



Univerza v Mariboru

Fakulteta za turizem

Cesta prvih borcev 36
8250 Brežice, Slovenija

Pursuant to the third paragraph of Article 354 of the Statute of the University of Maribor (Official Gazette of the Republic of Slovenia, No. 100/2023 – official consolidated text 14 and 31/2024) and the fifth paragraph of Article 19 of the Instructions on Contributions and Evaluation of Costs at the University of Maribor No. 012/N 2/2023/412-SF – official consolidated text 1 of 1 February 2024 (hereinafter referred to as “the Instructions”) and in accordance with Article 77 of the Higher Education Act (Official Gazette of the Republic of Slovenia, No. 32/12 – ZViS – official consolidated text 7 with amendments up to and including 102/23), provisions of the Rules on Tuition Fees and Other Contributions in Higher Education (Official Gazette of the Republic of Slovenia, No. 157/22 and 2/24), provisions of the Rules on Tuition Fees and Accommodation in Public Student Halls of Residence for Slovenian Nationals Without Slovenian Citizenship and Foreign Nationals in the Republic of Slovenia (Official Gazette of the Republic of Slovenia, No. 77/16, 25/19, and 56/22), and the Rules on Examination and Assessment of Knowledge at the University of Maribor No. A4/2009-41AG – official consolidated text 1 (UM Announcements, No. XXXIX-9-2021)

The Faculty of Tourism of the University of Maribor, Registration No.: 5089638054, VAT ID No.: SI71674705, represented by Assoc. Prof. Dr Marjetka Rangus (hereinafter referred to as “the FT UM”)

and

GOURINANDANA PALLIYL SHINJITHLAL (*Student's name and surname*)

PALLIYL HOUSE, SREEMOOLANAGARAM P O, PUTHIYA ROAD, ERNAKULAM, PIN: 683580, KERALA, INDIA (*Student's permanent address of residence*)

B8251448 (*Student's passport number*)

(Hereinafter referred to as “the Student”)

(Hereinafter referred to as “the Parties”)

Hereby enter into the following

STUDY AGREEMENT

No. 410/2024/P _____/320-KP

I.

The Parties note at the outset that:

- The Student applied for the study programme in Contemporary Tourism Practices implemented by the FT UM;
- The Student's application number is 2024630967;
- In the 2024/2025 academic year, the Student is enrolled in the 1st year of the undergraduate study programme in Contemporary Tourism Practices implemented by the FT UM;

- The Student is enrolled in the 1st year of studies of the 1st-cycle professional bachelor's study programme for further education in Contemporary Tourism Practices for the first time.

II.

The UM FT undertakes to:

1. Organise and implement classes for all courses of the enrolled year of study in accordance with the accredited study programme,
2. Conduct the examination of knowledge in accordance with course syllabi and regulations of the University of Maribor, and to enable the Student to progress through the study programme,
3. Provide the Student with infrastructure and access to relevant literature to meet their study obligations and do scientific research work,
4. Include the Student in research and development projects and programmes of the FT UM in accordance with the accredited study programme,
5. Inform the Student in a timely and appropriate manner about the place and time of the implementation of all forms of the educational process, office hours of higher education teachers and other staff, and about other study related matters, and
6. Regularly monitor the quality of the study programme and provide improvements.

III.

The Student undertakes to:

1. Regularly meet the obligations stipulated by the accredited study programme Contemporary Tourism Practices implemented by the FT UM,
2. Comply with the applicable regulations of the FT UM and the University of Maribor,
3. Regularly pay the tuition fee and other contributions in accordance with this Agreement, the Instructions, and the valid price list of the University of Maribor, and
4. Regularly inform the FT UM's Student Affairs Office of any change of residence and employment status, and other changes which may affect the exercise of the responsibilities specified in this Agreement.

IV.

The Parties initially agree that:

- The 1st-cycle professional bachelor's study programme Contemporary Tourism Practices implemented by the FT UM will be implemented in the town of Brežice or at the FT UM's dislocated unit in the city of Ljubljana;
- The 1st-cycle professional bachelor's study programme Contemporary Tourism Practices implemented by the FT UM will be implemented only if there is a sufficient number of enrolled students.

V.

The Student is obliged to pay the tuition fee and other study contributions (e.g. contributions for commission exams, enrolment contributions, contribution for the defence of the final work, etc.) in accordance with this Agreement, the Instructions, and the invoices issued by the FT UM.

The Student's tuition fee, enrolment contributions and administrative fee in the process of obtaining the Temporary Residence Permit (TRP) shall be paid by **UA NETWORKS poslovno in podjetniško svetovanje, tiskarstvo, založništvo d.o.o.**, Trg Leona Štuklja 5, 2000 Maribor, registration number: 8201129000, VAT ID number: SI 40937127 (hereinafter 'the Payer').

The FT UM will invoice the payer for tuition fee, enrolment contributions and administrative fee in the process of obtaining the Temporary Residence Permit. The payer's statement on the payment is considered as accession to debt and is enclosed to this Agreement.

Other study-related contributions are payable by the Student on an ongoing basis or as they are incurred in accordance with provisions of Articles 82 and 83 of the Slovenian Value Added Tax Act (Official Gazette of the Republic of the Slovenia, No. 13/11 – ZDDV-1 – official consolidated text 3 with amendments up to and including 122/23).

VI.

In accordance with the price list adopted by the Management Board of the University of Maribor at the 29th regular session of 1 February 2024, the tuition fee for the 2024/2025 academic year is **EUR 3,980.00**, and enrolment contributions for the 2024/2025 academic year amount to **EUR 51.85** (value added tax excluded). The Student shall also pay the administrative fee in the process of obtaining the Temporary Residence Permit (**EUR 69.97**).

The Student shall pay the tuition fee, enrolment contributions and administrative fee in the process of obtaining the Temporary Residence Permit (TRP) for the 2024/2025 academic year in the amount of **EUR 4,101.82** by the due date stated in the invoice as follows:

- 10% of the tuition fee, enrolment contributions and administrative fee in the process of obtaining the Temporary Residence Permit (**EUR 519,82**) within the time limits stated in the pro-forma invoice,
- 90% of the tuition fee (**EUR 3,582.00**) within 8 days from the Students Affairs Office's notice of approved temporary residence permit.

The tuition fee and the method of payment for the subsequent years of study are determined with the annex to this Agreement upon enrolment in the next year.

VII.

The Student who withdraws from the study programme up to and including 15 October of the current academic year shall be refunded the total amount of the paid enrolment contributions and tuition fee.

All students who have enrolled in a study programme and paid the tuition fee and enrolment contributions for a study programme that will not be implemented in the relevant academic year, are entitled to a refund of the entire tuition fee and enrolment contributions (the Student's request is not required). In this case, the FT UM refunds the entire tuition fee and enrolment contributions before the start of the academic year.

In accordance with the provisions of Article 19 (7) of the Instructions, the Student enrolled in the first- or second-cycle study programme is also entitled to a refund of part of the tuition fee without a request if they withdraw from the study programme, as follows:

- 80% of the tuition fee if the Student withdraws by 31 October of the current academic year,
- 50% of the tuition fee if the Student withdraws by 31 December of the current academic year, and
- 0% of the tuition fee if the Student withdraws after 1 January of the current academic year.

If the Student, their partner, or a member of their immediate family becomes seriously ill or dies, or if there are other special reasons which prevent the Student from starting their studies, the Student may request a refund of the fully paid enrolment contributions and the tuition fee by 31 October of the current academic year. After this date and by 31 December at the latest, the Student may request a refund of 70% of the enrolment contributions and the tuition fee. In cases where the Student cannot submit the refund request themselves (death, accident, etc.), a person close to the Student may submit it.

Students who were accepted to the study programmes of the University of Maribor, have paid enrolment contributions and tuition fee for their implementation, but have due to administrative obstacles not been able to obtain a visa or temporary residence permit for the purpose of their studies in the Republic of Slovenia in time, will receive a refund of 100% of the enrolment contributions and tuition fee paid less administrative costs of 5% (i.e. 95 % will be refunded) provided they withdraw from their study programme and apply for the refund by 31 December of the current academic year. Administrative costs of 5% are deducted from the total payment, which includes both tuition fees and enrolment contributions. If the reasons for not being able to come to Slovenia are attributable to the Student, the provisions set out in the third paragraph of this Article shall apply. A Student who wishes to obtain a refund of their enrolment contributions and tuition fee paid must submit a request to the FT UM in Slovene or English (by post or email) stating the reasons for the refund and attaching relevant supporting documents. The reasons for not being able to come to Slovenia attributable to students include, among others, that the visa or temporary residence permit was refused based on:

- False, inaccurate, deceiving or otherwise incomplete data provided,
- False/counterfeit/forged travel or other document(s) presented,
- An alert issued in the Schengen Information system,
- Unauthorized previous over-stay or expiration of a visa or a temporary residence permit,
- Inappropriate or missing proof of sufficient means of subsistence,
- Inappropriate or missing proof of holding adequate valid travel medical insurance,
- The Embassy or Administrative Unit concluding that the applicant presents an immigration risk.

If a Student was accepted to the University of Maribor on the basis of a cooperation agreement with an education consultancy agency and requests a refund of enrolment contributions and the tuition fee no later than by 31 December of the current academic year on grounds that they were unable to obtain a visa or temporary residence permit for the purposes of study in the Republic of Slovenia in time due to administrative obstacles, the enrolment contributions and the tuition fee shall be refunded in full less the percentage of the commission paid to the agency. The difference in the amount is withheld for agency fees incurred by the FT UM.

If a Student was accepted without the intervention of an education consultancy agency and could not start their studies on time for the same reason, they will be refunded 100% of the total enrolment contributions and the tuition fee less the administrative costs incurred by the FT UM for the enrolled Student, with the reduction limited to a maximum of 5%. Administrative costs of 5% are deducted from the total payment, which includes both tuition fees and enrolment contributions.

To all enrolled Students who fail to obtain a visa or temporary residence permit for the purpose of study in the Republic of Slovenia by 20 December of the current academic year, the FT UM shall send a notice informing them that winter semester classes will be completed in January, and that if students are not likely

to meet their study obligations after joining classes only in January or later, they are advising students to withdraw from the study programme. At the same time students shall be informed of their right and conditions for the refund of enrolment contributions and the tuition fee, in which case the FT UM may extend the deadline for requesting the refund of the amounts paid.

The University of Maribor may require additional proof from the Student requesting a refund of enrolment contributions and the tuition fee, and if the Student does not provide it within the set deadline, the University may adopt a decision based on the available documents. The dean of the FT UM shall decide whether the reasons for the refund are justified.

Students who have been expelled from the study programme due to various violations or due to having exceeded the number of attempts for sitting the exam in an individual course, shall not be entitled to a refund of enrolment contributions and tuition fee.

If the request for a refund of enrolment contributions and/or tuition fee is granted, the approved amount shall be refunded to the same bank account from which the enrolment contributions and/or tuition fee were paid. The University of Maribor is not responsible for changes in exchange rates or bank fees.

VIII.

In case of late payment of the tuition fee and other study contributions, civil law rules require that the payer is charged statutory interest on overdue amounts, and the non-payer shall be reminded to pay obligations that are not yet due.

If the overdue obligations are not paid on time, the FT UM shall issue a written reminder, requesting the non-payer to settle the overdue obligations at the latest within the time limit specified in the reminder, using a payment reference provided. If the tuition fee payer is a legal person, the reminder shall be sent to its address and to the Student for information. The reminder shall count not only as notice but as a warning before the use of certain UM services is suspended. If the unpaid overdue obligations are not settled within the time limit specified in the reminder and together exceed EUR 35.00, the use of certain services shall be suspended in accordance with the Instructions.

If overdue obligations are not paid despite the first reminder, the FT UM shall issue a second reminder, again requesting the non-payer to settle their overdue obligations within the time limit specified in the reminder at the latest, using a payment reference provided. If the tuition fee payer is a legal person, the reminder shall be sent to its address and to the Student for information. The second reminder shall be considered both a notice and a warning meaning that until payment is made the Student shall not be allowed to continue with their study obligations at the University of Maribor. If the unpaid overdue obligations are not settled within the time limit specified in the second reminder and together exceed EUR 70.00, the University of Maribor shall prevent the Student from continuing their study obligations in accordance with the Instructions.

After the payment of overdue obligations, the suspended services shall be reactivated through regular automatic data processing within five working days at the latest, and the Student shall again be allowed to use the services that were suspended and continue with their study obligations at the University of Maribor.

IX.

In the case of default on payment of the tuition fee, one of the individual instalments, or other study obligations, even after the reminders were served within the prescribed time limits, the Student shall be subject to legal proceedings for the recovery of debt, together with statutory default interest, in accordance with the legislation in force governing enforcement and security. If the tuition fee payer is a legal person who, even after two reminders and within the additional time limits set, fails to pay all outstanding amounts due, payment of the outstanding amounts due shall be sought from the Student.

X.

Regardless of the previous provisions, the Student is obliged to settle all financial obligations incurred in connection with their studies by the day of graduation at the latest or until the receipt of a withdrawal from the University of Maribor.

XI.

Any amendments to this Agreement shall be made in the form of an annex to the Agreement.

XII.

The Parties shall endeavour to resolve any disputes arising out of this Agreement amicably. Should this not be possible, disputes shall be settled by the competent court in Brežice. Detailed information about the contributions has been sent in the electronic version (Instructions on Contributions and Evaluation of Costs at the University of Maribor No. 012/N2/2023/412-SF of 28 February 2023); if you prefer, you can also receive them in print. In the event of inconsistency or discrepancy between the Slovenian language version of the Instructions and the English language version of the Instructions, the Slovenian language version shall prevail.

XIII.


This Agreement shall enter into force after being signed by both Parties.

XIV.

This Agreement is drawn up in three (3) identical original copies, of which the FT UM, the Student, and UA NETWORKS poslovno in podjetniško svetovanje, tiskarstvo, založništvo d.o.o. shall each receive 1 (one) copy.

In (place) SREEMOOLANAGARAO, on (date) 18/7/2024

GOURINANDANA PALLIYIL SHINJITHLAL
Student:



Izr. prof. dr. Marjetka Rangus
Dean of the FT UM:

Attachments – a constituent and inseparable part of this Agreement :

- Payer's statement on the payment of the tuition fee, enrolment contributions and administrative fee in the process of obtaining the Temporary Residence Permit.