

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:

Name, Surname:

University ID number (UIČ):

Date of Birth:

Home address:

Nationality:

ID or Passport No.:

The resident is a student at CZU:

University/Faculty:

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 basic related services (hereinafter referred to as the "price for accommodation").
2. The basic accommodation services provided on the basis of this Contract are specified as follows:
 - a) supply of hot and cold water, electricity,
 - b) change of bed linen, twice per calendar month (dormitory A, BCD and JIH),
 - c) waste disposal service,
 - d) the possibility of using common areas,
 - e) cleaning of common areas,
 - f) reception and security services,while a shutdown (i.e. temporary non-provision of these services) due to a malfunction or force majeure does not entitle the resident to a reduction in the price for accommodation services.

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 and Refectory website (www.kam.czu.cz). The Resident declares that he/she is aware of this document and has been informed of this price for accommodation before signing this contract.
2. The prices for services related with accommodation, which are not included in the basic accommodation services (e.g. reimbursement of costs for the use of own appliances, washing machine, computer, sale of bedding, etc.), are also published on the Halls of Residence and Refectory website (www.kam.czu.cz).
3. The parties declare that the resident has paid a booking deposit of CZK 10,000 as part of the pre-contract procedure. Upon check-in (taking over the bed), the booking deposit automatically becomes the accommodation deposit (cash security).
4. The provider of accommodation reserves the right to use this accommodation deposit to cover any damages caused by the resident on CZU inventory or other obligations incurred by the resident. The refund (liquidation) of the accommodation 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 cash security (deposit) provided will not bear interest and the provisions of Section 2254 of the Civil Code will not apply.
6. In case that a resident pays his/her booking deposit, does not check in the relevant Hall of Residence by 30 September of the current year, and requests a cancellation of this Accommodation Contract in advance on ubytovani@kam.czu.cz, the Accommodation Contract is cancelled and CZU refunds the booking deposit after deducting an administrative fee in amount of 300 CZK.

7. If the resident has paid the booking deposit, does not check in by 30 September of the current year and does not request cancellation of the Accommodation Contract, as stipulated in the previous paragraph, and furthermore does not request a delayed check-in to ubytovani@kam.czu.cz, the resident is obliged to pay the price for the accommodation for the following month. This Accommodation Contract shall terminate on the last day of the month for which the resident is obliged to pay the accommodation price according to the previous sentence. The termination of this Contract shall not affect contractual obligations arising prior to the termination of this Contract.
8. For any overpayment of the deposit, price of accommodation or other payments, the resident is obliged to apply to the accommodation office via ubytovani@kam.czu.cz immediately after the end of accommodation at the CZU Halls of Residence. The resident can keep the deposit in his/her ISKAM account 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 25 % as a penalty if a change in the resident's study status in the form of interruption or termination of studies occurs at the time of accommodation provision, from the date of this change until the next change in study status or until the end of the accommodation contract. In the event of full occupancy, the resident will be excluded from the accommodation.
10. CZU will increase the price of accommodation by 50 % as a penalty for teach day that exceeds the announced date of termination of accommodation in the event of a violation of the rules of termination of accommodation according to Article III (9) (h).
11. CZU is entitled to demand a contractual penalty for the resident's delay in paying the obligation under this contract according to the valid price list published on the website of the Halls of Residence and Refectory website (www.kam.czu.cz).

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. 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 VI, paragraph 5 of this contract.
3. The resident is entitled to start the accommodation at the earliest on the first day of the agreed period of accommodation specified in the header of this contract. Upon check-in, the resident is obliged to present a study confirmation valid for the upcoming academic year and a valid ID card (or passport or other identification).
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. This change will be dealt with by concluding a new Accommodation Contract.
7. The Resident must respect the decision of the Accommodation Provider to move to isolation or quarantine due to the order of the public health authority.
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 Halls of Residence and if requested present his/her ID and the legitimacy of his/her stay in the Residence Hall;
 - 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) immediately inform the accommodation provider, within five days, about any changes of personal or contact data, or changes in the state of study;
 - g) to undergo other health and hygiene measures if special circumstances require it;
 - 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. Accommodation after the end date is considered as unauthorised accommodation;
 - 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) to compensate for any damage caused to the property of the CZU;
- k) settle any outstanding due to the accommodation provider;
- l) pay for the costs associated with an unscheduled call-out of the emergency services, caused e.g. by a violation of the smoking ban.

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 is obliged to hand over to the resident the premises in which the bed reserved for use by the resident under this Contract is located in proper condition suitable for use under this Contract. Any defects found in these premises shall be reported by the resident within 10 days after taking up the accommodation.
2. CZU has the obligation to clean shared areas.
3. CZU is entitled to move the resident to other premises in another dormitory building for operational reasons - however, it is obliged to notify the resident at least 5 working 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.
7. Repeated violations by the Resident shall be considered as gross violations by the Resident within the meaning of paragraph 5 of this Article for the purpose of the possibility of expulsion.
8. The decision to expel will be communicated to the resident by the Head of the relevant Hall of Residence.
9. In the event that a 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 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 booking deposit according to the Accommodation Scenario (published at <https://www.kam.czu.cz/en/r-10442-documents-and-forms>) 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. Termination of the Contract

1. The resident is entitled to terminate this Contract before the end of the agreed period of accommodation.
2. The notice period is 1 month and starts from the date of delivery of the notice to the accommodation office via ubytovani@kam.czu.cz. The resident is obliged to pay the price of accommodation for the entire period of notice.
3. The provider of accommodation is entitled to terminate the contract without notice in the event that it finds out that the resident's studies have been terminated, interrupted, or the resident has dropped out of studies or has been expelled from studies. The day of delivery of the notice is considered the day of termination of accommodation in the sense of Art. III. paragraph 9 letter h) of this contract.
4. The delivery of the final decision on exclusion from accommodation to the resident shall result in the withdrawal from this contract by 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. Delivery of the above-mentioned documents shall be made electronically by e-mail to the contact details provided at the time of conclusion of this contract or by registered mail; here, the delivery shall be deemed to have been made even if the document is returned from the address last mentioned for any reason (including "not living", "moved out", 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 Halls of Residence, 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 regulations (i.e. Civil Code).

Art. VIII. Further agreements of the parties

1. Non-standard situations during the duration of the contract and its violation by the resident are solved by the relevant head of the dormitory independently or 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 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. This Contract is valid upon confirmation at <https://iskam.czu.cz> and effective upon deposit of the reservation deposit. Once confirmed by the student, the contract is locked and cannot be further modified or changed.
2. Legal representatives are also entitled and bound by this Contract.
3. This Contract is concluded in one electronic copy.
4. The resident agrees that in case of delay in payment of his/her accommodation, the owed amount can be deducted 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 confirmed 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.

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Provider of accommodation

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Resident