

ACCOMMODATION CONTRACT

(title, first name, surname):	passport number:
date of birth:	sex:
faculty:	citizenship:
year:	
domicile:	
e-mail address:	telephone number:
(hereinafter referred to as "the guest")	

Article 1 Introductory provisions

- ## Article 2 Rights and obligations of the contracting parties

1. The accommodation provider is obliged to hand the premises over to the guest in a state suitable for proper usage.
2. The guest has the right to use the equipment of the premises which is stated in inventory list which is placed in the premises.
3. The guest is, without undue delay, obliged to make a written reservation at the reception or in the system in case of incompleteness or damaged equipment or any damage to the premises after taking the room. The accommodation provider will, without undue delay, inspect the extent of defects and, if the reservation is justified, rectifies the defects immediately. If the guest fails to make such notification within the specified period, later detected defects will be rectified by the accommodation provider at the expense of the persons sharing the premises. The expenses for the rectification will be distributed equally among the persons accommodated by the accommodation provider whereby it is understood that all the above-mentioned are jointly and severally liable for the damages unless there is a written contract about a different form of settlement. By signing this contract the guest confirms, that they agree that the damage will be accounted for in accordance with the Internal Standard of UP (hereinafter "SKM UP") Setting a flat compensation for the Damages Caused to a Property of Palacký University Olomouc.
4. The accommodation provider is obliged:
 - a) to fix damages of room's equipment which are discovered either by the accommodation provider or by the guest,
 - b) to maintain the premises which are designated for the common usage within the dormitory in a clean and serviceable state continuously according to operational possibilities,
 - c) to maintain the premises which are designated for the common usage within the suite in co-operation with the guests who are using the affected premises in a clean and serviceable state continuously according to operational possibilities.
5. The guest is obliged:
 - a) to follow the UP Dormitory House Rules, Student Accommodation Rules, Computer Network User Rules and usage of application equipment of Palacký University Olomouc (hereinafter as "UP"), other internal standards of either UP or SKM UP (hereinafter as "related UP standards" only), and mainly the present contract,
 - b) not to let any other person neither use the premises nor to use them contrary to article 3, paragraph 2 of the present contract,
 - c) to use only the room stated in article 1, paragraph 1 of the present contract, premises which are designated for the common usage within the suite, and premises which are designated for the common usage within the dormitory,
 - d) to facilitate entry into the Premises in accordance with UP Dormitory House Rules to the persons which are stated in it in order to check cleanness, order, security and quiet hours; and in the time of regular UP property stock-taking, revisions and repairs, or in case of extraordinary incidents,
 - e) at the end of the accommodation period, to hand the over premises to the accommodation provider in the state in which the premises were taken over, without defects or damage, and in the initial dispositional layout,
 - f) in case of a property damage caused by the guest, to pay for the damage no later than 3 days after the calculation of amount of damage is received by the guest,
 - g) to pay the fines according to article 6, paragraph 6 in case the concerned situation sets in,
 - h) not to perform any significant building improvements, renovations or adjustments within the premises or at dormitories,
 - i) to interrupt the accommodation at the dormitory during their serious infectious disease while they would cover the accommodation fee during the accommodation interruption,

- j) to immediately report any changes in the headers of the contract.
- 6. The accommodation provider is authorised to enter the premises without the accommodated person's knowledge only in life-endangering cases or in a risk of significant damage to the property of the accommodation provider and to check the cleanliness and order. An inventory check and review may be conducted after at least seven days notice is given by posting information on the bulletin board in the appropriate residence hall. This does not include the cleaning of the premises designed for the shared use attached to the room.

Article 3 Additional provisions

1. It's possible to begin the accommodation on the day specified in article 1, paragraph 2 of the present contract as the day of the beginning of the accommodation, at the earliest.
2. The guest is entitled to enable a stay to a person who is not accommodated based on the present contract (hereinafter as "visitor") between 12 AM and 7 AM only when all of the following conditions are met:
 - a) the visitor proves their identity to an authorized person of the accommodation provider by an ID card, a passport or a UP student's card,
 - b) the visitor in the presence of the guest is registered in advance at the reception desk of the given dormitory by an authorized person of the accommodation provider into the electronic accommodation system ISKAM (hereinafter "system"),
 - c) the visitor pays the accommodation fee according to article 4, paragraph 1 of the present contract at the registration,
 - d) in case that there are other persons accommodated in the room based on contracts with the accommodation provider, the guest backs up their prior consent to an authorized person of the accommodation provider, and,
 - e) the guest is obliged to familiarize the guest with all conditions that relate to the accommodation at dormitories while they are also responsible for the conditions' observation by the visitor while the guest is obliged to pay for the conditions' violation or damage caused by the visitor as if guest caused it themselves.
3. The guest is entitled to draw additional services of the accommodation provider beyond the present contract after they pay the current price which is stated in the Additional Services Price List.
4. The guest is obliged:
 - a) to interrupt the accommodation due to extraordinary circumstances for a maximum of 10 days, during which time the accommodation provider is not entitled to receive the accommodation fee,
 - b) to change the place of accommodation for a substitute room (dormitory) which is specified by the accommodation provider:
 - i. in case according to the letter a) while this alternative is offered by the accommodation provider (the guest does not pay an accommodation fee that is higher than the accommodation fee stated by the present contract),
 - ii. between June 20 and September 15 due to operational reasons of the accommodation provider in accordance to article 2, paragraph 8 of Student Accommodation Rules,
 - iii. between September and June from the serious operation reasons of the accommodation provider in accordance with article 2, paragraph 8 of Student Accommodation Rules,
 - iv. in case that the contractual obligations between the accommodation provider and persons which are accommodated together with the guest in a room (or a suite) ceased to exist, and, at the same time, the empty place is not accommodated without a delay by another person or an amendment of the present contract is made in order to raise the accommodation fee to correspond with the number of people who are accommodated in a room (in a suite).

Article 4 Accommodation fee, Terms of payment, Security

1. The accommodation fee stands CZK ... a day, including VAT, while, the amount of accommodation fee is based on the current Accommodation Price List. The guest takes into account the fact that the accommodation provider is entitled to change the accommodation fee during the efficiency of the present contract by the issue of a new Accommodation Price List only in case of rate change of VAT while the accommodation provider is obliged to inform the guest at once both via the e-mail address which is stated in the system and on notice boards at dormitories.
2. The guest undertakes to pay the accommodation fee for the whole time period stated in the present contract including the times when they is not present in the premises, excluding the case that the obligation from the present contract ceased to exist. This agreement is not applied on a case of accommodation interruption from the reasons at the accommodation provider side stated in article 3, paragraph 4, letter a) of the present contract.
3. The accommodation fee is due no later than the fifteenth day of the month for which the fee is paid. The moment of payment is understood the moment when it is credited to the account of SKM UP.
4. The guest may pay the accommodation fee and other fees (contractual fines, delay interests, fees, compensation of damages):
 - a) non-cash (usually in the form of collecting payment from the bank account); the variable symbol of the payment is compulsory datum while it serves to unambiguous identification of the guest (payer) and it is available in the system,
 - b) by means of a cash card at places where it is allowed by the technical equipment of the accommodation provider,
 - c) in cash at dormitory reception desk.
5. By the signing of the present contract, the accommodation provider confirms that the guest paid the amount of money corresponding to the security which is thirty times the accommodation fee for a day.
6. The accommodation provider returns the security to the guest until 14 days after the termination of the obligation based on the present contract (at the latest in the amount which corresponds to its current state after the take-up according to the following paragraph). The previous sentence is not valid in case when the guest agrees with the accommodation provider's keeping of the security in connection with making of the next accommodation contract.
7. The accommodation provider is entitled to take up the security in a form of a one-sided netting to pay for:
 - a) payable damages on the property of the accommodation provider which were caused by the guest,
 - b) payable fees, delay interests and contractual fines,
 - c) accommodation fee, on the day of the termination of the obligation according to the present contract at the earliest.
8. The guest is informed about the take-up of the security by the accommodation provider via the system (guest account).

9. In case that the security or its part has been withdrawn, the guest is obliged to provide the rest of the money to the full extent due to 7 days after the delivery of the notice about its withdrawal at the latest.
10. The guest agrees that the accommodation provider uses the payment done by the guest to pay for the fee which is due as the earliest.

Article 5 Duration of the obligation

1. The obligation based on the present contract is terminated:
 - a) upon expiration of the period mentioned in article 1, paragraph 2 of the present contract,
 - b) by a written agreement of both contractual parties,
 - c) by taking up of a resolutive clause according to paragraph 2 of the present article,
 - d) by a withdrawal of the contract from the side of the accommodation provider,
 - e) by a withdrawal of the contract from the side of the guest in accordance with a law,
 - f) by a cancellation from the side of the guest in accordance with the paragraph 6 of the present article.
2. The contractual parties explicitly agreed on a resolutive clause which states that the obligation based on the present contract is terminated:
 - a) by the day on which the guest refuses the substitute accommodation according to article 3, paragraph 4 of the present contract,
 - b) by the day that the decision by a public administration bureau regarding the serious disrepair of a dormitory building or analogously serious decision comes into effect.
3. According to paragraph 2001 of the Civil Code, the contractual parties explicitly agreed that the accommodation provider is entitled to withdraw from the present contract if the guest:
 - a) violates any of obligations stated in article 2, paragraph 5, letters b) to i) of the present contract,
 - b) is at the moment late in paying of the amount of money which is more than thirty times of the accommodation fee for a day,
 - c) flagrantly violates good manners or flagrantly violates obligations which emerging from the present contract or related UP standards, including fire, security and hygiene rules, especially if the guest is intoxicated by alcohol, drugs and/or psychotropic substances, reduces the rights of other accommodated persons beyond the rate of adequate conditions, commits vandalism, physical cruelty or gross indecency at dormitories or in other premises of the accommodation provider,
 - d) finished their study at UP.
4. The termination of the contract notice has to be done in written form and has to be demonstrably delivered to the guest. The termination of the contract notice has to contain a statement of the reasons including reference to the appropriate clause of the present contract which was violated by the guest.
5. The obligation based on this contract terminates in case that the contract is withdrawn due 10 days after the delivery of the notice of termination of the contract to the other contractual party.
6. The guest is entitled to cancel the present contract without justification only in written form. The notice period ends on the last day of a month following the month in which the notice was delivered to the accommodation provider.
7. The guest is obliged to pay for the days during which they will use a room after the termination of the obligation based on this contract. The unjust enrichment to be paid is the same as the price for the accommodation at dormitories for students' short-term accommodation price list, similarly to the conditions which are stated by the present contract for the accommodation fee payment.

Article 6 Sanctions and fines

1. The accommodation provider is entitled to demand the payment of the following contractual fines from the guest, while the guest is entitled to pay the following contractual fines in case of violation of their contractual obligations.
2. Contractual fines:
 - a) In case a due underpayment is registered at the guest's account on the sixteenth day of the calendar month which exceeds CZK 800 in total, the guest is obliged to pay a one-time contractual fine of CZK 300 to the accommodation provider. The accommodation provider is authorised to charge one fine for every case of that kind,
 - b) In case that the guest enables the stay between 12 AM and 7 AM without meeting the conditions stated in article 3, paragraph 2 of the present contract, the guest is obliged to pay a one-time contractual fine of CZK 500 to the accommodation provider,
 - c) In case that the guest violates the obligation to hand over a room in the state according to article 2, paragraph 5, letter e) of the present contract, the guest is obliged to pay a one-time contractual fine of CZK 500 to the accommodation provider,
 - d) In case that the guest brings an electric appliance to the dormitory in breach with Student Accommodation House Rules UP Dormitory House Rules, the guest is obliged to pay a one-time contractual fine of CZK 500 to the accommodation provider for every case of that kind,
 - e) In case of breaching of the smoking ban at dormitories (including electronic cigarettes), the guest is obliged to pay a one-time contractual fine of CZK 500 to the accommodation provider for every case of that kind.
3. In case of delay of the payment of the owed sum, the guest is obliged to pay the delay interest at the statutory rate to the accommodation provider.
4. Contractual fines and delay interests are due to 7 days after the day of the delivery of their calculation to the guest.
5. Article 2050 of Civil Code is not used and the accommodation provider is entitled to use the compensation of damage against the guest to the extent which exceeds contractual fines.
6. The guest undertakes to pay the following fees in cases stated below which are due to the last day of the month in which the relevant event occurred:
 - a) CZK 50 for every payment of the accommodation fee in cash, with the exception of the payment on the day of the real start of the accommodation,
 - b) CZK 60 for the first, CZK 200 for the second and 500 for the third and any other moving at the request of the guest,
 - c) and others in accordance with SKM UP Internal standard Pricelist of additional services and fees at the dormitories.

Article 7 Processing of personal data

1. By the undersigning of the present contract, the guest expresses their consent that their personal data can be processed by the accommodation provider in order to perform a process which leads to conclusion of the accommodation contract, to administer registers of accommodated persons, to administer registers of non-accommodated accommodation applicant, and to administer registers of unpaid accommodation fees and other payments which are related to the accommodation,
2. The guest is aware of the fact that additional information on the topics of personal data processing is available at websites of the accommodation provider (<https://skm.upol.cz/en/dokumenty/> and <https://www.upol.cz/en/university/data-protection/>),

3. The personal data will be processed by the accommodation provider for no longer than 10 years after the date on which this contract is effective.

Article 8 Final provisions

1. In the case of the electronic signature of the contract through the system, the contract is available in the system for download and printing.
2. In the case of signing a written contract, the contract shall be drawn up in two copies, one of which shall be given to each party. Any other documents are delivered to the addresses of the contractor parties listed in the header of this contract. The guest 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 delivery.
3. Rights and obligations that are based by the present contract which are not explicitly regulated by it follow Czech law, mainly Civil Code.
4. All changes or amendments shall be made only by written, dated, numbered amendments undersigned by both contractual parties on one list.
5. This contract becomes effective on the day of its undersigning by both contractual parties.
6. Contractual parties declare that they have read the contract thoroughly, that they understood its content and they prove it by signing the contract.
7. All related UP standards are available at the website <https://skm.upol.cz/en/dokumenty/> while they oblige the guest as they were amendments of the present contract. The guest declares that they familiarized with this beforehand while they is familiarized with related UP standards as well. The guest is aware of possible consequences which might result from their violation.
8. The guest also declares that they familiarized with internal regulations and UP standards regarding the fire safety including the Act No. 133/1985 Coll. on fire protection, as amended.
9. The contractual parties have expressly agreed that their rights and obligations ensuing from this contract in matters not expressly regulated by this contract 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 the 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 the 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.
10. As for potential litigations arising out of this contract, the contractual parties agreed in accordance with:
 - *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 the 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 the Act No. 99/1963 Coll., Civil Procedure Act, as amended, that any disputes that arise between 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 the 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 the Act No. 99/1963 Coll., Civil Procedure Act, as amended, that any disputes that arise between 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 accommodation provider

The guest