

# ACCOMMODATION CONTRACT

## Part: ACCOMMODATION TERMS AND CONDITIONS

for accommodation facilities provided by the Institute for Language and Preparatory Studies of  
Charles University  
(hereinafter referred to as the "ATC")

### I. Rights and Responsibilities of the Lodger

1. The Lodger has the right to:
  - a) use the accommodation facility provided to him/her for the purpose of accommodation, 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 extreme untidiness of the room,
  - d) freely use his/her own electrical devices designed for personal hygiene or charging laptops, mobile phones etc., as long as he/she guarantees their proper technical condition and safe use (each device 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 the signatures of all those also accommodated in the room concerned and the date of the signatures, and be submitted to the Provider. If the Lodger refuses cleaning of his/her room, he/she shall be responsible for keeping it clean and tidy.
  
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 does not put the lives of others at risk or cause tangible damage to property, or impose any limitations on the rights and freedoms of other lodgers, or cause harm to the good name of Charles University,
  - c) carefully read all the provisions of the Accommodation Contract (hereinafter referred to as the "Contract"), of the ATC and the Accommodation Rules applicable to the particular accommodation facility, the Provider's pricelist as well as any other instructions for lodgers on the facility's noticeboard, and to abide by all the aforementioned provisions and instructions,
  - d) familiarise him/herself with the instructions for fire protection in the facility and comply with them,
  - e) comply with the instructions of the Provider and other persons designated by the Provider, especially when proof of identity is requested,
  - f) not cause any disturbance during the night hours between 10 p.m. and 6 a.m.,
  - g) pay the accommodation fee properly and in a timely manner pursuant to Article IV.,
  - h) inform the Provider about any changes in personal details or any other details stated in this Contract, of which the ATC is an inseparable part, not later than 5 days after the day these changes came into force,
  - i) immediately inform the Provider of any necessary repairs in the Lodger's room,
  - j) act in such a way that would prevent tangible damage to both the Lodger's and the Provider's property, which includes properly locking the room when 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 will use his/her own electrical devices, and provide their identification and technical details, excluding portable computers (e.g. laptops, tablet computers etc.) and devices used for personal hygiene (e.g. electric shavers etc.) or personal communication (e.g. mobile phones etc.); all devices used must comply with the regional technical and safety standards<sup>1</sup> and be used in accordance with these standards and other regulations in force; the Lodger shall compensate any damage connected with the use of his/her own electrical devices; the Provider has the right to forbid the Lodger from using his/her own devices on technical and safety grounds or may charge the Lodger for using them,
  - m) not waste electricity and heating, hot and cold water and, before leaving the room unoccupied, switch off all the room lights and electrical devices, excluding the refrigerator, turn off the taps and close all the windows, or leave them in a ventilation position,
  - n) allow the Provider or a person authorised by the Provider to enter the Lodger's room on the grounds stated Article II., Section 9,
  - o) pay any costs that may arise for refurbishing the room and repairing the equipment to the Provider, while taking into account the usual wear and tear on the equipment, if such damage was caused by the Lodger.
  
3. Without the prior consent of the Provider, the Lodger must not:
  - a) make any significant changes to his/her room provided to him/her under the Contract for 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 escape routes in the case of fire and must remain clear of obstruction at all times, therefore any items placed in the hallway will be regarded as abandoned and the Provider or a person authorised by the Provider shall remove them; the Lodger is not entitled to any compensation for such items and consents to this provision,

- d) use his/her own devices on the facility premises, excluding portable computers and devices used for personal hygiene or communication,
  - e) provide 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 the address 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 and common rooms' furnishings (e.g. by hanging posters, putting nails in the walls 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 installation, e.g. the electricity network, the Internet network etc.,
  - d) keep or carry a firearm and ammunition<sup>2</sup> or store or keep explosives and explosive objects<sup>3</sup>, including pyrotechnics,
  - e) keep, produce or possess narcotics or psychotropic drugs or toxins<sup>4</sup> unless they are medication prescribed by the Lodger's doctor or reasonable amounts of 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 a violation of the fire protection regulations and may be subject to a fine of up to CZK 20,000<sup>5</sup> by the authorized fire service unit,
  - g) use an open flame, flammable substances or other hazardous substances,
  - h) smoke outside the designated areas; if a facility has no designated smoking areas, it is considered 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 the consent of the other lodgers who share the room; the Provider has also the right to request a veterinary confirmation of the state of health and safety of the animal concerned.
5. Guests entering the accommodation facility are subject to the following rules:
- a) guests are allowed between 8 a.m. and 10 p.m.,
  - b) any accommodation facility staff member has the right to check the identity of the guest and record information from the guest's identity card for the purpose of record keeping,
  - c) guests must be accompanied by the Lodger at all times while on the premises of the facility,
  - d) the Lodger is responsible for ensuring his/her guest complies with the relevant provisions of the ATC as well as the Accommodation Rules; should the guest violate these provisions, the Provider or a person authorised by the Provider has the right to order the guest out of the facility's premises, and this event shall be recorded,
  - e) guests are 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 establish the identity of the guest, the Police of the Czech Republic will be called in order to prevent potential criminal activity,
  - h) intoxicated persons or persons who have taken narcotics, as well as persons who were previously ordered out of the facility's premises according to d), may be denied entry to 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 a designated space. These belongings will be stored in such space for a maximum period of one month. If the Lodger fails to collect his/her belongings by the end of that period, they will be disposed of, to which the Lodger consents.
7. The Lodger shall 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 usual wear and tear to the furnishings and equipment.
8. Any debt incurred pursuant to the Contract shall be settled by the Lodger not later than on the day he/she returns the room to the Provider, or on the day the room is cleared by the Provider.

## **II. Rights and Responsibilities of the Provider**

1. The Provider shall hand over to the Lodger his/her room in a state that is fit for use and enable him/her to exercise his/her rights connected with the accommodation without any limitations.
2. The Provider shall repair any reported defects without any unnecessary delay.
3. The Provider shall 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 shall comply with 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. The Provider has the right to execute a regular check of all rooms where cleaning does not take place once per week at maximum.
6. The Provider shall 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 extreme untidiness of the room.
7. The Provider shall enable the Lodger to read the regulations stated in Article I(2)(c) of the ATC upon request.
8. The Provider has the right to change the Lodger's room and provide him/her with a different one in the following cases:

- a) if the Lodger so requests
  - b) for operational reasons; operational reasons include emergency breakdowns, extensive refurbishment or optimization of the facility's accommodation capacity.
9. The Provider or a person authorised by the Provider also has the right to enter the Lodger's room during his/her absence in the following cases:
- a) during an emergency breakdown which may have a direct impact on people's health and property, or in order to prevent a different serious danger,
  - b) for cleaning or maintenance purposes,
  - c) for the performance of repairs or the elimination of damage reported by the Lodger, or discovered otherwise,
  - d) for the purpose of inspecting rooms for which no cleaning is provided, pursuant to Article I.(1)(f) and Article II.(5),
  - e) for the purpose of evaluating whether the Lodger is complying with the provisions of the Contract, the ATC and the Accommodation Rules or other instructions and regulations, and especially for checking electric devices,
  - f) for the purpose of carrying out an inventory of the Provider's possessions.

### **III. Price of Accommodation and Services Provided with the Accommodation**

1. The price of accommodation is the grand total of the amount of the accommodation fee at the accommodation facility in question pursuant to the currently valid pricelist and the amount of the supplementary service fee. The supplementary service fee is included in the accommodation fee pursuant to the currently valid pricelist of the Provider.
2. The services included in the accommodation fee are specified as follows:
  - a) heating, hot/cold water and electricity supply,
  - b) changing bedsheets,
  - c) room and common room cleaning and waste collection,
  - d) reception service, if applicable,
  - e) connection to the Internet (line or wireless), if available at the accommodation facility,
 whereas the Lodger is not entitled to any discount on the accommodation or service fees if any interruptions of service (i.e. temporary interruption of the service) due to technical failure or force majeure occur.
3. The supplementary services means the use by the Lodger of his/her own electrical devices, and other services not included in the standard accommodation fee.
4. The Provider's pricelist valid on the date of conclusion of the Contract can be found on the notice board of the given accommodation facility and on the Provider's website located at the central web portal <http://www.ujop.cuni.cz>.

### **IV. Payment**

1. If so determined by 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 advance deposit shall be used to cover the costs for accommodation for the initial period of stay according to the valid pricelist. The advance deposit shall be used from the first day of use of the room.
2. The period for which the payment is to be made is specified in the pricelist. Accommodation payments must be made in advance, no later than the fifth day of the month in which the accommodation is provided.
3. The place and method of payment of the accommodation fee are stated in the Accommodation Rules of the given accommodation facility and shown on the notice board of the accommodation facility concerned.
4. The contractual penalty for default with the payment for accommodation is CZK **500** for each commenced month in which the Lodger is late with the payment of the accommodation fee. This is without prejudice to the right to seek compensation for damage caused to the Provider, and Section 2050 of Act No 89/2012, the Civil Code, as amended, is hereby excluded.
5. Upon the start of the accommodation, the Lodger shall pay a security deposit of CZK 5,000. The security deposit shall be used to cover any tangible damage caused to the furnishings and equipment in the Lodger's room or the common rooms of the accommodation facility by the Lodger or his/her guests.
6. After the room has been returned to the Provider, 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 Lodger's stay in the accommodation facility have been discovered. Otherwise the security deposit, or part thereof, shall be used to cover necessary repairs and to settle all other debts incurred by the Lodger. Any remaining amount of the security deposit shall be paid back to the Lodger, but not before the amounts for 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 that he/she is terminating the accommodation and does not hand over the room.

### **V. Termination of Accommodation**

1. The accommodation terminates:
  - a) on the last day of the accommodation term specified by the Contract, unless the Contracting Parties agree in writing to an extension of the accommodation term,
  - b) by mutual agreement between both Contracting Parties, whereas the written notice shall be delivered to the other Contracting Party no less than 3 days before the intended termination of the Contract,
  - c) before the expiry of the accommodation term by notice in writing *from the Lodger*, including notice without giving a reason, *with a one-month notice period* starting on the first day of the month following the date of delivery of the written

- notice to the Provider. Giving notice does not entitle the Lodger to a refund of any already paid fee for accommodation, which includes the accommodation advance deposit and reservation fee pursuant to Article IV.,
- d) before the expiry of the accommodation term specified by the Contract, when *the Provider terminates the Contract in writing without notice* in the event that, even *after a warning*, the Lodger seriously violates 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 includes 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 through inappropriate conduct, and especially violating the provisions of Article I.(4)(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 has deliberately 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 least CZK 5,000,
    - eb) the Lodger knowingly provides his/her room to another person,
    - ec) the Lodger no longer participates in lifelong learning provided by ILPS CU<sup>6</sup>.
2. The Provider shall deliver notice to the Lodger:
- a) in person against his/her signature; 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 through a registered letter delivered to the Lodger's own hands against 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 with the expiration of the tenth day after the delivery of the letter to the postal service provider's office, irrespective of whether the Lodger knew of the delivery or not.
3. A warning, whose purpose is to call for redress of a situation that arose through a breach of principles of morality or other severe breach of terms and conditions of the Contract, shall be delivered to the Lodger in a similar manner as the Provider's notice (see paragraph 2 of this Article). The Lodger shall also be informed by electronic mail via the Internet 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 electronic mail via the Internet 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 notice board.
5. The termination of accommodation has no influence on debts incurred under the Contract.

## VI. Other Provisions

1. Other circumstances not regulated through the Contract and the ATC, shall be governed by the relevant provisions of Act No 89/2012., the Civil Code, as well as other applicable legislation.
2. The Lodger acknowledges that the accommodation facility cannot be used for bringing in and safekeeping large amounts of cash or savings account bankbooks, foreign currency and valuables, jewellery and especially valuable personal objects. The Provider shall bear no liability for any eventual damage or loss of cash and valuables within the meaning of this provision.
3. The Contracting Parties undertake to conclude a Schedule to the Contract on the first day of use of the accommodation by the Lodger, which shall contain:
  - a) the number of the room in which the Lodger has been provided temporary accommodation,
  - b) the e-mail address that the Lodger has bindingly selected for communication with the Provider.
4. The ATC are valid and come into force on **1 September 2018**.

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<sup>1</sup> E.g. ČSN 33 1610

<sup>2</sup> Act No 119/2002, on firearms and ammunition, as amended

<sup>3</sup> Especially Decree No 99/1995, on storage of explosives, as amended

<sup>4</sup> Act No 167/1998, on addictive substances, as amended

<sup>5</sup> Act No 133/1985, on fire protection, as amended

<sup>6</sup> Section 60 of Act No 111/1998, on higher education institutions, as amended