

# **ACCOMMODATION CONTRACT**

(hereinafter referred to as the "Contract")

**in accordance with Section 2326 and subsequent Act No 89/2012 Coll., Civil Act, and subsequent directives  
(further only "Civil Act")**

## **Parties**

### **Provider of accommodation:**

**Czech University of Life Sciences Prague, VAT CZ60460709**

Address: Praha –Suchbát, 165 00, Kamýcká 129, Czech Republic

Bank account No: 500022222/0800

Represented by Professor Ing. Petr Sklenička, CSc., Rector

Public Higher Education Institution (HEI) in accordance with Act No 111/1998 on HEI and subsequent amendments (further only "CZU")

And

### **Resident:**

**Given Name(s), Family Name:**

**Study ID:**

**Date of Birth:**

**Permanent Address:**

**Nationality:**

**ID or Passport No.:**

The resident is a student at CZU:

**Faculty:**

**Study programme:**

**Year of study/Academic year:**

**Accommodation (bed and facilities) will be provided on the premises of CZU, specifically at:**

**Hall of Residence:**

**Room number:**

**Accommodation period:      from ... till ...**

## **Art. I Object of Contract**

1. CZU agrees to provide bed & facilities for temporary accommodation to the resident in the above mentioned room of the above mentioned Hall of Residence for the period stipulated in the Accommodation Contract and the resident will pay for his/her accommodation and related services.
2. Services related with accommodation provided on the basis of this Contract are specified as follows:
  - a) warm and cold water, as well as electric power supply,
  - b) clean bedding (linen, pillow case) every two weeks (2x a month),
  - c) waste disposal service,
  - d) the possibility of using common areas,
  - e) cleaning of common areas,
  - f) reception and security services,while the exclusion (i.e. temporary non-provision of these services) due to a malfunction or force majeure does not establish the right of the accommodated person for a reduction of the price for the services connected with the accommodation.

## **Art. II Accommodation costs and check-in conditions**

1. The costs for accommodation and related services must be paid at latest on the 15th day of each month, according to the price list published on the Halls of Residence / Dormitory website ([www.kam.czu.cz](http://www.kam.czu.cz)). The resident declares that he/she has been acquainted with this document and is fully informed about the costs, in advance and before signing the accommodation contract.
2. The costs for services related with accommodation, which are not included in the basic price for accommodation (e.g. fees for using one's own electrical appliances, washing machine, computer and internet connection etc.), are also published on the bulletin board and are available in electronic form on [www.kam.czu.cz](http://www.kam.czu.cz).
3. The parties mutually agree that the resident will pay an accommodation safety deposit in the amount of 10,000 CZK before start of their stay. Upon arrival at the accommodation (taking over the bed), the reservation deposit automatically becomes an accommodation deposit (monetary security).
4. The provider of accommodation reserves the right to use this security deposit for payment of damage caused by the resident on CZU inventory or other obligations incurred by the resident. The refund (liquidation) of the security deposit can be operated either as a payment modality of unpaid due for the last month of accommodation or other obligations incurred by the resident towards the provider, provided that the security deposit was not already used to cover costs for damage or other obligations incurred by the resident.
5. The refundable security deposit will bear 0,01 % interest and will be subject to taxation, in accordance with current legal dispositions.

6. In case that a resident pays his/her safety deposit, does not check in the relevant Hall of Residence by 30 September of the current year, and submits a request for cancellation of this Accommodation Contract to the relevant contact person, as indicated on [www.kam.czu.cz](http://www.kam.czu.cz), the Accommodation Contract is cancelled and CZU refunds the safety deposit after deducting an administrative fee in amount of 300 CZK.
7. In case that the resident does not check in by 30 September of the current year and does not submit a request for cancellation of the Accommodation Contract, as stipulated in the previous paragraph, and furthermore does not submit a request for delayed Check in to the contact persons, as indicated on [www.kam.czu.cz](http://www.kam.czu.cz), the resident must pay the costs for accommodation for the entire following month. The validity of this accommodation contract will end on the last calendar day of the following month, for which the person staying is obliged to pay the price for the accommodation according to the previous sentence. Termination of this agreement does not affect contractual obligations that arose before the termination of this agreement.
8. In the event of a positive balance remaining from the security deposit, payments or other costs, the resident must ask for the refund of the positive balance at the CZU Dormitories/Halls of Residence central administration office without delay, right after the end of his/her accommodation period. The resident can keep the deposit in his account in ISKAM for the next academic year or have it sent to a bank account/bank card.
9. CZU is entitled to increase the price for accommodation by 50% as a penalty if at the time of accommodation there is a change in the state of study of the accommodated in the form of repeating a year, studying at a second university, repeated admission procedure or departure within the exchange program, until the next changes in the state of study. In case of full occupancy, the student will be excluded from the accommodation.
10. CZU is entitled to demand a contractual penalty for the resident's delay in paying the obligation under this contract in the amount of CZK 15 for each day started after the 15th of the month.

### **Art. III. Resident's rights and obligations**

1. The resident must abide by the Dormitory Rules and other directives, which are published on [www.kam.czu.cz](http://www.kam.czu.cz). The resident hereby declares that he/she has been fully informed about these rules and directives, before signing the accommodation contract.
2. Repeated breach of these obligations on behalf of the resident will be considered as serious breach of regulations, in accordance with Art V of this contract.
3. The resident can be accommodated earliest one week before the start of classes in the winter semester of the upcoming academic year. Before Checking in, the resident must present his/her Student Index, indicating studies in the new academic years, and an ID or Passport (or any other valid official document corroborating his/her identity).
4. The resident must report, without delay, to the manager of the relevant Hall of Residence, any damage found in his/her room, on the premises or in shared facilities. The resident must report any damage that he/she, or a third person, has caused.
5. The resident must report to the manager of the relevant Hall of Residence any electrical appliances that he/she wishes to use, including its technical data, with the exception of appliance used for personal hygiene. All electrical appliances must have standardised parameters and technical safety norms (e.g. CSN 33 1610). The accommodation provider reserves the right to prohibit the use of a certain appliance for security reasons.
6. The resident is entitled to ask to be relocated to another room, including to a room with different a standard. Such change will be dealt with in an annexe to this Contract.
7. The accommodated person must respect the decision of the Accommodation Provider to move to isolation or quarantine due to the order of the public health protection authority. The use of rooms intended for isolation or quarantine is governed by the instructions and rates described in the Crisis Plan at [www.kam.czu.cz](http://www.kam.czu.cz).
8. The resident is entitled to:
  - a) make use of designated premises, i.e. the bed and the room allocated to him/her in the Accommodation Contract;
  - b) make use of common sanitary facilities and other common rooms. He/she is also entitled to services offered by CZU and stipulated in these Accommodation Contract Terms;
  - c) explain his/her opinion on incitements and announcements, which document his/her breach of obligations, as stipulated in this contract and in the Halls of Residence Regulation. This explication can be submitted by e-mail, at latest 3 days after the information on breach of rules is sent to his/her electronic address;
  - d) Appeal against the decision on termination/conditional termination of resident status issued by the director of Halls of Residence, at latest 7 days after reception of the decision; the appeal must be addressed to the director of Halls of Residence, who will assess the reasons for the appeal at latest within 7 days; in case that the appeal is not accepted, he/she may address the appeal, through the director of the Halls of residence, to the Rector of CZU, who will assess the reasons for the appeal at latest within 7 days. The appeal procedure must be finalised within 30 days from the date of issue of the decision on termination/conditional termination of resident status.
9. The resident must:
  - a) follow instructions of the security personnel of the Dormitories and if requested present his/her ID and Resident Pass;
  - b) comply with rules of proper conduct and respect night hours from 22:00 to 6:00; during night hours it is compulsory to avoid any noise;
  - c) keep his/her room and shared facilities clean;
  - d) follow safety and fire directive;
  - e) during his/her absence close windows and lock doors;
  - f) inform the accommodation provider, within five days, about any changes of personal or contact data, or changes in the state of study;
  - g) if necessary, submit to additional health and hygiene provisions;
  - h) to bring his/her room to its initial state and return it to the provider at the end of accommodation period, and in the case of termination of resident status, in accordance with Art. 6 of this agreement, including the allocated inventory, give back all keys, bedding and check out from the relevant Hall of Residence; in case that the room is not vacated according to the above mentioned procedure within 7 days after the end of the Contract, the accommodation provider reserves the right to empty the room and deposit the property of the resident in a safe place, at the costs of the resident;

- i) at the end of his/her accommodation term, the resident is responsible for any deterioration of the inventory, which exceeds the usual level of usage (very dirty and damaged paint on the walls, dirty floors etc.); the accommodation provided reserves the right to charge the resident for any repairs, due excessive deterioration of the inventory;
  - j) refund all damage caused to the inventory and assets of CZU;
  - k) settle any outstanding due to the accommodation provider.
10. The resident is forbidden to:
- a) allow a third person to stay in his/her room, without explicit permission of the manager of the relevant Hall of Residence;
  - b) sublet his/her room or its part to a third person;
  - c) move to another room without following the procedures mentioned in Sect. 5 of this Article;
  - d) make changes or alterations of the premises used in accordance with this Contract (except when the accommodation provider has given its consent in writing), move the inventory in the shared premises and other items;
  - e) lend allocated keys to a third person;
  - f) manipulate with installed appliance of any kind;
  - g) keep animals in the buildings and on the premises of CZU Dormitories/Halls of Residence;
  - h) to smoke on all premises of the Halls of Residence, except in areas reserved for this purpose;
  - i) to keep or hang any objects on the external windowpanes;
  - j) to use roller and inline skates, scooters, skateboards, bicycles and similar in the building of the Halls of Residence;
  - k) to indicate the address of the CZU Dormitories as a professional address or an address connected to one's private enterprise;
  - l) to wear a gun and ammunition or keeping them against legal dispositions;
  - m) to fabricate, use or distribute illicit substances, i.e. drugs, with the exception of medication prescribed by a medical doctor;
  - n) organise parties or celebrations in the dormitory buildings and on its premises.

#### **Art. IV Rights and obligations of CZU**

1. CZU will deliver to the resident his/her allotted room and bed, in a functional state, as indicated in the Accommodation Contract. Should nevertheless defects be found in the room, they should be reported by the resident to as soon as possible, latest 10 days after the resident has moved in his/her room.
2. CZU has the obligation to clean shared areas.
3. CZU has the right to relocate a resident to another room or another location in case of technical problems. The resident must be informed by the about relocation at least 5 days in advance.
4. Upon receiving information and/or complaints concerning breach of obligations by the resident, the management of CZU Halls of Residence will register such incidents in its data base and subsequently inform the resident by e-mail; the registration of such breach of obligation is kept for a maximum of one year from the date of the registered incident.
5. The director of CZU Halls of Residence has the right to issue a decision on termination of status of resident on behalf of CZU Prague, in case of breach of obligation on behalf of the resident. A serious breach of obligation is particularly, but not only, the breach of obligations stipulated in Art. 3 of this Contract.
6. The director of CZU Halls of Residence has the right to issue a conditional decision on termination of status of resident on behalf of CZU Prague, in case of a single breach of obligation on behalf of the resident. Such conditional termination of status of resident is in force for 1 year from the date of issue of the conditional termination, on the basis of a positive evaluation of the resident subsequent behaviour by the Dormitory Council.
7. Repeated minor breaches of obligations shall be considered as cumulative actions and can lead to the issuing of termination of resident status, in accordance with Art.5 of this Contract.
8. The decision on termination of status of resident is issued and sent by e-mail by the director of CZU halls of Residence to the Dormitory Council and to the Chancellor of CZU.
9. In the event that the resident appeals against the decision made by the director of CZU halls of Residence to the rector, the director of CZU halls of Residence will submit the entire issue, including the assessment of the Dormitory Council, to the Rector of CZU.
10. The Rector of CZU is entitled to repeal, change or uphold the decision on termination/conditional termination issued by the director of CZU halls of Residence. The decision made by the Rector is final and there is no further possibilities for appealing.

#### **Art. V. Contract duration**

1. This contract is concluded for temporary accommodation in the sense of § 2326 et seq. of the Civil Code. It lasts from the date of deposit of the reservation deposit according to the Procedure for submitting an application for accommodation (published at <http://www.kam.czu.cz> in the Accommodation scenario at the CZU dormitories) until the contractually agreed end of the accommodation agreement indicated in the header this contract.
2. This contract may be terminated even before the deadline agreed in the previous paragraph, in the cases and procedures specified in Article VI. this contract. In such cases, the contract expires on the last day of the notice period according to Article VI. paragraph 2 of this contract, or on the day of delivery of the decision on exclusion from accommodation according to Article VI. paragraph 4 of this contract, or on the day of delivery of the notice pursuant to Article VI. paragraphs 3 and 5 of this contract to the resident by the CZU.

#### **Art. VI. Notice of cancellation, termination and avoidance of contract**

1. The resident is entitled to cancel this Contract before the end of the agreed period of accommodation.
2. The cancellation term is 1 month, starting from the day the Cancellation Notice was received by CZU, i.e. by the manager of the relevant Hall of Residence. During the cancellation term the resident must pay his/her accommodation costs.
3. The provider of accommodation is entitled to cancel the Contract without the 1 month cancellation notice in the event he finds out (or has been informed by the study office of the relevant Faculty) that the resident ended or interrupted his/her studies at CZU, left CZU or had to leave CZU due to poor study results. The day of delivery of the notice is considered the day of termination of accommodation in the sense of Article III. paragraph 9 letter h) of this contract.

4. The delivery of the final decision on termination/conditional termination of resident status implies the end of any further contract obligation on behalf of CZU. The date of delivery is considered as the end of resident status, in accordance with Art.3 of this Contract.
5. CZU is entitled to cancel this Contract (in writing) in case that the resident breaches this Contract or other rules of CZU. The day of delivery of the notice is considered the day of termination of accommodation in the sense of Article III. paragraph 9 letter h) of this contract.
6. In case CZU cancels this Contract out of the initiative of the resident, or cancels the Contract in accordance with Sect. 3 of this Article, the resident must pay a cancellation fee to the provider, which amounts to the costs for accommodation for one month. However, such a cancellation does not encroach on the right of CZU to demand a refund for any damage caused by the resident during his/her stay.
7. Written communication of the above mentioned decisions is implemented through e-mail to the relevant contact person, as indicated during the signature of the Contract. Communication can be also done by registered postal delivery. In this case the communication is considered as delivered, even when the registered letter is returned from the latest postal address, for whatever reason (including "addressee does not reside here", "addressee has moved" etc.).

#### **Art. VII. Responsibility for damage**

1. The accommodation provider is responsible for damage of inventory, as defined in Art. 9 of CZU Dormitory Rules.
2. The resident must refrain from any activities at the Dormitories, which may cause damage to CZU inventory and assets. The resident is responsible for damage on CZU inventory or assets.
3. Responsibility for damage is governed by general legal dispositions (i.e. Civil Act).

#### **Art. VIII. Further agreements of the parties**

1. Non-standard situations during the duration of the contract and its violation by the accommodated person are solved by the relevant manager of the dormitory operation separately or in cooperation with the Dormitory Council, in case of gross breach of contract, the director of the CZU Residence and Refectory.
2. An ISIC card can be used instead of a Resident Pass.
3. The resident may indicate his/her address at the relevant Hall of Residence as a regular mailing address for receiving letters and parcels (with the exception of money transfers); letters and parcels destined for the resident of CZU Dormitories are kept at a designated area in each Hall of Residence.

#### **Art. IX. Handling of Personal Data**

1. CZU undertakes to process or otherwise handle the personal data that it receives in relation to the conclusion of this Agreement in accordance with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data /hereinafter the "GDPR"/, in accordance with the Czech Republic's personal data protection legislation and in accordance with this agreement. CZU further undertakes not to use personal data for any purpose other than that specified in this Agreement. CZU undertakes to adhere to all other obligations set out in the GDPR, and set out by the legal regulations of the Czech Republic on the protection of personal data, unless expressly set out by this Agreement. CZU declares that it fulfils all of the legal obligations arising for CZU from the GDPR and other legal regulations..
2. CZU undertakes to make every effort to remedy an illegal situation in relation to personal data transferred in connection with the subject of fulfilment pursuant to this Agreement that would breach the obligations set out in the GDPR, and breach the obligations set out by legal regulations in the Czech Republic related to the protection of personal data, immediately after such a fact occurs.
3. CZU hereby declares that it is able to ensure the technical and organizational protection of the personal data transferred to it in connection with the subject of fulfilment under this Agreement, in particular to take all measures to prevent unauthorized or accidental access to personal data, its destruction, loss, and misuse, in particular by defining a limited set of persons who may handle the personal data, including securing of confidentiality about data that they learned of as part of the processing of the personal data, and to provide rooms and computers with protection against intrusion of third parties. CZU declares that it has adopted technical and organizational measures for the protection of personal data that are necessary for securing the processing of personal data in accordance with Article 32, GDPR.
4. CZU declares that it has adopted technical and organizational measures for the protection of personal data that are necessary for securing the processing of personal data in accordance with Article 32, GDPR.
5. The resident acknowledges that his or her personal data shall be transferred to a third party the purpose of fulfilling its determined legal obligations. The processing of personal data by a third party is based on legal consent pursuant to Article 9, GDPR.

#### **Art. X. Fire Security**

1. The resident must abide by fire security instructions, i.e. the CZU Dormitories Fire Hazard Prescriptions and Evacuation Regulation of the relevant Hall of Residence.
2. Outdoor fires and grilling are strictly prohibited on the premises of CZU campus.

#### **Art. XI. Final and temporary provisions**

1. The Accommodation Contract is valid and applicable only with signatures of both parties.
2. Legal representatives are also entitled and bound by this Contract.
3. This Contract is elaborated in two identical copies, one copy for each party.
4. The resident agrees that in case of delay in payment of his/her accommodation, the owed amount can be deduced from his/her scholarship, provided that a scholarship is awarded.
5. In the event of any inconsistencies or ambiguities between this contract and the accommodation provider's internal regulations regarding student accommodation, this contract takes precedence.

6. Parties of this Contract hereby declare that they have carefully read the contents of this Contract, and that they have signed the Contract out of their own free and independent will. The resident hereby declares that he/she has been fully acquainted with the contents of the Contract, agrees with the contents, and will abide by all its provisions and rule.

.....  
Provider of accommodation

.....  
Resident