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Univerzita Palackého  
v Olomouci

**PALACKÝ UNIVERSITY OLOMOUC POLICY**

R-B-18/07
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# **University Dormitories Code of Palacký University Olomouc**

(English translation)

Contents: This policy defines the rules for the accommodation of students, the procedure for allocating accommodation in the university dormitories, the status and the activities of the Dormitory Board, and includes an accommodation agreement template.

Responsibility: Manager of the Accommodation and Dining Office

Date the policy comes into force:

Date the policy comes into effect:

## **University Dormitories Code of Palacký University Olomouc**

### **Article 1 Introductory Provisions**

1. University Palacký Accommodation and Dining Office (hereinafter the “Office”) is a constituent part of Palacký University Olomouc (hereinafter “UP”), whose organizational structure, purpose as well as other issues are defined in a university policy called *Constitution of the Palacký University Accommodation and Dining Office* (hereinafter the “Constitution of the Office”).
2. The purposes for which the Office has been established include providing accommodation for students and employees of UP as well as third parties.
3. The Office provides accommodation to students in buildings listed as dormitories in the *Organizational Manual of the Palacký University Accommodation and Dining Office*, which constitutes Annex No. 1 to the Constitution of the Office (the buildings are hereinafter referred to collectively as “dormitories”). The Office is responsible for securing appropriate conditions for the accommodation, study and recreation of the students staying at the dormitories.
4. The University Dormitories Code (hereinafter the “Code”) defines the procedure and rules for accommodation of students at dormitories, includes a template of the accommodation agreement entered into with the students (hereinafter the “Agreement”), constitution of the Dormitory Board of Palacký University, and governs other related issues and activities.
5. Unless the Code stipulates otherwise, students mean
  - a) students enrolled in study at any of the UP faculties, including students of the study programmes taught in a foreign language;
  - b) applicants for study at UP, who have received the admission decision, but have not been enrolled in study yet;
  - c) former students at UP whose studies have terminated, during a period not longer than until the end of June of the academic year when their studies terminated.
6. Unless this Code stipulates otherwise, the provisions of the Code applicable to students will apply by analogy to students of other universities doing a foreign exchange stay or Erasmus stay, etc. at UP (hereinafter the “exchange students”).
7. The Rector of UP may define special conditions for the accommodation of the exchange students in a separate policy.
8. The rules for the accommodation of employees of UP and third persons are defined in a university policy called the *Accommodation Policy*.
9. In connection with this Code, the Bursar of UP may define liquidated damages in cases of damage caused by students or other persons at the dormitories, and define other conditions for the accommodation at dormitories, by means of policies of the Office.
10. The Manager of the Office may define binding rules for the accommodation for students as well as rules for staying at the dormitories for other persons by means of a policy of the Office called *the Dormitory Rules*, and issue a pricelist of other services.
11. This Code together with all related policies and documents may be accessed by students and other persons at any time at the UP website.

## **Article 2**

### **Available Accommodation and the Rules for its Allocation**

1. The Office has a number of adapted and accessible rooms for people with disabilities that require such rooms. In such cases, students may be allocated other rooms only if they agree.
2. The Office shall allocate accommodation for exchange students and students of study programmes taught in a foreign language on the basis of requests received from UP faculties:
  - a) not later than by the end of April of the previous academic year for students of study programmes taught in a foreign language;
  - b) not later than by the end of November of the respective academic year for exchange students doing their stay in the summer semester and not later than by the end of April of the previous academic year for foreign students doing their stay in the winter semester.
3. Accommodation for other persons is available only if the total accommodation capacity has not been used by students.
4. Depending on the current availability, the Office shall make an effort to provide accommodation for married couples or partners in double rooms.
5. If the total accommodation capacity is about to be used up, the Office shall adopt such measures that make it possible to offer accommodation, under transparent rules, to students under Article 1(5)(b), students with social or health disadvantage and students with a remote place of residence or a place of residence which is more difficult to get to.
6. In the dormitories or parts thereof lacking en-suite facilities, the rooms of males and females are situated on different parts of the floor.
7. The rooms and dormitories may be changed subject to agreement of the Parties and payment of a fee, or in other situations defined by this Code or agreed in the Agreement.
8. In special cases (including, without limitation, the period from 20 June to 15 September), the Office may limit the accommodation services at some or all dormitories or parts thereof provided that the affected students receive a minimum of one-month notice posted on the notice board of the respective dormitories and sent by e-mail provided in the accommodation electronic system (hereinafter the “System”). The affected students will be offered accommodation at other dormitories; this is not applicable to unforeseen situations of extraordinary nature.

## **Article 3**

### **Basic Rules for Accommodation at Dormitories**

1. As from the beginning of April, students may apply for entering into the Agreement through the System.
2. The Office shall make an effort to provide students staying at dormitories with the same room that they had in the previous year. The Agreement with the student will only be entered into if there is no accommodation fee in arrears as of the effective date of the Agreement and if the security deposit has been paid to the Office in full.
3. Applications for accommodation filed during the academic year will be granted depending on the accommodation currently available at dormitories.
4. The Agreement defines the rules for visitors of students who wish to stay at the dormitories overnight.

#### **Article 4**

#### **Accommodation Procedure**

1. For a student to be provided with accommodation at dormitories, the Agreement which constitutes Annex No. 1 hereto must be entered into.
2. Students use a unique login and password to access the System.
3. After logging into the System, students may edit their contact details and personal data, and shall keep such data up-to-date. Students shall also monitor in the System the instructions for making payments as well as the existing state of their accounts (balance of amounts overdue, due and paid).
4. The following procedure applies to first-year students and exchange students: The respective UP faculty or UP International Relations Office shall file a request with the Office. The Office will take other steps to proceed with the booking. Students shall pay the security deposit and execute the Agreement on the date of their arrival at the respective dormitory (see Paragraph 10 for further steps). The procedure under Paragraphs 5-9 of Article 4 applies to exchange students other than the first-year ones.
5. Students apply for accommodation, i.e. for booking of accommodation and entering into the Agreement, in the System. After logging in, students are first invited to grant consent to personal data processing (similar wording as in the respective Article of the Agreement in Annex No. 1). The System makes it possible for the students to mark that they are disabled. If all data have been filled in by the student, the System will make it possible to select the commencement date of accommodation, a dormitory and a specific room depending on the available accommodation, and will book the room.
6. Next students will be asked to pay the deposit and will receive the payment terms. The amount of the security deposit for each student is determined as a thirtyfold the daily accommodation fee and the System notifies the student of the receipt of the payment. Without prejudice to Paragraph 8, the security deposit will be refunded after the amounts due, if any, have been deducted (accommodation fees, charges and other fees, damages or penalties under the Agreement).
7. The payment of the security deposit is a prerequisite for firm booking of accommodation until the commencement date; by paying the security deposit, the students enters into a booking agreement, and if the Agreement is not entered into on or before the commencement date, the student shall pay a penalty of CZK 1000 within 7 days of the commencement date. This information will be available to the student in the System.
8. If the student has already stayed at the dormitories before, the consent to carry forward the deposit from the previous term will be presumed to constitute the payment of the security deposit provided that the security deposit is paid in full as of the effective day of the new Agreement.
9. If the security deposit has not been paid within 14 days of the date of the firm booking, the booking is cancelled. Students whose accommodation has been booked are notified of the cancellation in the System.
10. The payment of the deposit is a prerequisite for entering into the Agreement, which must be signed by the student at the dormitories in two copies.
11. Students may not stay at the dormitories before the effective date of the Agreement.

## **Article 5**

### **Accommodation Agreement**

1. The Manager of the Office or an employee authorized by him or her is competent to sign the Agreement on behalf of UP. They may also amend or terminate the Agreement or make other related legal acts on behalf of UP.
2. The accommodation fee is set in the Agreement and is based on the Accommodation Fee Pricelist for Students (hereinafter the "Pricelist") issued by the Rector for the respective period.
3. If the security deposit has been used in part or in full by the Office to settle student's debt owed to the Office in accordance with the Agreement, the student shall top up the deposit within seven days after being informed of the use of the security deposit.
4. There is no statutory entitlement to accommodation at dormitories and UP reserves the right not to enter into the Agreement even with a student meeting all requirements hereunder if required by reasons of extraordinary nature.
5. The standard term of the Agreement runs from 1 September to 30 June of the following year. The maximum term equals 1 year (from 1 September to 31 August) and the Office may designate only some of the dormitories or their parts for year-round accommodation.
6. The term of accommodation terminates upon its expiry, by operation of law or otherwise as agreed in the Agreement.

## **Article 6**

### **Accommodation Fees and Payment Terms**

1. The accommodation fee is defined the Accommodation Fees Pricelist issued by the Rector for the respective year taking into consideration the accommodation standard. The accommodation fees may be modified in justified cases by issuing a new Pricelist not later than by 31 March; the new price list must be effective for a minimum of the following academic year.
2. The reasons for issuing a new Pricelist include inflation or other reasons deemed important by UP.
3. Accommodation fees are proposed by the Manager of the Office. The proposed accommodation fees are considered by the Dormitory Board of UP, which issues an opinion in accordance with Article 3(3) et seq. of the Constitution of the Dormitory Board, which constitutes Annex No. 2 hereto.
4. Before the Rector publishes the Pricelist, it must be approved by the Academic Senate of UP, which may provide the Rector with its comments.
5. If the proposed Pricelist fails to be approved, the Manager of the Office must draw up a new draft taking into consideration the comments by the Academic Senate of UP and the Dormitory Board of UP.
6. New accommodation fees taking effect in the course of the academic year may only be issued if the VAT rate changes. In such a case, the Rector may amend the Pricelist in the extent of the VAT rate change through its own decision without the approval of the Academic Senate of UP and consideration by the Dormitory Board.
7. In addition to the accommodation fees, other charges and fees may be required in accordance with the Agreement and UP policies.
8. Under the terms of the Agreement, the accommodation fees as well as other fees and charges may be paid by wire transfer or in cash.

**Article 7**  
**Dormitory Board of UP**

1. The Dormitory Board of UP is established as a student's dormitory self-governing body and Rector's advisory body.
2. Further details regarding the powers of the Dormitory Board, election of its members, its rules of procedure and other related matters are defined by the Constitution of the Dormitory Board, which constitutes Annex No. 2 hereto.

**Article 8**  
**Temporary Provisions**

1. Accommodation agreements for the remainder of the 2017/2018 academic year will be entered into in accordance with UP Policy No. B1-11/1-HN, University Dormitories Code of Palacký University Olomouc of 10 May 2011 as amended by Amendment No. 1 and 2 (hereinafter the "2011 Code").
2. This Code will apply to accommodation agreements for the 2018/2019 academic year and to the related accommodation procedures.
3. Documents referred to the Dormitory Board for consideration before the date this Code comes into effect will be considered by the Dormitory Board in accordance with the 2011 Code.

**Article 9**  
**Final and Repealing Provision**

1. The annexes hereto include Annex No. 1, Accommodation Agreement Template, and Annex No. 2, Constitution of the Dormitory Board of UP.
2. This Code was approved by the Academic Senate of UP on 7 February 2018 in accordance with Article 57(2) of the Constitution of UP.
3. This Code comes into force on the date it is published.
4. This Code comes into effect on the seventh day following the date it comes into force.
5. University Policy No. B1-11/1-HN, *University Dormitories Code of Palacký University Olomouc* of 10 May 2011 as amended by Amendments No. 1 and 2, is hereby repealed.

In Olomouc on

Prof. Mgr. Jaroslav Miller, M.A., Ph.D.  
Rector of UP

doc. Mgr. Jiří Langer, Ph.D.  
Chairperson of the Academic Senate of UP