ACCOMMODATION CONTRACT

APPENDIX

ACCOMMODATION TERMS AND CONDITIONS (ATC)
of accommodation facilities provided by the Institute for Language and
Preparatory Studies of Charles University in Prague
(hereinafter referred to as “ATC”)

Article 1
Rights and Responsibilities of the Lodger

1. The Lodger has the right to:
   a) use the accommodation facility, provided to him/her for the purposes of lodging, and the facility’s
      common rooms,
   b) use services provided in connection with his/her accommodation,
   c) use maintenance and cleaning services if the Provider is allowed to enter the room by the Lodger and
      such services are not prevented by an extreme untidiness of the room,
   d) freely use his/her own electrical appliances designed for personal hygiene or charging laptops, mobile
      phones etc., as long as he/she guarantees their proper technical condition and safe use (each appliance
      must be adapted to the electric power standards of the Czech Republic),
   e) accept guests in compliance with Section 5 of this Article,
   f) refuse cleaning of his/her room; such refusal must be submitted in writing and include signatures of all
      tenants of the room concerned and the date of the signatures, and be submitted to the Provider.

2. The Lodger is obliged to:
   a) use the accommodation facility as well as the common rooms in a proper manner,
   b) act in such a way that would not put lives of others under a risk or cause tangible damage to the facility’s
      property, or impose any limitations on the rights and freedoms of other lodgers, or cause harm to the
      good name of Charles University in Prague,
   c) read carefully all the provisions of the Accommodation Contract (hereinafter referred to as the
      “Contract”), of the ATC and the Accommodation Rules, the Provider’s pricelist as well as any other
      announcements for lodgers on the facility’s noticeboard, and to abide by all the aforementioned
      provisions and instructions,
   d) learn about the precautionary instructions for fire protection in the facility and follow them duly,
   e) follow the instructions of the Provider and other authorized persons, especially when identity proof is
      requested,
   f) not cause disturbance during the night hours between 10 p.m. and 6 a.m.,
   g) pay accommodation fee in due course pursuant to Article 4,
   h) inform the Provider about any changes in personal details or any other details stated in this Contract, of
      which the ATC is an unseparable part, not later than 5 days after the day these changes came into force,
   i) immediately inform the Provider of necessary repair in the Loger’s room,
   j) act in such a way that would prevent tangible damage to both the Loger’s and the Provider’s property,
      which includes a proper locking of the room after leaving it unoccupied,
   k) immediately inform the Provider about any tangible damage caused or discovered by the Lodger,
   l) inform the Provider in advance that the Lodger shall use his/her own electrical appliances, and provide
      their identification and technical details, excluding portable computers (e.g. laptops, tablet computers
      etc.) and appliances used for personal hygiene (e.g. electrical shavers etc.) or personal communication
      (e.g. mobile phones etc.); all appliances used must fulfil the regional technical and safety norms\(^1\) and be
      used in accordance with these norms and other regulations in force; the Lodger shall compensate any
damages in connection with using his/her own electrical appliances; the Provider has the right to forbid
the Lodger from using his/her own appliances on technical and safety grounds and he may choose to
charge the Lodger for using them,
m) not waste electricity and heating, hot and cold water, switch off all the room lights and electrical
appliances, excluding the refrigerator, turn off the taps and close all the room windows, or leave them
in a ventilation position, before leaving the room unoccupied,

n) allow the Provider or an authorized person to enter the Lodger’s room on the grounds stated Article 2
(Section 9),
o) cover any costs that may arise of refurbishing the room and repairing the equipment by the Provider,
while taking into account the expected wearing of the equipment, if such damage was caused by the
Lodger.

3. Without a previous consent of the Provider, the Lodger must not:
a) make any radical changes to his/her room, which was provided to him/her under the Contract of
temporary accommodation,
b) move furniture and other equipment between rooms,
c) place personal items in the hallways and common rooms of the accommodation facility; the hallways are
used as emergency fire escape ways and must remain available for a walk-through at all times, therefore
any items placed in the hallway area shall be regarded as unattended and the Provider or an authorized
person shall remove them, and the Lodger shall not be entitled to a return of these items and agrees
thereto,
d) use his/her own appliances on the facility premises, excluding portable computers and appliances used
for personal hygiene or communication,
e) sublet his/her room to another person or accommodate a person who has not registered at the facility’s
reception,
f) use the facility’s address as his/her business address or an adress of a company, association, society etc.,
g) relocate to another room.

4. During his/her stay in the accommodation facility, the Lodger must not:
a) cause tangible damage to the Provider’s property, including the room’s furnishings and common rooms
(e.g. by attaching posters, inserting nails in the wall etc.),
b) cause damage to, remove or destroy written instructions, directives or charts informing about fire
protection, or documents providing information to lodgers etc.,
c) interfere in any kind of installations, e.g. electric network, the Internet network etc.,
d) hold or carry a firearm and ammunition2 as well as store or keep explosives and explosive objects3,
including pyrotechnics,
e) hold, produce or possess narcotics or psychotropic drugs or toxins4 unless they are medication
prescribed by the Lodger’s doctor or other types of freely accessible medication,
f) cause damage to, misuse or otherwise prevent fire extinguishers and other tangible fire-rescue tools and
fire-alarm systems from being used; such conduct is considered as violation of fire protection regulations
and may be fined up to 20,000 CZK5 by the authorized fire-rescue unit,
g) use open fire, flammable substances or other hazardous substances,
h) smoke outside the designated areas; if a facility has no designated smoking areas, it is considered as a
fully non-smoking facility,
i) keep animals; the Provider may grant an exemption if a written request is submitted by the Lodger,
which must include a consent of the other lodgers who share the room; the Provider has also the right
to request a veterinary confirmation of health condition and safety of the animal concerned.

5. Guests coming to the accommodation facility are subject to the following rules:
a) guests are allowed in the time from 8 a.m. until 10 p.m.,
b) any staff member has the right to check the identity of the guest and make a record of the guest’s
identity card for the purposes of record keeping,
c) guests must be accompanied by the Lodger at all times while being on the premises of the facility,
d) the Lodger is responsible for abiding by the relevant provisions of the ATC as well as Accommodation Rules by his/her guest; should the guest violate these provisions, the Provider or an authorized person have the right to order the guest out of the facility’s premises, and this event shall be recorded,
e) guests shall be not permitted to enter the Lodger’s room if any lodger sharing the room expresses his/her disagreement,
f) in the event that a guest is present in the Lodger’s room at a different time than stated in a), the Lodger must pay an accommodation fee that equals the price for one night charged for the Lodger’s room type,
g) if it is not possible to check the identity of the guest, the police shall be called in in order to prevent potential criminal activity,
h) intoxicated persons or persons under narcotics, including persons who were previously ordered out of the facility’s premises according to d), may not be allowed to enter the facility’s premises.

6. The Lodger must vacate his/her room on the last day of his/her accommodation term. If he/she fails to vacate the room, the Provider has the right to remove the Lodger’s personal belongings from the room at the Lodger’s expense and store them in the designated room. These belongings will be stored in the room for a maximum period of one month. If the Lodger fails to collect his/her belongings by the end of that period, they shall be disposed of, which the Lodger agrees to.

7. The Lodger is obliged to return the room to the Provider in the same state as he/she was given the room at the start of his/her accommodation term, while taking into account the expected wearing of the furnishings and equipment overtime. Upon receiving and returning the room, and alternatively, upon clearing the room by the Provider, the “Room Handover Record” shall be composed which shall include information about the state in which the room was given to the Lodger or returned to the Provider.

8. Any debt incurred pursuant to the Contract shall be compensated by the Lodger not later than on the day of returning the room to the Provider, or on the day of clearing the room by the Provider.

Article 2

Rights and Responsibilities of the Provider

1. The Provider is obliged to give the Lodger his/her room in a state that is fit to use and enable him/her to execute his/her rights to use the room without any limitations.
2. The Provider shall take care to repair any reported defects without any unnecessary delay.
3. The Provider shall take care to repair any reported tangible damage without any unnecessary delay. The Provider may impose on the Lodger the obligation to cover the repair costs incurred if the damage was caused by the Lodger.
4. The Provider is obliged to abide by the provisions of the Contract, the ATC and the Accommodation Rules.
5. The Provider shall keep the common rooms, including other parts of the facility, tidy and clean pursuant to the facility’s regulations. Once per week at a maximum, the Provider has the right to execute a regular check of all rooms where cleaning took place.
6. The Provider is obliged to provide cleaning of the Lodger’s room if the Provider is permitted to enter the room and provided that such service is not prevented by an extreme untidiness of the room.
7. The Provider is obliged to enable the Lodger to read the regulations stated in Article 1 (Section 1, Subsection c) of the ATC, per request.
8. The Provider has the right to change the Lodger’s room in the following cases:
   a) if the Lodger may request so
   b) due to operational reasons; operational reasons include emergency breakdown, extensive refurbishment or optimization of the facility’s room capacity.
9. The Provider or an authorized person have the right to enter the Lodger’s room also during his/her absence in the following cases:
   a) while an emergency breakdown which may have a direct impact on people’s health, property and possessions, or in order to prevent serious danger,
   b) for cleaning or maintenance purposes,
   c) for the purposes of repair or other damage caused and reported by the Lodger, or discovered otherwise,
d) for the purposes of inspecting the rooms for which no cleaning is provided, pursuant to Article 1 (Section 1, Subsection f) and Article 2 (Section 5),

e) for the purposes of assessment of the Lodger’s abiding by the provisions of the Contract, the ATC and the Accommodation Rules or other instructions and regulations, and especially for the purposes of maintenance check of electrical appliances,

f) for the purposes of documenting the Provider’s possessions.

**Article 3**

**Price of Accommodation and Services Included**

1. The price of accommodation is the grand total of the amount of the accommodation fee pursuant to the currently valid pricelist and the amount of the supplementary service fee. The price of the supplementary service is included in the price of the accommodation fee pursuant to the currently valid pricelist of the facility.

2. The service included in the accommodation fee is specified as follows:
   a) heating, hot/cold water and electricity supply
   b) change of bed sheets,
   c) bedroom and common room cleaning and waste collection,
   d) reception service, if applicable,
   e) connection to the Internet (line or wireless), if applicable,

   whereas the Lodger is not entitled to any discount on accommodation or service fees if any interruptions of the service (i.e. temporary interruption of the service due to technical failure or force majeure) occur.

3. The supplementary service also include making available for the Lodger to use his/her own electrical appliances, or other services not included in the standard accommodation fee.

4. The Provider’s pricelist can be found on the notice board of the given facility or the Provider’s website located at the central web portal http://www.ujop.cuni.cz.

**Article 4**

**Payment**

1. Depending on the Provider’s currently valid pricelist, the Lodger shall pay an advance deposit or reservation fee to the Provider. Neither the advance deposit, nor the reservation fee are refundable. The deposit shall be used to cover the costs for accommodation for the initial period of stay according to the valid pricelist. The deposit payment shall be used from the first day of using the room.

2. The deadline for the deposit payment is specified by the pricelist. Monthly accommodation payments must be realized in advance, but not later than the fifth day of the month in which the accommodation is provided.

3. The place and option of payments of the accommodation fee are stated in the Accommodation Rules of the given accommodation facility and shown on a notice board of the accommodation facility concerned.

4. If the payment is overdue, the Logder shall be fined 500 CZK for each newly started month in which the Lodger is late with the payment of the accommodation fee.

5. Upon the start of the accommodation, the Lodger shall pay the security deposit in the amount of 5,000 CZK. The security deposit shall be used if any tangible damage has been caused to the furnishings and equipment in the Lodger’s room or in the common rooms of the accommodation facility by the Lodger or his/her guests.

6. Upon the end of the accommodation term, the security deposit will be returned in full to the Lodger, provided that no damage to his/her room’s furnishings and equipment or any other tangible damage during the Loger’s stay in the accommodation facility have been discovered, otherwise the security deposit, or a part thereof, shall be used to cover necessary repairs and pay all other Lodger’s debts incurred. Any remaining amount of the security deposit shall be paid back to the Lodger, but not before the amount for the damage repair or other Lodger’s debts have been deducted.

7. The Lodger is not entitled to the return of the security deposit if he/she fails to inform the Provider of his/her terminating of lodging in advance and returning of his/her room.
Article 5
Termination of Accommodation

1. The accommodation is considered terminated:
   a) on the last day of the accommodation term specified by the Contract, unless the Contracting Parties agree otherwise,
   b) by mutual agreement of both Contracting Parties, whereas the Contracting party concerned must deliver a written notice to the other Contracting Party in not less than 3 days before the intended termination of the Contract,
   c) by giving notice in writing by the Lodger, including notice without giving reasons, with one-month’s notice starting on the first day of the subsequent month from the day of the delivery of the written notice to the Provider. By giving notice, the Lodger is not entitled to a refund of the already paid fee for accommodation, which includes the accommodation deposit and reservation fee pursuant to Article 4,
   d) before the end of the accommodation term specified by the Contract, when the Provider terminates the Contract in writing without notice in the event that, even against warning, the Lodger has been seriously violating the Contract’s terms and conditions or the accepted principles of morality; a serious violation of the Contract’s terms and conditions and the accepted principles of morality always include failing to pay the accommodation fee, causing tangible damage to or fouling the furnishings and equipment of the Lodger’s room and common rooms of the accommodation facility, harassing other lodgers by inappropriate conduct, and especially violating the provisions of Article 1 (Section 4, Subsection c to h) etc.,
   e) before the end of the accommodation term specified by this Contract, when the Provider terminates the Contract in writing without notice and without any previous written warning, if:
      ea) the Lodger deliberately has caused injury to another person or tangible damage to the property or possession of the Provider or another lodger and if the damage is at a minimum of 5,000 CZK,
      eb) the Lodger knowingly sublet his/her room to another person,
      ec) the Lodger no longer participates in lifelong learning provided by ÚJOP UK.

2. The Provider delivers the notice to the Lodger:
   a) in person upon signed acknowledgement; the refusal to accept the document is considered to have the same effect as delivery (this refusal must be recorded),
   b) via a postal service provider by a registered letter by hand in return for an acknowledgement of receipt to the Lodger’s postal address in the Czech Republic if this address is different from the address of the accommodation facility and if the Provider knows this address; the notice is considered delivered on the tenth day after the delivery of the letter at the postal-service provider’s office irrespective of whether the Lodger has been made aware of the delivery or not.

3. A warning, whose purpose is to call for redress of a situation that arose by a breach of principles of morality or other severe breach of terms and conditions of the Contract, shall be delivered to the Lodger’s address in a similar manner as the Provider’s notice (see provision 2 of this Article). The Lodger shall also be informed by an electronic mail via the Internet network about the fact that a warning letter has been sent to him/her, and this e-mail shall be sent to the address that the Lodger provided for communication with the Provider, if the Lodger did so.

4. A warning, whose purpose is to call for a debt payment, shall be delivered by an electronic mail via the Internet network to the Lodger’s address provided by him/her for communication with the Provider; if the Lodger has not provided any e-mail address, the warning shall appear on the accommodation facility’s board. The Lodger expressly agrees that if his/her accommodation fee payments are overdue, the Provider has the right to disclose a notification on that matter, which shall include the Lodger’s name and the amount of outstanding debt, on a notice board of the given accommodation facility.
5. If the Lodger is a foreign citizen, the Provider shall inform the designated department of the Police of the Czech Republic - the Alien Police Department and the Department for Asylum and Migration of the Ministry of the Interior of the Czech Republic - about the termination of the Lodger’s accommodation.

6. The termination of accommodation has no influence on debts incurred under the Contract.

**Article 6**

**Other Provisions**

1. The Provider declares that he shall use the Lodger’s personal data, stated in the Contract, according to Act No. 101/2000 Coll., on the Protection of Personal Data, as amended. The Lodger gives consent to the Provider to collect, process and save such data for the purposes of registering accommodated persons and payments of accommodation fees and transfer checking, for a maximum period of ten years from the day of the termination of the accommodation. Personal data processing and protection in the sense of this provision includes monitoring the common rooms of the accommodation facility (the main entrance, hallways, staircase, exit doors) via a security camera system, especially for safety and fire protection purposes; clearly visible notices about security-camera monitoring are placed in the areas concerned.

2. Other circumstances which are not included in the Contract and the ATC, relevant provisions of Act No. 89/2012 Coll., Civil Code, as well as other applicable law, apply.

3. The Lodger acknowledges that the accommodation facility cannot be used for bringing into and safekeeping larger amounts of cash as well as savings account bankbooks, hard currency and valuables, jewellery and specially valuable objects of personal use. The Parties undertake to sign the Appendix to the Contract on the first day of using the accommodation by the Lodger, which shall contain:
   a) the number of the room in which the Lodger was provided temporary accommodation,
   b) the electronic address that the Lodger has selected for communication with the Provider,
   c) Room Handover Record

4. The ATC are valid and come into force on 1 September, 2016.

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1. e.g. ČSN 33 1610
2. Act No. 119/2002 Coll., on firearms and ammunition, as amended
3. especially Decree No. 99/1995 Coll., on storage of explosives, as amended
5. Act No. 133/1985 Coll., on fire protection, as amended
6. Section 60 of Act No. 111/1998 Coll., on higher education institutions, as amended