless otherwise stated expressly in these Bylaws, the Resident must conduct all the payments to the Operator or the Institute under these Bylaws in cash and in full with 14 days of the invoice in writing. If not paid, the Operator may order a stay of provision of any services to the Resident until the debt is settled.

38. Assignment

The right to use the room or any part thereof may not be transferred, assigned or encumbered to another person. A Resident who transfers, assigns or encumbers the right of use or who permits another to reside in his room will immediately lose his eligibility to reside in the Dormitory and will be charged an authorization fee at the discretion of the Operator for the entire period of the Authorization, in addition to any other relief which the Institute or the Operator may impose.

CHAPTER EIGHT: DISCIPLINE

39. Purpose

The purpose of this chapter is to establish the disciplinary proceedings in the Student Dormitory and the competent adjudicating authorities.

40. Offense

A person who advised or solicited another to commit an offense, as defined above, a person who committed an act or refrained from acting to enable or aid another to commit an offense – whether the person advising, soliciting, facilitating or aiding another to commit an Offense was present during the commission of the Offense or not, that person will be considered to have participated in the commission of the above Offense and is responsible for it.

Or

The International student, signing the agreement and making the obligation to rent the room and the shared facilities, is considered responsible for any damages to the facility.

41. The Adjudicating Authorities

The adjudicating authorities for Offenses under these Bylaws are the International Office at the VP to Research, Innovation and Internalization Office or the HIT – Holon Institute of Technology Management.

42. Powers of the Adjudicating Authorities

42.1. To examine and document the damage accrued to property.

42.2. To notify all the required personnel of the damage accrued.

42.3. To put into the action the following actions:

42.3.1. a deposit amount paid at the beginning of the period;

42.3.2. removal from the dormitory for a fixed period;

42.3.3. removal from the Dormitory permanently.

43. Eviction – Drug Offense

Notwithstanding and further to what is provided elsewhere –in these Bylaws or in the Institute's directives and procedures – the Disciplinary Committee or the Director-General may, as the case may be, order a temporary eviction of the Resident tenant from the Dormitory if they have a reasonable basis to suspect the Resident of possessing, storing, distributing or using illegal drugs and the Resident cannot disprove this suspicion.

“**Temporary Eviction**” for the purpose of this section is an eviction for a limited period to be determined by the Disciplinary Committee or the Director-General, or, an eviction for an indefinite period that will be canceled if the Resident is acquitted in a proceeding against him in a court of law or under these Bylaws or any other bylaws applicable to him, or this will become

a permanent eviction if convicted or found liable in the proceeding. This power will not be used by the Disciplinary Committee or the Director General to detract from the authority of any other party to take measures or proceeding that they may against the Resident under any of the Institute's directives and procedures.

CHAPTER NINT: SAFETY

44. The tenant must obey the safety instructions and comply with the safety directives given to him from time to time by the Operator.

45. Fire Safety

The tenant must inspect the location of the fire extinguishers and operate them only during a fire. Extinguishing fire with water will be done only after shutting down the electricity to the floor and in the presence of authorized personnel. It is strictly prohibited to cover or conceal any part of the fire detection and extinguishing systems in the room or apartment or in the Dormitory areas.

46. Electrocution Hazard

46.1. Do not use the electrical system in the event of exposed wires, broken socket covers or broken or damaged switches, malfunctioning electrical equipment, etc.

46.2. If the Resident discovers a safety hazard, he must report it immediately to the maintenance center.

46.3. It is further emphasized that the tenant shall not make any change or addition to the plumbing system, to the electrical system and to the communication, computer and internet systems, whether on his own or by a licensed worker.

47. Fall Hazard

47.1. It is strictly prohibited to climb to the roofs of buildings for any reason, to climb or sit on windowsills or in high places not protected by a railing.

47.2. Do not disassemble windows, screens or any part thereof.

47.3. Do not place planters, flower pots or any other object on the exterior side of windows or walls.