

ACCOMMODATION AGREEMENT

GENERAL TERMS AND CONDITIONS OF ACCOMMODATION IN THE DORMITORIES OF CHARLES UNIVERSITY IN PRAGUE (HEREINAFTER “TERMS AND CONDITIONS”)

I.

Price of accommodation and services related to accommodation

1. The price of accommodation is the payment of the standard price for the accommodation in the relevant dormitory, based on the valid price list of the provider, and prices for additional services. The price of services bundled with the accommodation is already included in the standard accommodation price, set by the valid price list of the provider.
2. The services bundled with the accommodation are specified as follows:
 - a) heating, supply of hot and cold water and electric power, and gas if available
 - b) change of bedclothes 2x per calendar month
 - c) cleaning of shared areas and disposal of house waste
 - d) reception services,while the downtime (i.e. temporary discontinuity of service) due to failure or force majeure doesn't entitle the client for a discount from the accommodation price.
3. Additional services include the use of the pre-installed internet terminal socket, use of the client's own appliances, etc.
4. The price list of the accommodation provider is published on the official board of the dormitory, and on the provider's website www.kam.cuni.cz.

II.

Rights and responsibilities of the client

1. The client has the right to use the areas allocated to him/her (hereinafter “the room”), as well as shared areas of the dormitory, and the services bundled with the accommodation.
2. The client has the following responsibilities:
 - a) To use the room and the shared areas in an appropriate way.
 - b) Read and understand this agreement, especially the Terms and Conditions part, the valid Rules of cleaning (hereinafter “Rules of cleaning”), Rules of accommodation and catering services provided by the university (hereinafter “Service rules”), Rules of accommodation in the university dormitories valid for the current academic year (hereinafter “Rules of accommodation”), Accommodation code of the university dormitory (hereinafter “Accommodation code”), and, if appropriate, the details related to the Accommodation code valid in the specific dormitory, as well as the Instructions for residents in the university dormitories related to the fire protection, and stick all these rules.
 - c) Pay for the accommodation as stated by Section VI.

- d) Inform the provider in advance, in the accommodation office, on the use of the client's own appliances, including necessary technical specifications, except products whose output doesn't exceed 10W or those used for personal hygiene. All appliances must conform to the valid technical and safety standards. The provider may, for technical or safety reasons, forbid the use of certain appliances.
 - e) Inform the provider, in the accommodation office, within 5 days since the event has occurred, on any change in personal data or other data stated in the agreement.
 - f) Inform the provider immediately on any necessary repairs in the booked areas.
 - g) Act to avoid the material damages affecting either the client or the provider (such as always lock the room upon leaving, and lock it from the inside at night).
 - h) Inform the provider immediately on any damage.
3. Without the consent of the provider, the client may not:
 - a) Carry out any major changes in the room.
 - b) Use his/her own appliances in the dormitory, except products whose output doesn't exceed 10W or those used for personal hygiene.
 - c) Offer or let the accommodation areas to another person.
 - d) Apply for permanent address or business address in the dormitory.
 4. Furthermore, the client may not do the following in the dormitory:
 - a) Keep or carry a gun and ammo, or store explosives, including fun pyrotechnics.
 - b) Keep, manufacture or store drugs or poisons, except medicines prescribed to the client by a physician.
 - c) Damage or misuse extinguishers, or by any means disable their use, or the use of other fire protection devices. Such a conduct is a violation of fire protection provisions, and can be fined by the relevant fire protection institution by up to 20,000 Czk.
 - d) Smoke outside the designated areas.
 5. The client must move out until the day the agreed accommodation period expires, or until the day the accommodation is terminated pursuant to Section VII of this agreement.
 6. The client must personally hand over the room to the provider, vacant and cleaned (in the extent of the monthly cleaning), in the same conditions as in the start of the accommodation, with respect to the normal wear and tear. The current condition will be recorded in the "Room reception record" upon the handover.
 7. The client must settle any financial claims resulting from the agreement until the day the room is handed to the provider, or until the day the room is vacated.
 8. The client must carry out normal cleaning in the allocated room, in accordance with the Rules of cleaning, based on the room type. The client must also regularly observe whether there are no extraordinary problems occurring in the room, such as leaking of water through building structures, breakdowns in power supply or overheating of power lines, occurrence of insect parasites, etc. All these events must be immediately reported at the reception, or to the dormitory manager. The client must enable the authorized staff of the provider to perform the inventory check of the university property in the room, under the conditions as defined by the accommodation code.

9. The client is aware that he/she has to buy the cleaning materials and detergents at his/her own cost, and will use the over-the-counter antibacterial products for disinfection purposes.
10. The provider provides cleaning tools, such as brooms, vanes, buckets, mops etc. The electric vacuum cleaner can be borrowed for a fee.

III.

Rights and responsibilities of the provider

1. The provider has to provide the room for the client in the conditions suitable for appropriate use, and ensure the possibility to exercise the client's rights related to the accommodation. Upon the handover of the room, an attachment to the accommodation agreement will be signed with the client, including the "Transfer Protocol", describing accurately the current conditions of the room.
2. The provider arranges for the removal of reported flaws without unnecessary delay.
3. The provider arranges for the removal of reported damages without unnecessary delay. The provider may, however, charge the client with the costs related thereto, in case the damage was caused without any doubt by the client.
4. The provider must adhere to the Rules of service and the Accommodation code.
5. The provider is responsible for the order and cleanness in the shared areas of the dormitory, and in other areas as required by the specific facility.
6. Upon request, the provider must enable the client to read and understand the provisions of Section II par. 2., letter b), before the accommodation agreement is signed.
7. The provider has the right to change the room booked by the client, and to allocate the client a different room, upon the following conditions:
 - a) upon the client's request;
 - b) in case of an operational need; this may also include the optimization of the use of the dormitory capacity, pursuant to Section IV.In such case, the parties will sign a new attachment to the accommodation agreement - Transfer Protocol, with the new number room.

IV.

Conditions for the optimization of the dormitory capacity

1. In case of an operational need due to the optimization of the dormitory capacity, the client will move from the current room within the same dormitory if required so by the provider. Based on the operational possibilities, the client will be offered adequate accommodation within the same dormitory.
2. If the client moves according to par. 1, he/she will be granted a one-off discount based on the valid pricelist of the provider. The further accommodation fee will be set as follows:

- a) in case the new bed is the same type or more expensive than the previous one, the standard price will remain the same;
 - b) in case the standard price of the new bed is lower, the client will be charged this lower price.
3. The client will get the request for moving by e-mail, and the same request will be published on the dormitory message board. If the client doesn't respond within 7 days since the request is published on the dormitory message board, he/she will get the second request in the same form (the request will be also delivered to the client's dormitory mailbox if possible under the local conditions). Unless the client moves within 7 days since the second request is published, he/she will be charged the current price plus a surcharge of 50 % of the standard price for the client's room, disregarding the coefficient set by the duration of the accommodation. The price of the room is calculated as the sum of standard prices, disregarding the coefficient set by the duration of the accommodation, valid for all beds in the room.
 4. The moving due to the optimization of the dormitory capacity can only be done once in an academic year. Another moving is only possible with the explicit consent of the client, upon a one-off discount provided according to the valid pricelist of the provider.
 5. In case of a crash or major reconstruction in the dormitory, the provider can move some or all of the clients to another dormitory. If this action is caused by planned reconstruction, it must be announced at least 1 month in advance on the dormitory message board, and the client will be granted an one-off discount according to the valid pricelist of the provider.

V.

Long-term deposit

1. The client declares that he/she has paid the long-term deposit until the required date, and in the way as required by the Rules of accommodation, or he/she has, until the required date and in the way as required by the Rules of accommodation, sent the booking confirmation together with a request for a delay in paying the deposit. In the latter case, the client must pay the deposit in the same amount together with the first payment for accommodation.
2. The deposit, as described in paragraph 1, can either be used to pay the accommodation for the last month as defined by the accommodation agreement, or to settle the provider's claims, according to Section II par. 7.
3. If the client doesn't start accommodation in the allocated dormitory until September 30 of the current year, provided he/she has received the accommodation agreement, has paid the long-term deposit and hasn't informed the accommodation office of the dormitory in writing on the delay of the accommodation, the booking of this client is canceled, and the long-term deposit will be returned minus the cancellation fee charged by the provider according to the valid pricelist.

VI.

Payment terms

1. In case of mid-term or long-term accommodation, or if the accommodation is limited by the duration of the studies, the client will pay the first installment by the bank transfer of Czk 3000, no later than 7 days before the start of the accommodation. Details on the payment are presented in paragraph 4. This payment will be cleared against the payments for the current and following calendar month, and it will be settled in the next calendar month. In case of debt for the current and following calendar month, caused by the claim of payment over Czk 3000, no penalty according to par. 8 will be charged. No later than a day before the arrival in the dormitory, the client is required to check his/her e-mail box or the website <http://reehos.cuni.cz>, to see that the provider has confirmed the receipt of the aforementioned amount of Czk 3000. If not, this amount must be paid cash in the accommodation office, on the day of arrival to the dormitory. When the wired amount of Czk 3000 arrives on the account, the money will be used to pay the subsequent months, unless the client personally requires the refund to the original account in the accommodation office.
2. The accommodation fee for the following month will be communicated to the client electronically, at least 5 days before the payment date set by the accommodation agreement.
3. The payment for the next period (including the second installment) will be collected automatically from the client's account, unless compliant with the terms of paragraphs 4 or 5. The client will confirm the automatic collection in the appropriate way no later than 10 calendar days before the date of the automatic collection. The confirmation can be withdrawn on the same day. The automatic collection will be done on the 20th day of the current month, in advance, for the following month. The payment terms can be set at <https://rehos.cuni.cz>.
4. The payment can also be done by bank transfer, or a postal money order (Czech Post order, type A). The client will enter the payment order to the provider's account in Komerční banka, a.s.
 - a) by bank transfer to the account No. 19-3321280297/0100 – solely for payments from a bank in the Czech Republic, or
 - b) by bank transfer from a foreign account, using the IBAN:
CZ2201000000193321280297 – all additional costs related to the bank transfer from a foreign bank will be charged by the provider to the client.For the identification of the payment, the client must always use the correct variable symbol – the personal number as stated on the student ID card issued by the university (students of a different college will state their birth number instead). As a specific symbol, the client will use the last four digits of his/her birth number (foreigners, except Slovak citizens, will use the last four digits of their passport number; if a student's passport is replaced during the accommodation period, he/she will still use the original specific symbol).
5. The cash payments are only accepted by the accommodation office of the dormitory in exceptional cases – in cases requiring special attention (such as for students with ZTP or ZTP-P certificates), for overdue payments, or upon termination of the accommodation. The cash is only accepted during the opening hours of the accommodation office.

6. The price for accommodation must be paid until the 20th day of the calendar month, in advance for the next month, in the form chosen by the client (automatic collection, bank transfer, postal order).
7. In case of automatic collection, the client must maintain the sufficient amount of money on his/her account to cover the collected amount (for the payment for the next month), so the collection can be made on the 20th day of each calendar month. If the client finds out that the automatic collection wasn't made on the 20th day of the calendar month, he/she must deposit a sufficient amount on his/her bank account until the collection is made, at least until the 27th day of the month.
This procedure is binding for the client in case he/she chose the automatic collection, and hasn't withdrawn his/her decision. As for bank transfer, the money must arrive on the provider's account no later than on the 20th day in the calendar month. As for the cash payment, the cash must be paid in the accommodation office of the dormitory no later than on the 20th day in the calendar month.
8. In case of an overdue payment for accommodation, the contract penalty is applicable, based on the valid pricelist of the provider, for each (even incomplete) calendar month of delay, and the client must pay this penalty to the provider. The payment of the penalty is done in the same form as the payment for the accommodation, as selected by the client.
9. If the client fails to pay the accommodation fee as required by paragraph 6, he/she must pay the overdue amount in cash, or by a bank transfer to the provider's account within 5 calendar days since he/she received an e-mail requiring the payment of the debt. Should the client fail to clear the debt even upon this request, he/she must pay the overdue amount, plus the contract penalty, together with the payment for the next period. If the client only pays the price for a single month, it is considered the payment of the oldest claim based on this accommodation agreement.
10. The current and up-to-date status of payments is available to the client on the web page <http://rehos.cuni.cz>.

VII.

Termination of the accommodation

1. The accommodation is terminated:
 - a) When the accommodation period, defined by the accommodation agreement, expires, and the parties don't agree on its extension.
 - b) Before the expiration of the accommodation period, by a written notice made by the client, even without a reason, with a 1-month notice period, starting on the first day of the month following the delivery of the written notice to the provider. This doesn't affect the client's responsibility for damages caused to the provider by the premature cancellation of the booked accommodation, pursuant to § 2330 par. 2 of the Civil Code.
The damage unavoidable by the provider is always calculated as the amount corresponding to the difference in price for the accommodation that should be paid according to the accommodation agreement, and the overall price of the realized accommodation period according to the valid pricelist (i.e. the difference made by the coefficients according to the accommodation period), including the payment

corresponding to the standard price for accommodation in the same capacity, with the time coefficient 1,0 for the following 25 days since the day the accommodation of the client was terminated.

If the client terminated the contract for certified health or social reasons that deserve special attention, or for the certified study abroad organized by the university, the damage occurred to the provider is not compensated for; the validity of the reasons is assessed by the provider.

If the client has signed the accommodation agreement for the course of his/her study and the reason for termination is that the client doesn't accept the change of the accommodation price, change of the Terms and Conditions, or change of the Accommodation code, the damage occurred to the provider is not compensated for.

- c) Before the expiration of the accommodation period, by a written notice made by the provider, if the client gravely violates his/her responsibilities defined by the accommodation agreement, or good manners, despite the warning from the provider. Grave violation of the client's responsibilities defined by the accommodation agreement, or good manners, includes unpaid accommodation price, destroying of the equipment in the room or shared areas, harassing of other clients by unacceptable behavior, etc.
 - d) Before the expiration of the accommodation period, by a written notice made by the provider, without notice period and without warning, if:
 - di) The client ceased to be a student of the university or other college, except successful completion of the study at the university or other college
 - dii) The client deliberately caused injury to another person in the dormitory, or damage to the university property or another client's property in the amount of at least Czk 10,000.
 - diii) The client willingly let the allocated accommodation areas to another person.
 - e) By a way set by the general provisions of the Civil Code on extinguishment, e.g. by the impossibility of fulfillment; for the purposes of the accommodation agreement, this involves e.g. the case when the provider cannot, due to inadequate conditions of the area based on the decision on the state or local authority, or for other unambiguous reasons (such as serious damage or destruction of the dormitory), arrange for the accommodation and bundled services.
2. The provider's notice is delivered to the client either directly in the dormitory, against the client's signature, or to the client's mailing address, as a registered mail with an acknowledgment of receipt. If the notice is delivered through a holder of the postal license, it's considered delivered on the 10th calendar day since the notice was stored with the postal license holder, regardless whether the client has learned about the notice or not.
 3. The warning, as the urgent call to remedy the conditions caused by the serious violation of good manners in the dormitory or other serious violation of the responsibilities resulting from this accommodation agreement, is delivered to the client either personally, directly in the dormitory, against the client's signature (the refusal to receive the letter, which must be recorded in writing, has the same effect as the delivery), or via a holder of the postal license as a registered mail with an acknowledgment of receipt. If the warning is delivered through a holder of the postal license, it's considered delivered on the 10th calendar day since the notice was stored with the postal license holder, regardless whether the client has learned about the warning or not. The information on the warning is also sent to the client by e-mail.

4. The warning as urgent call to pay the debt is delivered to the client's e-mail address stated by the client, and via the internet (hereinafter "e-mail"). The client gives his/her explicit consent that if his/her payments are overdue, the provider can publish this fact (including the name of the client and the overdue amount) on the dormitory message board.
5. The termination of the accommodation doesn't affect any claims resulting from the accommodation agreement.

VIII. Other provisions

1. The provider hereby declares that all personal information related to the client, provided in connection to this agreement, will be handled solely with respect to the Act No. 101/2000 Coll., on personal data protection, as amended. The client agrees that the provider collects, processes and stores this information for the purpose of records of clients, to check whether the accommodation is rightful in terms of the provisions stated by Section II par. 2, and/or other provisions, for the records of payments related to the accommodation and to check whether these payments have been made, for the period no longer than ten years since the accommodation is terminated. The collection and protection of personal data in this respect also includes the monitoring of the shared areas in the dormitory (entrance door, open corridors, staircases, emergency exits etc.), using a CCTV system, especially for safety and fire protection reasons. In the affected areas, there are clearly visible signs informing everybody that the area is monitored.
2. All other circumstances, not explicitly addressed by the accommodation agreement, are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, and other valid legislation.
3. On the first day of the accommodation in the dormitory, both parties agree to sign an attachment to the accommodation agreement, including:
 - a) the number of the room that was allocated to the client for accommodation
 - b) e-mail address stated by the client, to be used for e-mail communication between the client and the provider, and the accommodation system
 - c) transfer protocol for the room.
4. The accommodation agreement is effective on the day the advance payment is made, or on the day the confirmation of the request is delivered, pursuant to Section V par. 1.
5. The accommodation agreement is null and void if the declaration of the client, pursuant to Section V par. 1, is not true, on the day the provider declared the agreement null and void for the aforementioned reasons.
6. These Terms and Conditions are valid and effective starting from the academic year 2015/2016.