

Annex No. 1 to Student Accommodation Rules of Palacký University Olomouc**ACCOMMODATION CONTRACT****The Parties**

- 1) **Palacký University**
public university,
legal entity operating on the basis of a trade license
with address as Křížkovského 511/8, 779 00, Olomouc,
Business ID No.: 61989592, Tax ID No.: CZ61989592,
represented by Head of Accommodation and Dining Services of Palacký University
Olomouc

Bank details: Komerční banka, a.s. , account number: 19-1146360257/0100
(hereinafter referred to as “ Accommodator ”)

and

- 2)
- | | | |
|-------------------------------|-------------------|--------------|
| (title, first name, surname): | passport number: | |
| date of birth: | sex: | |
| faculty: | year: | citizenship: |
| domicile: | | |
| e-mail address: | telephone number: | |

(hereinafter referred to as “Accommodated”)

and jointly referred to as “Contracting Parties”,

hereby and duly conclude this accommodation contract (hereinafter referred to as “Contract”) in accordance with sections 2326 to 2331 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “Civil Code”) as per the below stipulations:

Article 1 Introductory provisions

1. In due compliance with the Palacký University Student Accommodation Rules (hereinafter referred to as “Student Accommodation Rules”), the Accommodator shall provide temporary accommodation to the Accommodated in room no. ... at dormitory: ..., at the address: ... (hereinafter as “room”).
2. The said accommodation pertains to the room and premises/spaces intended for common use within a suite/cell in case such spaces belong to a room (hereinafter as “premises”), for a fixed period, i.e. from: to:
3. The Accommodated is duly obliged to pay Accommodator the price for the accommodation (hereinafter referred to as the "fee") under the conditions set out below.

Article 2 Rights and obligations of the contracting parties

1. The Accommodator is obliged to hand the premises over to the Accommodated in a state suitable for its proper and intended use.
2. The Accommodated has the right to use the equipment/appliances located in the premises, which is stated in the inventory list placed onsite.
3. The Accommodated is obliged:
 - a) to duly respect and comply with the UP Dormitory House Rules, Student Accommodation Rules, Computer Network User Rules and using SW applications of Palacký University Olomouc (hereinafter as “UP”), other internal norms of either UP or SKM UP (hereinafter as “related UP standards” only), and mainly the Contract herein,
 - b) not to let any other person use the premises or to use them contrary to article 3, paragraph 2 herein,
 - c) to use only the room stated in article 1, paragraph 1 of the Contract, inclusive of premises/spaces designated for common use within the suite, and premises that are designated for common use within the dormitory,
 - d) at the end of the accommodation period, to hand over the premises to the Accommodator in the state as when it was duly taken over by the Accommodated, without defects or damage, and as per the original layout,
 - e) in the event of culpable damage to Accommodator's property, to duly remunerate for the resulting damage no later than three days after delivery of the calculation of the amount of damage to the benefit of the Accommodator,
 - f) to interrupt accommodation in the dormitory due to an outbreak of serious infectious disease and to pay the fees for the duration of the interruption,
 - g) to immediately report any change(s) to the personal data listed in the header of this Contract,
 - h) to comply with additional resident’s obligations as per the UP Dormitory House Rules.
4. The Accommodator is entitled to enter the premises without the knowledge or presence of the Accommodated (residents) only in instances where there is serious risk to life and/or health, or where there is risk of significant damage to Accommodator’s property and to carry out the necessary repairs thus arising; further, to render checks for cleanliness, order, safety, compliance with the night quiet hours and other obligations arising from the UP Dormitory House Rules. Check and review of inventory may only be conducted following a seven-day notice period, whereof the said notification must be visibly posted on the bulletin board of the concerned residence hall/dormitory. This does not affect cleaning of areas intended for common use within the cell/premises, if it belongs to a room.

Article 3 Additional provisions

1. The start of accommodation is possible no earlier than on the day specified in Article 1, paragraph 2 of this contract as the start day.
2. The Accommodated is entitled to allow stay of a person not accommodated in the dormitory or a person accommodated in another dormitory (hereinafter as “visitor”) between 2400 hrs and 0700 hrs only with prior consent of the Accommodator and provided that all of the following conditions are duly met:
 - a) the visitor in the presence of the Accommodated is registered, in advance and in the accommodation system, at the reception desk of the given dormitory by an authorized person of the Accommodator,
 - b) the visitor proves his/her identity to an authorized person of the Accommodator via an ID

- card, a passport or a UP student's card,
- c) the visitor pays the accommodation fee according to Article 4, paragraph 1 of the Contract at the point of registration,
 - d) the duration of stay must not exceed three consecutive nights and the maximum limit of twelve nights per month,
 - e) in the event that another person is accommodated in the suite (room) at the same time on the basis of contracts with the Accommodator, the person accommodated shall document their prior consent to the authorized person of the former,
 - f) the Accommodated duly informs the visitor of all the conditions that apply to accommodation in the dormitories, and is responsible for their compliance by the visitor, and undertakes to pay any penalty for their violation or damage caused, as if the damage was caused by Accommodated.
3. The Accommodated is entitled to additional services/benefits from the Accommodator beyond those falling under the charge(s) of the current Contract, upon payment of the price(s) stated in the Additional Services Price List.
 4. The Accommodated is obliged:
 - a) to interrupt the accommodation at the request of the Accommodator due to extraordinary, unforeseeable circumstances for a maximum of 10 days, whereof during such period Accommodator is not entitled to receive the accommodation fee,
 - b) to change the place of accommodation for a substitute room (dormitory) as specified by the Accommodator:
 - i. in case of a) as an alternative offered by the Accommodator (Accommodated shall not be liable to pay accommodation fee for the alternative accommodation higher than the accommodation fee as per the Contract),
 - ii. between 20 June and 15 September pursuant to operational reasons of the Accommodator in due accord with Article 2, paragraph 8 of the Student Accommodation Rules,
 - iii. between September and June pursuant to serious operational reasons of the Accommodator as per Article 2, paragraph 8 of the Student Accommodation Rules,
 - iv. in the event that the contractual obligations between the Accommodator and the persons occupying the room (suite) together with the Accommodated cease to exist and when the vacated place is not occupied by another person immediately afterwards or an amendment to this contract is concluded, which increases the dormitory fee to correspond to the number of persons currently occupying the room (suite).

Article 4 Accommodation fee, Terms of payment, Security deposit

1. The accommodation fee stands at CZK ... per day, including VAT, while the amount is based on the current Accommodation Price List. The Accommodated shall duly take into account the fact that the Accommodator reserves the right to change the accommodation fee during the course of validity of the current Contract by issuing a new Accommodation Price List only in case of change(s) to the VAT law, whereof the Accommodator shall duly inform the Accommodated of such change without delay via email (address as per in the system) and via the notice boards in dormitories.
2. The Accommodated undertakes to pay the accommodation fee for the entire period of validity of the Contract, inclusive of periods when not physically present in the said premises; however, excluding in cases where the obligations pursuant to the current Contract become void. This clause does not apply in case(s) of interruption of accommodation due to reason(s) on the part

of Accommodator mentioned in Article 3, paragraph 4 letter a) of this Contract.

3. The accommodation fee is due no later than on the fifteenth day of the month for which the fee is paid. In the event of a later start date than the fifteenth day of the month, the dormitory fee shall be due no later than the start date of the accommodation. Payment referred to herein shall be deemed as rendered when the stated amount is credited to the account of SKM UP.
4. The Accommodated may pay the accommodation fee and other fees (contractual fines, late payment interest, fees, compensation for damages):
 - a) non-cash (usually in the form of bank transfer or online payments in the accommodation system); the variable symbol of the payment is compulsory number as it serves to unambiguously identify the payer and it is available in the system,
 - b) by card at places where the card terminal is provided by Accommodator,
 - c) in cash at the dormitory reception desk.
5. By the signing this Contract, the Accommodator acknowledges receipt of the security deposit from the Accommodated corresponding to 30 x per day accommodation fee.
6. The Accommodator shall return the security deposit stated in 5) to the Accommodated within 14 days of termination of accommodation, at the latest, in the amount that corresponds to the actual state of accommodation upon take-over and as per the following stipulations. It is to be noted that the previous sentence is not valid in case the Accommodated consents to Accommodator retaining the said security deposit for inclusion in a new, upcoming accommodation contract.
7. The Accommodator is entitled to use the security deposit in the form of a unilateral offsetting for the payment of:
 - a) payable damages to property caused by the Accommodated,
 - b) due fees and fines,
 - c) accommodation fees, at the earliest on the day of termination of the obligation under this Contract.
8. The Accommodator will notify the Accommodated of withdrawal of the deposit through the system (account of Accommodated).
9. In case that the security or its part has been withdrawn, the Accommodated is obliged to top up the balance amount in the full extent within 07 days of delivery of the notice about its withdrawal, at the latest.
10. The Accommodated agrees that Accommodator uses the payment rendered by the former to balance the fee that is first due.

Article 5 Termination of accommodation

1. The obligation(s) established by this Contract expires:
 - a) upon expiration of the period for which the accommodation was agreed in the Contract,
 - b) upon fulfilment of the release condition according to paragraph 2 of Article 5 herein,
 - c) by withdrawal from the contract on the part of Accommodator pursuant to paragraph 3 herein,
 - d) by written termination submitted by Accommodated in accordance with paragraphs 5 and 6 of Article 5 herein,
 - e) by failure to check in on the date agreed in the contract as the date of the beginning of accommodation, without termination of the contract, unless the Accommodated communicates the reason for failure to check in by the following day.
2. The Contracting Parties have expressly agreed upon a severance condition that the obligation established by this Contract ceases:

- a) as of the day on which the Accommodated declines substitute accommodation according to Article 3, paragraph 4 of the Contract,
 - b) as of the day of the decision by a public administration bureau regarding serious disrepair of the dormitory building or an analogously serious decision comes into effect.
3. According to paragraph 2001 of the Civil Code, the Contracting Parties explicitly agreed that the Accommodator is entitled to withdraw from the Contract if the Accommodated:
- a) is in breach of any of the obligations stated herein or in the UP Dormitory House Rules,
 - b) is currently in arrears in payments whereof the owed amount is in excess of thirty times the per day accommodation fee,
 - c) grossly violates good morals or otherwise grossly violates obligations arising from this Contract or related UP standards, including fire, safety and hygiene regulations; in particular, by staying in the dormitories under the influence of alcohol, narcotic or psychotropic substances, restricting more than a measure commensurate with the rights of other accommodated persons, commits vandalism, physical violence or gross indecency in the dormitories or in other properties of the Accommodator,
 - d) finished their study at UP.
4. Termination of Contract must be notified in writing and demonstrably delivered to the Accommodated. Termination of Contract notice must clearly state the reason(s) including reference to the appropriate clause(s) of the Contract in the event of breach of obligations. The obligation established by this Contract expires in the event of withdrawal 10 days after delivery of the notice of withdrawal to the Accommodated.
5. The Accommodated is entitled to terminate the Contract without stating a reason but in written form only. The notice period is one month, starting on the first calendar day of the month following the delivery of the notice to the Accommodator. The notice period shall be applicable in all cases except as provided for in paragraph 6 herein.
6. If Accommodated terminates the contract between 01 August and 15 September, the Contract is then terminated on the day of delivery of the notice without notice period and the security deposit is forfeited to the Accommodator in the amount of 50 % of the total. If Accommodated terminates the Contract between 16 September and 30 September, the Contract is then terminated on the date of delivery of the notice without notice period and the security deposit is forfeited to the Accommodator in the amount of 100 % of the total.
7. In the event of failure to check in according to paragraph 1, letter e), paragraph 6 of the article herein will apply accordingly.
8. For the days when Accommodated will use the room after the end of the obligation established by this Contract, he/she undertakes to pay an unjust enrichment equal to the price of accommodation in the dormitories according to the price list for short-term accommodation of students, similarly under the conditions set forth in this contract for the payment of dormitory fees.

Article 6 Sanctions

1. The Accommodator is entitled to demand from Accommodated to pay the fines specified in the Additional Services Price List. In the event of breach of the contractual obligations, the latter undertakes to pay these fines to the former.
2. The fines are payable no later than seven days from the date of creation of the claim in the system.
3. The provisions of Section 2050 of the Civil Code do not apply and the Accommodator is entitled to claim compensation for damages in excess of the fines.

Article 7 Processing of personal data

1. By signing this Contract, the Accommodated duly acknowledges that his/her personal data is processed by the Accommodator for the purpose of the process leading to the conclusion of the accommodation contract, for purposes of keeping records of accommodated persons, keeping records of unaccommodated applicants for accommodation and for the purposes of keeping records of unpaid dormitory fees and other payments related to accommodation,
2. The Accommodated is aware of the fact that additional information on topics of personal data processing is available at websites of the Accommodator (<https://skm.upol.cz/en/dokumenty/> and <https://www.upol.cz/en/university/data-protection/>),
3. Personal data will be processed by the Accommodator for no longer than 10 years from the effective date of this Contract.

Article 8 Final provisions

1. In case of affixing electronic signature(s) to the Contract through the system, the Contract is available in the system for download and printing.
2. In case of signing a hardcopy of the Contract, the Contract shall be drawn up in duplicate, one for each party. Other documents shall be delivered to the addresses of the Contracting Parties listed in the header of this Contract. The Accommodated also receives these at the address currently listed in the system, in STAG or at the address specified in Article 1, paragraph 1 of this Contract. Important documents, especially legal acts, are delivered by hand.
3. Rights and obligations arising out of this Contract not explicitly regulated shall be subject to the Czech law, mainly the Civil Code.
4. All changes or amendments shall only be made in writing; dated, and numbered amendments duly signed by both Contracting Parties on one list.
5. This Contract becomes effective as of the day of its signing by both Contracting Parties.
6. The Parties declare that they have read the contract thoroughly, that they are fully familiar with its contents and they give their due consent by affixing their respective signatures below.
7. All related norms of UP are continuously available at the web address <https://skm.upol.cz/dokumenty/> and bind the Accommodated as if they were an appendix to this Contract, in particular the Accommodation Price List, Additional Services Price List and UP Dormitory House Rules. The Accommodated declares of having been duly informed of this in advance and that he/she has familiarized himself/herself with the related UP standards and is aware of the possible consequences that result from their violation.
8. The Accommodated further declares that he/she has been familiarized with the internal regulations and UP standards regarding fire safety, including Act No. 133/1985 Coll. on fire protection, as amended.
9. The Contracting Parties have expressly agreed that their rights and obligations ensuing from this Contract in matters not expressly regulated by this Contract shall be in accordance with:
 - *for EU students only: section 3 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and with section 87 subsection 1 of Act No. 91/2012 Coll. on the Private International Law, as amended, shall be governed by the laws of Czech republic - especially by Czech Civil Code.
 - *for non-EU students: section 87 subsection 1 of Act No. 91/2012 Coll. on the Private International Law, as amended, shall be governed by the laws of Czech republic - especially by the Czech Civil Code.
10. As for potential litigations arising out of this Contract, the Contracting Parties agreed as follows:

*for EU students only: section 23 of Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters and with section 85 of Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the section 89a of Act No. 99/1963 Coll., Civil Procedure Act, as amended, that any disputes that arise between the Parties in connection with this Contract shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.

*for non-EU students: section 85 of Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the section 89a of Act No. 99/1963 Coll., Civil Procedure Act, as amended, that any disputes that arise between the Parties in connection with this Contract shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.

In Olomouc, on:

In Olomouc, on:

On behalf of the Accommodator

Accommodated