

GENERAL ACCOMMODATION TERMS AND CONDITIONS

For dormitories of the Prague University of Economics and Business

established on the basis of Article 2 and Article 3 of the Statute of the Administration of Special Purpose Facilities of the Prague University of Economics and Business dated 1 January 2018, in accordance with Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended,

with effect from 01.05.2024

(hereinafter the “**GATC**” or “**Accommodation Terms and Conditions**”)

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1. ACCOMMODATION TERMS AND CONDITIONS AND THEIR SCOPE

1.1 Scope of the GATC, Changes of the GATC

- 1.1.1 These Accommodation Terms and Conditions regulate the contractual relationship between the Accommodation Provider and the Resident (Accommodation Relationship), whereby the content of these Accommodation Terms and Conditions is the regulation of the mutual rights and obligations of the Accommodation Provider and the Resident arising prior to the conclusion of the Accommodation Agreement, as well as in connection with the conclusion or on the basis of an already concluded Accommodation Agreement.
- 1.1.2 These Accommodation Terms and Conditions are always an integral part of the Accommodation Application and Accommodation Agreement.
- 1.1.3 Deviating contractual arrangements agreed between the Accommodation Provider and the Resident under the Agreement shall prevail over the provisions of these GATC. Specific accommodation terms and conditions that are agreed by the Accommodation Provider shall extend the requirements of the Accommodation Terms and Conditions or modify the requirements set out in the Accommodation Terms and Conditions with regard to the specifics of the Accommodation Relationship.
- 1.1.4 In addition to these Accommodation Terms and Conditions, the Accommodation Relationship, as well as the obligation established in accordance with paragraph 3.1.4 of the GATC, is regulated by the following documents:
- a) [Dormitory rules](#);
 - b) fire regulations of the relevant Dormitory;
 - c) operating rules of the relevant Dormitory;
 - d) documentation of the ASPF (in particular [Time Schedule](#), [Price List of Accommodation](#), [Price List of services](#) and [Price List of fines and fees](#)), with which the Applicant and/or the Resident is obliged to become familiar with before submitting the Accommodation Application, but no later than before concluding the Agreement; this binding documentation is published here: <https://accommodation.vse.cz/informations/suz-vse/regulations-and-documents-of-daf/>
- 1.1.5 The Accommodation Provider is entitled to change these Accommodation Terms and Conditions or any document pursuant to paragraph 1.1.4 of the GATC or to add new provisions to them, in particular with regard to the scope, price of the services provided, rights and obligations of the Resident and the Accommodation Provider, or the quality of accommodation services. The Accommodation Provider is entitled to do so, in particular if there is a reasonable need for such an amendment or addition, for example, the need to change or expressly modify certain rights and obligations of the Accommodation Provider and the Resident following a change in the law, available technologies, market situation, safety of the accommodated persons or the Accommodation Provider's operational policy. The Accommodation Provider

shall notify the Resident of the amendments or the full text of the updated Accommodation Terms and Conditions or any document pursuant to paragraph 1.1.4 of the GATC no later than one month before the proposed effective date of such amendment by publishing information about such amendment in a manner allowing remote access. If the Resident does not agree with the proposed update of the Accommodation Terms and Conditions or any document under paragraph 1.1.4 of the GATC, they shall be entitled to terminate the Agreement for that reason (*paragraph 8.2.1 point b) of the GATC*). If the Resident does not so terminate the Agreement, the new version of the Accommodation Terms and Conditions or any document under paragraph 1.1.4 of the GATC shall become binding on the concluded Agreement as an amendment to the originally agreed Agreement, with effect from the date specified in the relevant update of the Accommodation Terms and Conditions or any document pursuant to paragraph 1.1.4 of the GACT as the effective date of the new version of the Accommodation Terms and Conditions or any document pursuant to paragraph 1.1.4 of the GATC. The above procedure shall also apply to completely new conditions and other documents to which the documents pursuant to paragraph 1.1.4 point d) of the GATC governing the Accommodation Relationship shall be extended throughout its duration.

1.2 Definitions

1.2.1 For the purposes of the Agreement and/or the obligation established pursuant to paragraph 3.1.4 of the GATC, capitalised terms used in the text of these Accommodation Terms and Conditions shall have the meaning defined in this paragraph of the GATC. Unless the context otherwise requires, the following definitions of terms shall apply:

- **“Price List of Dormitory Fees”**: the prices of the Dormitory Fees in the individual Dormitories are hereby set according to the type of room and the Applicant (student/graduate); the valid Price list of dormitory fees is available here: <https://accommodation.vse.cz/students-accommodation/documents/price-list-of-accommodation/>
- **“Price List of Fines and Fees”**: compensations, fees and penalties related to breach of contractual obligations under the Agreement, the GATC, the Dormitory Code and/or any other document pursuant to paragraph 1.1.4 of the GATC are hereby stipulated; the valid Price List of Fines and Fees is available here: <https://accommodation.vse.cz/students-accommodation/documents/price-list-of-fees/>
- **“Price List of Services”**: the prices and conditions of services provided by the Accommodation Provider to the residents beyond the scope of the Accommodation are hereby set out; Price Lists of Services of individual Dormitories are available here: <https://accommodation.vse.cz/students-accommodation/documents/price-list-services/>
- **“Arrival Date”**: the specific date agreed between the Resident and the Accommodation Provider in the Accommodation Agreement on which the time of handover of the Accommodation Place and commencement of the Accommodation has been agreed.
- **“Accommodation Period”**: the period for which the Accommodation Agreement is concluded and for which the Accommodation Relationship exists between the Accommodation Provider and the Resident; upon expiry of the Accommodation Period, the Accommodation Relationship shall terminate, unless otherwise agreed between the Accommodation Provider and the Resident.

- **“Time Schedule”**: The Time Schedule means the document entitled “Time Schedule of Accommodation and Accommodation Application for the Academic Year” or a document of a similar nature with a title appropriate to the relevant academic year, which contains detailed rules and instructions for the submission of the Accommodation Application and for the modification of the procedure prior to the conclusion of the Agreement. The document is available here: <https://accommodation.vse.cz/students-accommodation/applicants-for-accommodation/schedule/>
- **“Website”**: the presentation of the Accommodation Provider publicly available on the website: <https://accommodation.vse.cz/> unless the context of the provision in question implies otherwise, all references in these General Accommodation Terms and Conditions and/or the documents referred to in paragraph 1.1.4 of the GATC shall be deemed to be the Website.
- **“Inventory”**: a closed, comprehensive and complete set of movable property of the Accommodation Provider, which is provided to the Resident for use together with the Accommodation Place; unless otherwise agreed, the Inventory is considered to be the equipment of the assigned Room, which is published on the Website or available in the ISKAM User Account.
- **“ISKAM”**: the accommodation system of the Accommodation Provider, which is available on the website <https://iskam-web.vse.cz/>; ISKAM includes the ISKAM User Account. All ISKAM manuals are available here: <https://accommodation.vse.cz/students-accommodation/documents/iskam/>
- **“Book of Defects”**: an electronically maintained form in which the Resident enters information about damage and malfunction of the Accessories; the Book of Defects is accessible through the ISKAM User Account.
- **“Dormitories”**: University dormitories as accommodation facilities owned by the VŠE, which include Palach Dormitory, Jarov II Dormitory, Eisler Dormitory, Thaler Dormitory, Vltava Dormitory, Blanice Dormitory, Roosevelt Dormitory and the University Hotel; their mission is to provide suitable accommodation primarily for students of the VŠE and, in the case of free capacity, also for students of other universities according to the conditions of the Time Schedule.
- **“Dormitory Fee”**: the monetary consideration agreed in the Accommodation Agreement, which the Resident agrees to pay for the provision of Accommodation. Fees are always inclusive of VAT and in CZK, unless otherwise expressly agreed in the Accommodation Agreement.
- **“Dormitory Code”**: rules of use as an integral part of the Accommodation Agreement, which further specify and define the rules of conduct and actions of individuals who are provided with Accommodation in the relevant Dormitory on the basis of the Accommodation Agreement.
- **“Bed”**: the space located in the assigned Room, which is intended for the exclusive use of the Resident (especially for sleeping); the number of Beds is decisive for the determination of the capacity of the Room, whereby one Bed is always assigned to only one Accommodation Space, unless otherwise specified by the Accommodation Provider.
- **“Civil Code”**: Act No. 89/2012 Coll., the Civil Code, as amended.
- **“Room”**: The space reserved by the Accommodation Agreement in which the Resident is assigned an Accommodation Place. The Room includes the space reserved for the use of the Resident and its necessary Accessories. The Room is located in the relevant Dormitory and is identified by a number. Room does not include Shared Spaces.
- **“Operational Need”**: Operational need of the Accommodation Provider means the necessity to repair or reconstruct the Accommodation Place, the entire building (Dormitory) or its interiors, as well as to optimize the use of the bed capacity of the VŠE Dormitories and/or to resolve serious

disagreements between the Roommates, for which the Agreement may be amended or terminated in accordance with the procedure set out in the GATC.

- **“Accessories”**: Accessories means all movable equipment of the Room and Shared Spaces, which is intended for the purposeful use of the Resident within the Accommodation Relationship; the Accessories of the Room may include, in particular, the Inventory or the key to the Room (cell), the Accessories of the Shared Spaces may include, for example, a washbasin, a toilet bowl, a bathroom cabinet, shower equipment.
- **“Booking Deposit”**: a cash amount by which the Resident confirms their serious interest in entering into the Accommodation Agreement, upon entering into the obligation under paragraph 3.1.4 of the GATC. The Reservation Deposit is also a cash security to secure any obligations of the Resident arising prior to or in connection with entering into the Agreement; the Reservation Deposit becomes the Accommodation Security on the Arrival Date.
- **“Shared Spaces”**: these are sanitary facilities and areas used for the shared use of persons staying in the same Room and/or in an adjacent room which is directly connected to the Room through these facilities; this may include, in particular, a shared hallway, kitchen (kitchenette), bathroom (shower) and toilet.
- **“Accommodation Agreement”** or **“Agreement”**: an agreement for the temporary use of the assigned Accommodation Place with Accessories in the Dormitory and the provision of related services, whereby the scope and content of rights and obligations always depend on the scope of the Accommodation for which the Agreement was concluded between the Accommodation Provider and the Resident.
- **“Roommate”**: a person who shares a Room and/or Shared Spaces with the Resident on the basis of a separately concluded Accommodation Agreement with the Accommodation Provider.
- **“Shared Spaces of the Dormitory”**: spaces of the Dormitory that serve the needs of all residents, such as common washrooms, toilets, common rooms, kitchenettes, corridors, staircases, terraces, verandas, etc.
- **“Statute of the ASPF”**: Statute of the Administration of Special Purpose Facilities of the Prague University of Economics and Business, effective from 01.01.2018, which regulates the powers of the ASPF as a body of the VŠE.
- **“ASPF”**: Administration of Special Purpose Facilities of the Prague University of Economics and Business with its registered office at Praha 3, Jeseniova 2769/208, Postal Code 130 00, which is entrusted by the Accommodation Provider on the basis of the Statute of the ASPF to administer the Dormitories. The Director of the ASPF is responsible for the activities and operation of the Dormitories to the Rector of the VŠE within the scope of the Statute of the ASPF, while the ASPF acts as the Accommodation Provider within the framework of the Accommodation Relationship established by the Accommodation Agreement; the Central Accommodation Office is part of the ASPF.
- **“Accommodation Provider”** or **“VŠE”**: Prague University of Economics and Business, ID No.: 613 84 399, with its registered office at Praha 3, nám. Winstona Churchilla 1938/4, Žižkov, Postal Code 120 00, public university focused on teaching economic study programmes.
- **“Accommodation”**: service provided by the Accommodation Provider on the basis of the Accommodation Agreement, the essence of which is the temporary transfer of the assigned Accommodation Place with Accessories to the Resident for use.

- **“Accommodation Security”**: a cash security used to secure any obligations of the Resident arising under the Agreement or in connection with its performance; the Booking Deposit becomes the Accommodation Security on the Arrival Date.
- **“Accommodation Place”**: it is the subject of Accommodation, i.e., the accommodation facilities and premises located in the Dormitory, which are given to the Resident for use on the basis of the Accommodation Agreement; the Accommodation Place includes the allocated Room with Shared Spaces and Bed, the Accommodation Place is allocated by the decision of the ASPF. Each Accommodation Place is part of a specific cell, i.e., an organisational unit of accommodation facilities of the Dormitory.
- **“Accommodation Relationship”**: the legal relationship between the Accommodation Provider and the Resident, which arises from the conclusion of the Accommodation Agreement and from which the rights and obligations of the Accommodation Provider and the Resident are governed by these Accommodation Terms and Conditions, the Dormitory Code and other documents pursuant to 1.1.4 of the GATC; without the existence of the Accommodation Relationship, the Resident is not entitled to Accommodation.
- **“Resident”**: An Applicant with whom an Accommodation Agreement has been concluded. Only students of the VŠE, in case of free capacities also graduates of the VŠE, or students of other universities can be accommodated.
- **“ISKAM User Account”**: an account of the Resident held within the ISKAM accommodation system, through which an Application can be submitted and an Agreement concluded; if an Agreement is concluded with the Resident, this account is used to provide the Resident with information regarding the Accommodation and to carry out legal negotiations related to the Accommodation Relationship.
- **“Applicant”**: a natural person who has submitted an Accommodation Application pursuant to paragraph 3.1.2 point a) of the GATC.
- **“Accommodation Application”** or **“Application”**: The Applicants request for the provision of accommodation services, which has the character of a proposal for the conclusion of an obligation pursuant to paragraph 3.1.4 of the GATC.

1.2.2 A definition of a document or reference to a document or generally binding legislation includes any existing or future amendments and other changes to such document or legislation, or any superseding document or legislation.

1.2.3 Words in the singular include the plural and vice versa.

2. ISKAM USER ACCOUNT

2.1.1 An Applicant is entitled to have only one ISKAM User Account.

2.1.2 An Accommodation Application can only be made through the ISKAM User Account, to which the Applicant is required to register. When registering, the Applicant undertakes to provide truthful and complete information on the basis of which they can be uniquely identified at the time prior to the conclusion of the Agreement as well as during the term of the Agreement. The Accommodation Provider is entitled to request additional data and/or documents to prove the identity of the Applicant in order to comply with the obligations imposed on it by the relevant legislation.

- 2.1.3 The Applicant shall always log in to their ISKAM User Account by entering their username and password. The Applicant is not entitled to log in to any other ISKAM User Account than their own. By logging in to their ISKAM User Account, the Applicant declares that all the information provided by them is true and up-to-date. The Applicant undertakes to keep the login details of their ISKAM User Account confidential and not to disclose them to third parties. The Accommodation Provider shall not be liable for any loss or misuse of the Applicant's ISKAM User Account login details.
- 2.1.4 Within the framework of the ISKAM User Account, the Applicant is entitled to obtain information regarding the submitted Application, perform legal actions by means of remote communication (*e.g., to negotiate an obligation according to paragraph 3.1.4 of the GATC or to conclude an Agreement according to paragraph 3.2.2 of the GATC*), obtain information about the Accommodation Relationship, negotiate services related to accommodation, communicate with the Accommodation Provider, as well as to change the information about the Applicant recorded by the Accommodation Provider.
- 2.1.5 By registering a User Account, the Applicant agrees to the electronic delivery of documents relating to the Accommodation Relationship to the e-mail address provided in the ISKAM User Account. Any document shall be deemed to have been delivered upon the expiry of 10 calendar days from the date of its dispatch. With regard to this method of communication, the Applicant is obliged to regularly check the e-mail box whose e-mail address is indicated in the ISKAM User Account.
- 2.1.6 If the Agreement is concluded between the Accommodation Provider and the Applicant in accordance with paragraph 3.2.2 of the GATC, for the avoidance of any doubt, it is stated that this article of the GATC also governs the rights and obligations of the Resident with respect to the User Account registered to the Resident.

3. ESTABLISHMENT OF THE ACCOMMODATION RELATIONSHIP

3.1 Procedure prior to the conclusion of the Accommodation Agreement

- 3.1.1 Accommodation at the Dormitories is provided on the basis of an Accommodation Application submitted through the ISKAM accommodation system. Application deadlines are set out in the Time Schedule. After the processing and evaluation of individual Applications, the ASPF will decide (*according to the criteria set out in the Time Schedule*) on the allocation of Accommodation in specific Dormitories and Rooms; this decision is a prerequisite for the conclusion of the Accommodation Agreement.
- 3.1.2 The procedure prior to the conclusion of the Accommodation Agreement consists of successive phases, whereby the completion of the previous phase directly conditions the commencement of the following phase; if, for example, the condition under paragraph 3.1.2 point a) of the GATC is not fulfilled, the prerequisite for the fulfilment of the condition under paragraph 3.1.2 point b) VUP of the GATC is not fulfilled, etc. The procedure leading to the conclusion of the Agreement is as follows:
- a) the Applicant submits an Accommodation Application through the ISKAM accommodation system, within the deadline and according to the criteria specified in the Time Schedule;

- b) the Applicant shall pay the Booking Deposit in accordance with the terms and conditions set forth in these GATC;
 - c) the ASPF shall decide on the allocation of the Accommodation Place;
 - d) the Accommodation Provider shall enter into an Accommodation Agreement with the Resident in accordance with these GATC.
- 3.1.3 By submitting the Accommodation Application, the Applicant confirms that they have read these Accommodation Terms and Conditions and furthermore expresses that they agree to these Accommodation Terms and Conditions in full, as in force and effect at the time of sending the Application to the Accommodation Provider. An Applicant with whom the Accommodation Relationship has been terminated in accordance with paragraph 8.3.3 of the GATC is not entitled to submit an Accommodation Application for; such Applicant's Application will not be considered by the Accommodation Provider.
- 3.1.4 Upon confirmation of the receipt of the Accommodation Application by the Accommodation Provider, an obligation within the meaning of § 1785 et seq. of the Civil Code is established between the Accommodation Provider and the Applicant, which is governed by these GATC. The content of this obligation is
- a) the obligation of the Applicant to deposit the Booking Deposit, according to the terms and conditions set out in the Time Schedule;
 - b) the obligation to conclude the Agreement in accordance with paragraph 3.2.2 of the GATC, if the Applicant is invited to conclude the Agreement by the Accommodation Provider; and
 - c) the obligation to pay the contractual penalty according to paragraph 3.1.8 and/or paragraph 3.2.5 of the GATC.
- 3.1.5 If the Booking Deposit is not paid on time and in the manner specified in the Time Schedule, the obligation under paragraph 3.1.4 of the GATC shall terminate upon the commencement of the delay of the Applicant in fulfilling their obligation under paragraph 3.1.4 point a) of the GATC, unless otherwise agreed between the Accommodation Provider and the Applicant; the Accommodation Provider shall be entitled to disregard the Application submitted by the Applicant in such case.
- 3.1.6 After depositing the Booking Deposit, the ASPF shall decide on the allocation of the Accommodation Place, according to the terms and conditions set out in the Time Schedule; the Applicant shall be informed of the allocated Accommodation Place in the ISKAM User Account within the period specified in the Time Schedule.
- 3.1.7 Once the Applicant has been allocated an Accommodation Place by the ASPF, the Applicant is allowed to confirm the allocated Accommodation Place and the amount of the Dormitory Fee in the ISKAM User Account; only on the basis of this confirmation is the Applicant allowed to conclude the Accommodation Agreement in the ISKAM User Account.
- 3.1.8 The Applicant is entitled to cancel the submitted Application. Cancellation of the Application can be made in the ISKAM User Account. **Depending on the moment at which the request for**

cancellation of the Application is made, the Accommodation Provider shall be entitled to pay a contractual penalty for breach of the obligation to conclude the Agreement as of the moment of the delay of the Applicant in fulfilling their obligation; the Accommodation Provider shall be entitled to set off the contractual penalty against the Booking Deposit deposited by the Applicant as of the moment of the delay of the Applicant in fulfilling this obligation. The method of calculation of the contractual penalty is specified in the table below:

	Applicant for accommodation			
	is not interested in the accommodation anymore	has not refused the provided accommodation and moved in	has refused the accommodation	has not moved in without apologies within 5 days
to 10.7.2024	If refused, the whole reservation deposit shall be paid back by 10.10.2024 [*]	X	X	X
from 10.7.2024 to 31.07.2024	If refused, the reservation deposit reduced by 4000 CZK shall be paid back by 10.10.2024	X	If refused, the reservation deposit reduced by 4000 CZK shall be paid back by 10.10.2024	X
from 31.7.2024 to 09.09.2024	If refused, the reservation deposit shall not be paid back (This means that a contractual penalty in the amount of the reservation deposit is included.)	X	If refused, the reservation deposit shall not be paid back (This means that a contractual penalty in the amount of the reservation deposit is included.)	X
from 9.9.2024	If refused, the reservation deposit shall not be paid back (This means that a contractual penalty in the amount of the reservation deposit is included.)	The reservation deposit of 8000 CZK will be transferred to the accommodation deposit. The deposit, or its part, may be used to cover any damage, debt or possible sanctions. The deposit will be returned to the student's bank account when the student moves out, in cash or by card at the dormitory office, or within 30 days.	If refused, the reservation deposit shall not be paid back (This means that a contractual penalty in the amount of the reservation deposit is included.)	The reservation deposit shall not be paid back (This means that a contractual penalty in the amount of the reservation deposit is included.)

3.1.9 Unless otherwise agreed between the Accommodation Provider and the Applicant, the obligation under paragraph 3.1.4 of the GATC shall terminate at the time of claiming the contractual penalty under paragraph 3.1.8 of the GATC; the Accommodation Provider shall subsequently transfer the remaining part of the Booking Deposit, less the contractual penalty claimed, to the bank account of the Resident, if the ISKAM User Account contains an account number, or by transfer to the Resident's payment card, or in exceptional cases in cash in CZK currency at the office of the Head of the Dormitory.

3.2 Conclusion of the Accommodation Agreement

3.2.1 The Applicant does not have a legal claim to conclude the Accommodation Agreement.

3.2.2 The Accommodation Agreement is concluded by means of remote communication, after agreeing to the relevant terms and conditions of the GATC and the total amount of the Dormitory Fee by ticking the relevant boxes and then clicking on the "Sign the Agreement" button in the ISKAM User Account.

3.2.3 By the expression of will specified in paragraph 3.2.2 of the GATC and/or paragraph 3.1.3 of the GATC, the Applicant declares that prior to the conclusion of the Agreement, the relevant information referred to in Sections 1811(2) and 1820(1) of the Civil Code has been adequately communicated to them by the Accommodation Provider.

- 3.2.4 The Agreement must be entered into before the specified Arrival Date set out in the Time Schedule. The Accommodation Provider will invite the Applicant to conclude the Agreement by e-mail to the e-mail address last provided in the ISKAM User Account. The Applicant shall be allowed to conclude the Agreement pursuant to paragraph 3.2.2 of the GATC no earlier than 7 calendar days before the specified Arrival Date. Without a concluded Accommodation Agreement, no Accommodation Relationship is established, i.e., the Applicant has no right to stay at the allocated Accommodation Place and the Accommodation Provider has no obligation to allow the Applicant to use the Accommodation Place.
- 3.2.5 **If the Applicant fails to conclude the Accommodation Agreement even by the 5th day from the Arrival Date, the Accommodation Provider is entitled to pay a contractual penalty of CZK 8,000 for breach of the obligation to conclude the Agreement;** the Accommodation Provider is entitled to set off the contractual penalty against the Booking Deposit paid at the time of the Applicant's delay in fulfilling this obligation.
- 3.2.6 If the Agreement is not concluded for reasons on the side of the Accommodation Provider (e.g., due to Operational Need or lack of capacity of the allocated Accommodation Place), the Accommodation Provider shall return the Booking Deposit to the Applicant in the amount deposited without undue delay. Unless otherwise agreed between the Accommodation Provider and the Applicant, the obligation under paragraph 3.1.4 of the GATC in this case shall cease at the moment of sending the deposited Booking Deposit to the bank account of the Resident, if there is an account number in the ISKAM User Account, or transfer to the Resident's payment card, or in exceptional cases at the moment of cash payment in CZK currency at the office of the Head of the Dormitory.
- 3.2.7 the account from which the deposit was transferred, or at the time of payment of the Booking Deposit to the Applicant if it was paid in cash. The refund will be made by sending it to the Resident's account after providing the details necessary for the bank transfer in the ISKAM User Account, or by transferring it to the Resident's payment card, or in exceptional cases in cash in CZK currency at the office of the Head of the Dormitory.
- 3.2.8 By entering into the Accommodation Agreement, the Resident (again) confirms that they have read these Accommodation Terms and Conditions and further expresses that they agree to these Accommodation Terms and Conditions in full, as in force and effect at the time of entering into the Agreement.

4. BASIC ACCOMMODATION PROVISIONS

4.1 General provisions

- 4.1.1 The content of the Accommodation Relationship is the Accommodation Provider's obligation to provide Accommodation and related services to the Resident to the extent and under the terms and conditions set out in the Agreement, in addition to the Resident's obligation to pay the Accommodation Provider the Dormitory Fee in due and timely manner and to comply with the rules governing the Accommodation Relationship (*paragraph 1.1.4 of the GATC*).
- 4.1.2 The Accommodation Provider shall provide the Resident with accommodation in the Dormitory building for the agreed Accommodation Period. The specific Accommodation Place, the name of the Dormitory and the Room number, is assigned to the Applicant by the ASPF

according to the technical and operational capacities of the Dormitories, in accordance with the Time Schedule. The conclusion of the Agreement can only take place after the allocated Accommodation Place has been confirmed by the Applicant; the conclusion of the Agreement by the Resident shall be deemed to be confirmation of the Accommodation Place.

- 4.1.3 The person accommodated can only be a student of the VŠE, and in case of free capacities also a graduate of the VŠE. If the ASPF has free capacities available, a student of another university may also be a Resident; a student of another university is obliged to attach a confirmation of studies in electronic form to the Application in the ISKAM User Account and subsequently to submit the original of this confirmation of studies on the Arrival Date.
- 4.1.4 Persons of the opposite sex may be accommodated in the same Room only at their request and with the consent of all Roommates.
- 4.1.5 The conclusion of the Accommodation Agreement does not entitle the Resident to a specific Accommodation Place, or Room or Bed. The Resident acknowledges that the Accommodation Provider is entitled to change the Resident's Accommodation Place during the duration of the Accommodation Relationship, either at the Resident's request or due to Operational Need. In such cases, the ASPF will decide on the allocation of a new Accommodation Place, taking into account in particular the available accommodation capacity. If a new Accommodation Place is allocated to the Resident, the procedure shall be in accordance with paragraph 4.3.1 et seq. of the GATC.
- 4.1.6 The elements of the Accommodation Agreement are:
 - a) identification of the Accommodation Provider and the Resident, including the e-mail address that the Resident has obligatorily designated in the ISKAM User Account for communication with the Accommodation Provider;
 - b) subject matter of the Agreement;
 - c) the period of Accommodation, which is normally the relevant academic year;
 - d) the amount of the Dormitory Fee, which is determined by reference to the Price List of Dormitory Fees in force at the time of conclusion of the Agreement.

4.2 Subject and scope of the Accommodation, Handover of the Accommodation Place

- 4.2.1 The Resident has the right to use the Accommodation with Accessories, i.e., the space reserved for Accommodation, as well as the Common Spaces of the Dormitory; the Resident is provided with services related to Accommodation, which are further defined in paragraph 4.6 of the GATC.
- 4.2.2 The Accommodation Provider shall hand over the Accommodation Place with the Accessories to the Resident in a condition suitable for proper use. Upon taking possession of the Accommodation Place, the Resident is obliged to check its condition, namely the condition of the Room, the condition of the Shared Spaces and the condition of the Accessories. The Inventory can be checked by the Resident within the ISKAM User Account, specifically in the

overview of the current accommodation (the Inventory of individual Rooms is also available on the Website).

4.2.3 If the Resident discovers any defect (e.g., missing Inventory items) after taking possession of the Accommodation Place, they are obliged to report this fact within 24 hours via the Book of Defects in the ISKAM User Account. In the event that the Resident does not report any defect, the Resident shall be deemed to have taken possession of the Accommodation Place in a condition suitable for Accommodation; the Resident acknowledges that any subsequent objections shall be disregarded and the Resident shall be obliged to surrender the Accommodation Place with the Accessories in the condition as per paragraph 8.4.3 of the GATC on the date of termination of the Accommodation Relationship.

4.3 Operational Need of the Accommodation Provider, Relocation of the Resident

4.3.1 In the event of an Operational Need, the Accommodation Provider shall invite the Resident to relocate by sending an e-mail to the e-mail address last provided in the ISKAM User Account. In doing so, the Accommodation Provider undertakes to offer the Resident an adequate alternative Room that meets the Resident's needs and wishes to the greatest extent possible and is in accordance with the Accommodation Provider's current capacity.

4.3.2 If the Resident is relocated to a Room with a higher Dormitory Fee, the Resident will be charged the original price; if the Resident is moved to a Room with a lower Dormitory Fee than the original price, the Resident will be charged the lower price.

4.3.3 Relocation is preferably resolved by agreement between the Resident and the Accommodation Provider. If no agreement is reached, the Accommodation Provider shall then proceed in accordance with paragraph 4.3.1 of the GATC. The Resident shall be obliged to relocate within 7 calendar days of receiving the notice from the Accommodation Provider, or the Resident shall have the option to terminate the Agreement within this period within the ISKAM User Account (*paragraph 8.2.1 point c) of the GATC*). The Resident shall receive the notice to relocate to the e-mail address last entered in the ISKAM User Account.

4.3.4 In the event that the Resident does not relocate within the time limit set in the notice to relocate according to Article 4.3.3 of the GATC, which was given due to Operational Need related to the Accommodation Place, the Accommodation Provider may, as a last resort, proceed to evict the Resident at their expense. In this case, a list of evicted items signed by a three-member committee appointed by the Accommodation Provider will be drawn up. The Resident will be notified of the place of storage of their belongings.

4.4 Dormitory Fee and its payment, Financial terms and conditions

4.4.1 The Resident is obliged to pay the Dormitory Fee to the Accommodation Provider. The amount of the Dormitory Fee at the respective Dormitory shall be governed by the applicable Price List of Dormitory Fees. The Price List of Dormitory Fees is published on the Website.

4.4.2 The obligation to pay the Dormitory Fee shall arise from the Arrival Date agreed in the Agreement. Failure to accept the Accommodation Place on the Arrival Date does not relieve the Resident of the obligation to pay the Dormitory Fee. If the Resident does not take over the Accommodation Place even at a later date and does not pay the Dormitory Fee properly and

on time, the Accommodation Provider is entitled to proceed according to paragraph [Chyba! Nenalezen zdroj odkazů.](#) of the GATC.

4.4.3 The Dormitory Fee also includes the price for services related to the Accommodation (*paragraph 4.6 of the GATC*), which are provided within the Accommodation.

4.4.4 The Dormitory Fee consists of the following components:

- a) a fixed component comprising operating costs (e.g., staff wages, depreciation, etc.) and
- b) a variable component which is influenced in particular by the price of input energy costs.

4.4.5 The Resident undertakes to pay the Dormitory Fee monthly in advance, no later than on the 20th day of the calendar month immediately preceding the calendar month for which the Resident pays the Dormitory Fee. The due dates of the Dormitory Fee for the first and second month of accommodation are as follows:

- a) if the Accommodation commences before the 20th day of the calendar month, the Dormitory Fee for the first month of Accommodation is payable on the date of conclusion of the Agreement;
- b) if the Accommodation commences after the 20th day of the calendar month, the Dormitory Fee for the first and second month of Accommodation is payable on the date of conclusion of the Agreement;

Dormitory Fee for the following months is already payable in the standard way.

4.4.6 In the event that energy prices change in a significant way, the Resident acknowledges that the difference in the variable component of the Dormitory Fee referred to in [paragraph 4.4.4 point b\)](#) of the GATC may be adjusted (increased) accordingly by the Accommodation Provider. The Accommodation Provider undertakes to inform the Resident of any changes without undue delay after becoming aware of the change. If the Accommodation Provider informs the Resident after the Resident has already paid the Dormitory Fee for the relevant calendar month, the Resident is obliged to pay the increased amount of the Dormitory Fee only on the due date for the following calendar month.

4.4.7 Dormitory Fee can be paid in the following ways:

- a) by direct debit;
- b) by wire transfer;
- c) by payment card in the ISKAM User Account;
- d) exceptionally by payment card or in cash in the office of the Head of the Dormitory or at the Dormitory reception, always in CZK currency.

4.4.8 When choosing payment by direct debit, it is necessary to enter this option in the ISKAM User Account and also to enter the number of the bank account in CZK currency with a monetary institution based in the Czech Republic from which the direct debit will be deducted. The direct debit is then made on the basis of the Resident's consent to the debit from the above bank

account in favour of account no. 1793102/0800. The monthly limit for direct debit is at least CZK 12,000. The direct debit of the Dormitory Fee shall be carried out from the 1st to the 10th day of each previous calendar month and shall be carried out by the Accommodation Provider only once each month, which the Accommodation Provider shall inform about on the Website. In the event that it is not possible to collect the Dormitory Fee due to an obstacle on the part of the Resident or the Resident fails to enter the bank account number from which the Dormitory Fee is to be collected in due time, the Resident shall be obliged to make the payment of the Dormitory Fee in any other way in accordance with paragraph 4.4.7 of the GATC. Payments by wire transfer shall be made to account no. 1793102/0800, with the variable symbol (VS) being the number of the Accommodation Agreement. Each Resident who has set up the direct debit payment method is obliged to check after the direct debit that it has been properly debited and therefore the Dormitory Fee has been paid, especially in cases where the direct debit could not be carried out for technical or other reasons.

4.4.9 Payment of the Dormitory Fee for the relevant calendar month of the Accommodation Relationship shall mean payment of the full amount of the Dormitory Fee, payment of any interest on late payment, compensations, fees or contractual penalties at the time of crediting these amounts to the bank account of the Accommodation Provider. A summary of amounts due and payments required is available in the ISKAM User Account. The Resident acknowledges that in case of delay in payment of the Dormitory Fee, they are obliged to pay interest on late payment (*paragraph 7.1.9 of the GATC*).

4.4.10 If the Resident is in delay with the payment of the Dormitory Fee or other debt, the payment made by the Resident shall be applied to the payment of the oldest overdue debt for the Dormitory Fee and services related to the Accommodation, and only then to the accessories, contractual penalties and other obligations. If the Accommodation Provider has two or more debts with the same due date, payment will be made to the debt with the oldest system date of the taxable supply.

4.4.11 When a payment is received from a foreign account to the bank account of the Accommodation Provider, the Resident acknowledges that the amount corresponding to the bank charges related to this transfer will be deducted from the Resident's account. The return of funds to a foreign bank account is subject to a handling fee in accordance with the Price List of Compensations, Penalties and Fees.

4.4.12 In the event that the Accommodation Period is less than 30 nights, the Accommodation Provider will invoice the Resident for all Accommodation fees on the Arrival Date. Payment of all Accommodation fees shall be made no later than on handover of the Accommodation Place by payment card at the office of the Head of the Dormitory or by payment gateway in the ISKAM User Account.

4.5 Booking Deposit, Accommodation Security

4.5.1 The Applicant is obliged to pay the Booking Deposit in the amount of CZK 8,000 on the date and in the manner specified in the Time Schedule.

4.5.2 The entire Booking Deposit will be transferred to the Accommodation Security on the Arrival Date. If the Booking Deposit is not paid by the Applicant within the specified time, the

Accommodation Provider is entitled not to provide the Accommodation Place to the Applicant; paragraph 3.1.5 of the GATC is not affected by this.

- 4.5.3 The Head of the Dormitory may decide to increase the Accommodation Security. If it is increased in accordance with this paragraph, the Resident shall be obliged to increase the Accommodation Security up to the amount set by the Head of the Dormitory within 5 calendar days after becoming aware of this obligation.
- 4.5.4 The Resident acknowledges that the Accommodation Security also serves as a deposit for damages caused to the property of the Accommodation Provider that has been entrusted to the Resident for use (*paragraph 5.2.3 of the GATC*).
- 4.5.5 The Booking Deposit or Accommodation Security may be used to settle debts of the Applicant/Resident that the Accommodation Provider has recorded (compensation for damages, outstanding Dormitory Fee with accessories, contractual penalties, etc.); in such case the Accommodation Provider is entitled to make a unilateral set-off against the Booking Deposit or Accommodation Security against the claim recorded by the Accommodation Provider.
- 4.5.6 If the Accommodation Security is used according to paragraph 4.5.5 of the GATC, the Resident is obliged to replenish the Accommodation Security to its original amount within 5 calendar days after becoming aware of this obligation; the Accommodation Provider shall inform the Resident of the reduction of the Accommodation Security without undue delay.
- 4.5.7 Refund of the Accommodation Security or part of it will be made after the end of the Accommodation on the basis of the request of the Resident in the ISKAM User Account. The refund will be made by sending it to the account of the Resident after providing the details necessary for the bank transfer in the ISKAM User Account, or by transfer to the Resident's payment card, in exceptional cases in cash in CZK at the office of the Head of the Dormitory.
- 4.5.8 For the avoidance of doubt, it is hereby declared that the Applicant/Resident shall not be entitled to interest on the Booking Deposit and/or Accommodation Security.

4.6 Services related to Accommodation

- 4.6.1 Dormitory Fees cover the cost of the following services in particular:
 - a) supply of heat (central heating), electricity, water (water charges), sewage disposal (sewerage charges);
 - b) sewage water disposal;
 - c) cleaning of the Common Spaces of the Dormitory;
 - d) collection of household waste;
 - e) security services;
 - f) internet connection;
 - g) change of bed linen 1 x per 14 calendar days;

h) other services of an operational nature.

4.6.2 In the event of temporary interruption of water, electricity, heat, internet connection, etc. by the suppliers of these services, whether due to accident, breakdown or force majeure, the Resident acknowledges that no discounts, refunds or compensation will be provided for the non-provision of these services.

4.7 Continuation in Accommodation

4.7.1 If the Resident wishes to enter into An Agreement with the Accommodation Provider for the following academic year after the termination of the Accommodation Relationship, i.e., to continue in principle in the Accommodation, the Resident must submit an application within the time and subject to the conditions set out in the Time Schedule. If the Resident complies with these conditions, the Accommodation Provider shall take this request into account when allocating the Accommodation Place in accordance with paragraph 3.1.2 point c) of the GATC; however, the same Accommodation Place shall not be claimed where, in particular due to Operational Need, a different Accommodation Place may be allocated.

4.7.2 If the Resident fails to comply with the terms of the Time Schedule, the Accommodation Provider shall be entitled to assign the Resident a different Accommodation Place than the Accommodation Place used by the Resident on the date of termination of the Accommodation.

5. RIGHTS AND OBLIGATIONS OF THE RESIDENT

5.1 Rights of the Resident

5.1.1 During the Accommodation Relationship, the Resident is entitled to notify the Accommodation Provider of any defects related to the Accommodation Place and its Accessories, in particular by entering them in the Book of Defects in the ISKAM User Account. The Accommodation Provider is obliged to deal with such reported defects without undue delay.

5.1.2 The Resident is entitled to receive visitors, i.e., natural persons who do not have an Agreement with the Accommodation Provider, or are not accommodated in the Dormitory assigned to the Resident. In the event that the visitor stays in the Room of the Resident between 00:00 and 07:59, the Resident shall be obliged to pay the guest accommodation fee corresponding to the Dormitory Fee according to the valid Price List of Dormitory Fee. The Resident is obliged to report such visit in the ISKAM User Account.

5.1.3 The Resident shall be entitled to provide the Accommodation Place to the reported visitor for a maximum of five calendar days, or four consecutive nights; in total, the Accommodation Place may be provided in this way for a maximum of four nights in any one calendar month, regardless of whether these are different visits.

5.1.4 A visitor may only be provided with the Accommodation Place with the consent of all Roommates. Unless the Roommate notifies the Dormitory reception or the office of the Head of the Dormitory of their disagreement with the visitor's stay, they are deemed to have consented to the visitor's stay.

5.1.5 An overnight stay of a visitor in violation of paragraph 5.1.3 and/or paragraph 5.1.4 shall be considered a gross violation of the Dormitory Code by the Resident who allowed such an

overnight stay. An unauthorised overnight stay is also considered to be one that has not been entered in the ISKAM User System (see *paragraph 1.5.1. of the [Dormitory Rules](#)*).

5.1.6 The Resident acknowledges that their visitor must comply with the same obligations as the Resident and must be duly instructed by the Resident. In doing so, the Resident accepts the obligation to compensate for any damage caused by the fault of the visitor (*paragraph 7.1.1 of the GATC*).

5.1.7 The Resident is entitled to use the services of individual Dormitories to the extent and under the conditions set out in the Price List of Services.

5.2 **Obligations of the Resident**

5.2.1 The Resident acknowledges that by entering into the Agreement, they undertake to comply with the following obligations, which are subject to a contractual penalty in accordance with *paragraph 7.1.3 point a) of the GATC*:

- a) familiarise themselves with and observe the obligations set out in the Dormitory Code (*paragraph 1.1.4 point a) of the GATC*), the fire and operating regulations (*paragraph 1.1.4 points b) and c) of the GATC*) and the applicable documents pursuant to *paragraph 1.1.4 point d) of the GATC*, always within the meaning of the current valid and effective version of these documents, which is published on the Website; the Resident is obliged to observe the legal regulations of the Czech Republic, the principles of safety, hygiene and fire regulations, the principles for the protection of personal health, the principles of safe conduct of sports and other activities, as well as the principles of decent behaviour and morality;
- b) follow the organizational instructions of the representatives of the Accommodation Provider (especially the Head of the Dormitory);
- c) pay the Dormitory Fee as well as any debts related to the Accommodation properly and on time;
- d) before taking possession of the Accommodation Place, present a valid identity card or passport to the Accommodation Provider; only at the Vltava Dormitory is the Resident obliged to hand in a 35 x 45 mm colour photograph of their face necessary for the production of a dormitory card;
- e) after taking possession of the Accommodation Place, to follow *paragraph 4.2.3 of the GATC*, and not to move the Accessories of the Room and/or Shared Spaces without the consent of the Head of the Dormitory;
- f) notify the Accommodation Provider of a change in the personal data or other data specified in the Agreement within 5 working days of the occurrence of the fact that led to the change;

- g) observe personal hygiene, to keep the Accommodation Place and Common Spaces of the Dormitory clean and tidy, to behave in such a way that their behaviour does not restrict or disturb other persons beyond the usual level corresponding to normal circumstances;
- h) maintain up-to-date information in the ISKAM User Account, in particular bank account number, e-mail address and contact details where the Resident can be reached;
- i) if the Resident is a graduate of the VŠE or a student of another university, to request a smart entry card from the Head of the assigned Dormitory and to pay the deposit specified in the Price List of Compensations and Fees;
- j) pay the Accommodation Provider a flat-rate compensation in the amount specified in the Price List of Compensation and Fees for each key to the Room (cell) entrusted to the Resident that has been damaged, lost or not returned;
- k) pay a flat-rate compensation to the Accommodation Provider in the amount set out in the Price List of Compensations and Fees for a dormitory card that has been lost or not returned;
- l) not to copy and/or allow copying of entrusted Room (cell) keys and access elements from the Dormitory (smart cards).

5.2.2 The Resident further acknowledges that by entering into the Agreement they undertake to comply with the following obligations, which are subject to a contractual penalty in accordance with paragraph 7.1.3 points b) and c) of the GATC:

- a) not to allow the transfer of the Accommodation Place to another person, except under the conditions for reported visits;
- b) prevent unauthorized persons from entering the Accommodation Place and/or the Shared Places, except in the case of entry of persons under the conditions for reported visits (*paragraph 5.1.2 of the GATC*);
- c) move out of the Accommodation Place under the terms of paragraph 8.4.1 and paragraph 8.4.3 of the GATC;
- d) immediately notify the Accommodation Provider of any damage and/or defect detected or caused to the Accommodation Place with Accessories in the Book of Defects in the ISKAM User Account, or at the Dormitory reception or in the office of the Head of the Dormitory;
- e) protect the property of the Accommodation Provider located in the Accommodation Place against damage or theft, and if damage is caused by the Resident and/or their visitor, pay for such damage within the time limit set by the Accommodation Provider;
- f) act in such a way as to prevent damage to the property of the accommodated persons and/or the Accommodation Provider (e.g., to turn off the taps when leaving the Room, to

close the doors and windows, to secure the Accommodation Place against damage or theft of movable property by locking it).

- 5.2.3 With regard to strict respect for the privacy of the accommodated persons, the possibility of the Accommodation Provider to identify a perpetrator that caused the damage in the Accommodation Place and/or Shared Spaces is excluded for objective reasons. Therefore, the Resident acknowledges that if damage occurs to the property of the Accommodation Provider which is used by the Resident together with other Roommates (the Accommodation Place with the Accessories), the liability of the Accommodated Person for the damage will be determined according to the rules of Section 2915, second sentence of the Civil Code, since in compliance with the obligations of the Resident, especially according to paragraph 5.2.2 of the GATC, it can be objectively excluded that the damage can be caused by a person other than the Accommodated Person or the Roommates or their visitors. As the potential perpetrator will always belong to the above defined group of persons, the Accommodated Person acknowledges that this damage will be compensated from the Accommodation Security deposited by the Resident, to the extent that it corresponds to the proportion of the total costs incurred to repair the damage to the total number of Roommates. The Accommodated Person, as a jointly and severally liable perpetrator, may subsequently settle with the Roommates in accordance with § 2916 of the Civil Code, i.e., according to their participation in the damage.
- 5.2.4 Paragraph 5.2.3 of the GATC on the joint and several liability of the Accommodated Person does not apply if the specific natural person who actually caused the damage can be identified and the damage can be objectively proven.
- 5.2.5 The Resident acknowledges that the specifics of the rules of conduct and behaviour of the Resident and their visitors are further regulated in particular in the Dormitory Code.

6. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATION PROVIDER

- 6.1.1 The Accommodation Provider shall be entitled to enter the premises of the Accommodation Place only with the prior consent of the Resident; without the consent of the Resident, the Accommodation Provider shall be entitled to enter only exceptionally if it is expedient to do so, namely in order to dispel a reasonable doubt as to whether the Accommodation Place is being used in accordance with the Agreement, to assess the performance of necessary repairs or maintenance, or to avert imminent harm to life, health or property. The Resident acknowledges that the Dormitories are regularly inspected for compliance with housekeeping obligations (*see paragraph 2.4 of the [Dormitory Rules](#)*).
- 6.1.2 The Accommodation Provider is obliged to hand over to the Resident the subject of accommodation (the Accommodation Place) in a condition suitable for proper use and to ensure the undisturbed exercise of their rights related to the Accommodation.
- 6.1.3 The Accommodation Provider is obliged to ensure that the defects and damages notified by the Accommodation Provider under paragraph 5.1.1 of the GATC are removed without undue delay.

- 6.1.4 The Accommodation Provider may grant the Resident the right of first refusal to choose the Accommodation Place if the Resident meets the conditions set out in paragraph 4.7 of the GATC.
- 6.1.5 The Accommodation Provider shall provide services to the Resident to the extent and according to the terms and conditions of these GATC, or as agreed in the Agreement, and always in such a way that these services contribute to the fulfilment of the purpose of the Accommodation Relationship. The Accommodation Provider shall at all times provide services in accordance with generally binding legal regulations.
- 6.1.6 The Accommodation Provider is obliged to ensure order and cleanliness in the Common Spaces of the Dormitory. An electric vacuum cleaner is lent by the Accommodation Provider to the Residents for a fee in accordance with the Price List for Services.

7. CONSEQUENCES OF BREACH OF DUTY, CONTRACTUAL PENALTIES

- 7.1.1 The Resident is obliged to comply with generally binding legal regulations and the Agreement, as well as these GATC and other documents according to paragraph 1.1.4 of the GATC when using the services provided. The Resident is obliged to ensure compliance with this paragraph of the GATC by all persons whom they have allowed to temporarily use the Accommodation Place with the Accessories (*paragraph 5.1.2 et seq. of the GATC*).
- 7.1.2 The Resident is obliged to compensate for any damage caused by the actions of the Resident and/or their visitor as a result of a breach of an obligation arising from the Agreement, these GATC, other documents pursuant to paragraph 1.1.4 of the GATC and/or generally binding legal regulations. The Accommodation Security may be unilaterally set off against this claim.
- 7.1.3 If the actions of the Resident and/or their visitor result in a breach of an obligation arising from the Agreement, these GATC and/or other documents pursuant to paragraph 1.1.4 of the GATC, the Resident shall pay a contractual penalty to the Accommodation Provider in accordance with this paragraph, and the Accommodation Security may be unilaterally set off against such claims; this paragraph is without prejudice to the Accommodation Provider's right to compensation for damages pursuant to paragraph 7.1.2 of the GATC:
- a) if the Resident breaches an obligation set out in the document under paragraph 1.1.4 of the GATC, or an obligation under these GATC (especially under paragraph 5.2.1 of the GATC), except for the obligations under paragraph 5.2.2 of the GATC, the Accommodation Provider is entitled to enforce from the Resident a contractual penalty in the maximum amount of CZK 5,000 for each case of breach of such an obligation, the specific amount of which shall be determined by the Head of the relevant Dormitory;
 - b) if the Resident breaches an obligation under paragraph 5.2.2 points a) to c) of the GATC, the Accommodation Provider is entitled to enforce from the Resident a contractual penalty in the maximum amount of CZK 5,000 for each case of breach of such an obligation, the specific amount of which shall be determined by the Head of the relevant Dormitory;
 - c) if the Resident breaches an obligation under paragraph 5.2.2 points d) to f) of the GATC, the Accommodation Provider is entitled to enforce from the Resident a contractual

penalty corresponding to the compensation for the costs actually incurred by the Accommodation Provider to repair such damage, but not exceeding the amount of the Accommodation Security duly deposited.

- 7.1.4 If the Resident breaches the obligation under paragraph 8.4.4 of the GATC, in particular if the cleaning of the Accommodation Place is found to be inadequate, the Accommodation Provider shall be entitled to a contractual penalty against the Resident corresponding to the lump-sum compensation for damages for the cleaning performed by the Accommodation Provider in the amount to be determined in accordance with the valid Price List of Compensation and Fees; the Accommodation Provider shall be entitled to set off the contractual penalty against the Accommodation Security. This shall also apply in the event of failure to comply with the cleaning obligation during the course of the Accommodation Relationship (*see paragraph 2.4 of the [Dormitory Rules](#)*).
- 7.1.5 If the Resident breaches the obligation according to paragraph 4.3.3 of the GATC, i.e., the Resident does not move upon the Resident's request, nor do they give notice according to paragraph 8.2.1 point **Chyba! Nenalezen zdroj odkazů.** of the GATC, the Accommodation Provider shall be entitled to a contractual penalty corresponding to a lump-sum compensation for damages in the amount corresponding to the Dormitory Fee for all additional unoccupied Beds in the Room according to the valid Price List of Dormitory Fee, for each day of delay in fulfilling the obligation according to paragraph 4.3.3 of the GATC; the contractual penalty may be set off against the Accommodation Security.
- 7.1.6 If the Accommodation Provider proceeds to evict and clean the Accommodation Place at the expense of the Resident within the meaning of paragraph 8.4.7 of the GATC, the Accommodation Provider shall be entitled to a lump-sum compensation for the Accommodation Provider's vacating in the amount of the costs incurred for the vacating or cleaning according to the valid Price List of Compensation and Fees to be paid by the Resident; the Accommodation Provider shall be entitled to set off this compensation against the Accommodation Security.
- 7.1.7 If the Accommodation Provider proceeds with vacating and cleaning the Accommodation Place at the expense of the Resident, in accordance with section 8.4.7 of the GATC, the Accommodation Provider shall be entitled to a lump-sum compensation for damages incurred due to the vacating performed by the Provider, in the amount of the actual costs of vacating or cleaning, as per the valid Price List of Fines and Fees. The Accommodation Provider is entitled to offset this compensation against the deposited Accommodation Security.
- 7.1.8 The contractual penalty according to paragraph 7.1.3, paragraph 7.1.4, paragraph 7.1.5 of the GATC and/or compensation according to paragraph 7.1.6 of the GATC are payable within 7 days from the date when the Resident is requested to pay them by e-mail to the e-mail address last entered in the ISKAM User Account.
- 7.1.9 If the Agreement is terminated within the meaning of paragraph 8.3.2 point b), paragraph 8.3.3 or paragraph 8.3.8 of the GATC, i.e., due to a breach of duty by the Resident, the Accommodation Provider shall be entitled to payment of a contractual penalty by the Resident corresponding to the amount of the Accommodation Security; the Accommodation Security

may be unilaterally set off against this claim at the time of termination of the Accommodation Relationship. This paragraph is without prejudice to the right of the Accommodation Provider to compensation for damages.

- 7.1.10 In the event that the Resident is in default with the payment of the Dormitory Fee, the Resident shall pay the interest on late payment in the amount of CZK 20 for each day of delay to the Accommodation Provider; the Accommodation Provider shall be entitled to set off the interest on late payment against the Accommodation Security.

8. TERMINATION OF THE ACCOMMODATION RELATIONSHIP

- 8.1.1 The Agreement is always concluded for a fixed period of time corresponding to the Accommodation Period; the Accommodation Relationship primarily terminates upon expiry of the Accommodation Period.
- 8.1.2 The Agreement may be terminated by agreement, withdrawal from the Agreement or termination of the Agreement.
- 8.1.3 If the Agreement is terminated by a notice of termination, the Accommodation Relationship shall terminate upon the expiry of the notice period, which shall commence on the first day of the month following the delivery of the notice. In the event of termination pursuant to paragraph 8.2.1 points b) and c) of the GATC, the Accommodation Relationship shall terminate at the end of the calendar month in which the notice is given by the Resident. In the event of termination pursuant to paragraph 8.3.3 of the GATC, the Accommodation Relationship shall terminate with effect from the date of delivery of the notice to the Resident.
- 8.1.4 If the Agreement is terminated by withdrawal, the Accommodation Relationship shall terminate with effect from the date of delivery of the withdrawal from the Agreement to the other Party. Withdrawal from the Agreement does not affect obligations which by their nature are intended to continue after withdrawal from the Agreement (here expressly, in particular the obligation to compensate for damages, to pay unjust enrichment, to pay a contractual penalty).
- 8.1.5 The effects of a delivered withdrawal and/or notice of termination may only be removed by mutual agreement between the Accommodation Provider and the Resident made without undue delay after the delivery of the act to be removed.

8.2 Conditions for termination of the Agreement by the Resident

- 8.2.1 The Resident is entitled to unilaterally terminate the Accommodation Relationship:
- a) by giving notice of termination without giving any reason with a notice period of two months;
 - b) by giving notice of termination for cause pursuant to paragraph 1.1.5 of the GATC with a notice period until the end of the calendar month in which the notice was given in the ISKAM User Account;

- c) by giving notice of termination for cause pursuant to paragraph 4.3.3 of the GATC with a notice period until the end of the calendar month in which the notice was given in the ISKAM User Account;
- d) by a notification made for the reason of departure for a study abroad stay organized by the VŠE under the condition of non-interruption of studies at the VŠE, sent to the Accommodation Provider by e-mail to ubytovani@vse.cz, no later than 14 days before the planned departure;
- e) by withdrawal from the Agreement for statutory reasons; the Resident acknowledges that they cannot withdraw from the Agreement pursuant to Section 1829 in conjunction with Section 1837(j) of the Civil Code, i.e., from an agreement for the provision of accommodation services, as these are provided within the specified term.

8.2.2 The Resident acknowledges that the Resident's obligation to pay the Dormitory Fee is not terminated by giving notice; the Accommodation Provider is entitled to payment of the Dormitory Fee for the duration of the notice period, on the date of termination of the Accommodation Relationship.

8.2.3 The Resident is entitled to give notice in the ISKAM User Account.

8.2.4 The notification under paragraph 8.2.1 point c) of the GATC must state the date of intended departure falling on a working day, which must be no earlier than 14 days before the departure for the study abroad placement. In this case, the Accommodation Relationship will terminate on the date of the Resident's proper departure from the Dormitory, but not earlier than 14 days before the start date of the study stay according to the Integrated Study Information System of the VŠE (InSIS).

8.3 Conditions for termination of the Contract by the Accommodation Provider

8.3.1 The Accommodation Provider is entitled to terminate the Accommodation Relationship by giving 3 days' notice for technical or operational reasons if

- a) due to the state of disrepair of the Dormitory premises or for other objective reasons (damage or destruction of the Dormitory, emergency reconstruction) the Accommodation Provider cannot provide services according to the Agreement, or within the duration of the Accommodation Period this impossibility occurs;
- b) the competent public authority issues a decision on the basis of which it is objectively impossible to provide services under the Agreement.

8.3.2 The Accommodation Provider is entitled to terminate the Accommodation Relationship by giving 7 days' notice if

- a) the Resident has completed their studies according to Section 55 et seq. of Act No. 111/1998 Coll., on Universities, as amended;
- b) despite a written warning from the Accommodation Provider, sent to the e-mail address last indicated in the ISKAM User Account, the Resident repeatedly breaches their obligation under the Accommodation Agreement, or violates good manners;

- c) the Resident has transferred the Accommodation Place to another person for temporary use without notifying the Accommodation Provider, in particular in breach of paragraph 5.1.2 of the GATC (visits);
- d) the Resident is in delay with payment, even if only part of the Dormitory Fee, for at least two consecutive calendar months.

8.3.3 The Accommodation Provider is entitled to terminate the Accommodation Relationship by giving notice without any notice period if the Resident breaches the Agreement in a particularly serious manner that precludes their continued stay at the Dormitory; the Head of the Accommodation and Business Department of the ASPF decides on the fulfilment of this reason for termination of the Accommodation Relationship on the proposal of the Head of the Dormitory.

8.3.4 A particularly serious breach of a contractual obligation under paragraph 8.3.3 of the GATC shall be deemed to be an act of the Resident which results in a serious breach of a generally binding legal regulation, which endangers the protection of health, life or property of other persons and/or endangers the safety of the Dormitory or its immediate surroundings and/or which seriously breaches or repeatedly breaches the basic rules of decency and respect in mutual interactions recognized by society, in particular

- a) any intentional destruction of the Property of the Accommodation Provider (Accommodation Place with the Accessories and/or Common Spaces of the Dormitory);
- b) polluting the Accommodation Place or the Common Places of the Dormitory which is capable of endangering the health of Roommates and/or other persons staying in the Dormitory;
- c) a gross breach of an obligation set out in the operating rules of the relevant Dormitory before or during the implementation of extermination, disinsection, disinfection and/or other measures aimed at protecting the life, health and/or property of the residents (*e.g., an apparent breach of the obligation to report the presence of parasites and/or the presence of a person with an infectious disease*);
- d) harassment of other persons and/or representatives of the Accommodation Provider by noise, verbal expressions, audio reproduction or other conduct that is capable of adversely affecting the quality of accommodation services provided by the Accommodation Provider to other accommodated persons;
- e) inappropriate behaviour of the Resident towards other residents and/or representatives of the Accommodation Provider, which is capable of constituting a misdemeanour or a criminal offence, or is in obvious contradiction with good manners and ordinary human feeling (*e.g., bullying, excessive and unnecessary harassment of the Head of the Dormitory, unjustified interference with personal rights, giving false or untrue information in communication with representatives of the Accommodation Provider, claiming rights by violence, threat of violence or rude behaviour that cannot be tolerated in a civilised society, etc.*).

- 8.3.5 The notice of termination given by the Accommodation Provider must contain a specification of the reason for termination, at least by reference to the paragraph of the GATC in which the relevant reason for termination is specified. The notice of termination shall be sent to the Resident at the e-mail address last provided in the ISKAM User Account. The notice of termination shall be deemed to have been delivered upon the expiry of the 10th calendar day following its dispatch. If the Resident does not agree with the reasons stated in the notice of termination, they are entitled to seek the invalidity of the notice of termination by judicial means in accordance with the relevant civil law regulations.
- 8.3.6 The Accommodation Provider's warning to the Resident within the meaning of paragraph 8.3.2 point b) of the GATC shall contain a specification of the Resident's defective conduct, i.e., what the breach is perceived to consist of; this warning shall be delivered in a similar manner as a notice pursuant to paragraph 8.3.5 of the GATC.
- 8.3.7 The Resident with whom the Accommodation Relationship has been terminated in accordance with paragraph 8.3.2 point b) of the GATC or paragraph 8.3.3 of the GATC is no longer entitled to submit an Accommodation Application for the duration of their studies at the VŠE or another university. The Resident acknowledges that the Accommodation Provider is entitled to claim a contractual penalty in accordance with paragraph 7.1.8 of the GATC.
- 8.3.8 The Accommodation Provider is entitled to terminate the Accommodation Relationship by withdrawing from the Agreement if the Accommodation Place is not taken over by the Resident even within the additional period of time provided, but no later than one calendar month from the Arrival Date agreed in the Agreement. The Resident acknowledges that the Accommodation Provider is entitled to claim a contractual penalty in accordance with paragraph 7.1.8 of the GATC.

8.4 Eviction and vacating the Accommodation Place

- 8.4.1 The Resident is obliged to move out of the Accommodation Place no later than the date of termination of the Accommodation Relationship. If the Accommodation Relationship has been terminated pursuant to paragraph 8.3.3 of the GATC, the Resident is obliged to move out immediately, no later than the day following the termination of the Accommodation Relationship.
- 8.4.2 The Resident is obliged to notify the Accommodation Provider of the date of handover of the Accommodation Place to the Accommodation Provider according to the procedure described in the Eviction Instructions; the Eviction Instructions are available here: <https://accommodation.vse.cz/students-accommodation/international-students-exchange-vse/accommodation/move-in-move-out/move-out-jarov-iii-f/>; In particular, the Resident acknowledges that in order to move out, they are obliged to submit an eviction ticket.
- 8.4.3 The Resident acknowledges that from the day following the effective date of moving out of the Accommodation Place, the assigned Accommodation Place may no longer be used, unless otherwise agreed.
- 8.4.4 Upon moving out, the Resident is obliged to hand over to the Accommodation Provider the Accommodation Place with the Accessories cleaned and properly tidied, i.e., in the condition

in which the Resident took it over, taking into account the usual wear and tear, with undamaged and clean walls of the Room, and to hand over the complete and undamaged Inventory. Along with this, the Resident is obliged to sign out of the registration during office hours at the Head of the Dormitory, and to hand over the keys to the Room (cell) and all access elements of the Dormitory (graduates of the VŠE and students of other universities return the chip card and the dormitory card – only the Vltava Dormitory).

- 8.4.5 If the Resident moves out without physically handing over the Room by throwing the keys to the Room (cell) into the box provided for this purpose, they agree to check the cleaning of the Shared Spaces and the part of the Room they are leaving without their personal presence. Cleaning of the Shared Spaces and the part of the Room used by the Resident must be carried out within the scope of daily and weekly cleaning according to the Dormitory Code each time the Resident moves out, regardless of whether other accommodated persons remain in the Room.
- 8.4.6 At the time referred to in paragraph 8.4.1 of the GATC, mutual property liabilities arising under and/or in connection with the Agreement must also be settled between the Accommodation Provider and the Resident. The Accommodation Security may be used for this purpose and the Resident acknowledges and expressly agrees to this procedure by the Accommodation Provider. The Accommodation Provider undertakes to account for the Accommodation Security to the Resident and the Accommodation Provider shall remit any overpayment in accordance with paragraph 4.5.7 of the GATC.
- 8.4.7 If the eviction does not take place within the time limit according to paragraph 8.4.1 of the GATC, even after a subsequent request by the Head of the Dormitory, the Accommodation Provider shall proceed to evacuate and clean the Accommodation Place at the expense of the Resident according to the Price List of Compensations and Fees, which the Resident acknowledges and agrees with this procedure of the Accommodation Provider.
- 8.4.8 In the event that the Accommodation Provider will have to proceed with the vacating without the participation of the Resident, the Resident acknowledges that the Accommodation Provider will record and photographically document the condition of the Accommodation Place (especially the Room) at the time of the vacating, including an inventory of the items of considerable value left by the Resident. All such movable items shall be stored by the Accommodation Provider for a period of 2 months at the expense of the Resident, after which time they shall be disposed of in accordance with protocol, which the Resident acknowledges and expressly agrees to.

9. SUMMER ACCOMMODATION

- 9.1.1 Information about summer accommodation is available on the Website.
- 9.1.2 Payment of the Dormitory Fee for a period shorter than 2 months will be made by payment card on the Arrival Date to the Dormitory or via the ISKAM User Account after the Dormitory Fee has been billed.
- 9.1.3 Payment of the Dormitory Fee for a period of 2 months or longer may be divided into monthly payments. The due date is specified in the ISKAM User Account

9.1.4 The Accommodation Relationship established by the Summer Accommodation Agreement shall terminate upon the notice of the Resident, after a notice period of 30 days, which shall commence on the day following the delivery of the notice to the Accommodation Provider. The notice of termination shall be given through the ISKAM User Account. This paragraph modifies paragraph 8.2.1 point a) of the GATC for the purposes of the Accommodation Relationship established by the Summer Accommodation Agreement.

10. FINAL PROVISIONS

10.1.1 Legal relations between the Accommodation Provider and the Resident, which are not regulated by the Agreement, are governed by the law of the Czech Republic, in particular the Civil Code.

10.1.2 If a translation of the text of the Agreement or the GATC is created for the use of the Resident, the text of the Agreement or the GATC made in the Czech language shall apply in the event of a dispute over the interpretation of terms.

10.1.3 The controller of the personal data of the Residents is the ASPF. The Accommodation Provider declares that the personal data of the Resident (data subject), processed in accordance with Article 6(1)(b) (*i.e., for the purposes of the performance of the Accommodation Agreement*) and (f) (*i.e., for the purposes of the legitimate interest of the Accommodation Provider*) of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27. April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR"), shall be handled in accordance with the principles of the GDPR so as to ensure its security, integrity, confidentiality and timeliness and so as to guarantee the fundamental rights and freedoms of the Residents.

10.1.4 By entering into the Agreement, the Resident acknowledges that the Accommodation Provider collects, processes and stores the following data for the purposes of registering the Residents, checking the eligibility of their Accommodation in terms of the regulations mentioned above (paragraph 10.1.3 of the GATC) or other regulations, as well as for the purposes of registering payments related to the Accommodation Relationship and checking their payments, for a maximum period of five years (or six years for foreign nationals) from the termination of the Accommodation Relationship. The processing and protection of personal data within the meaning of this Agreement shall also include the monitoring of the Common Spaces of the Dormitories (e.g., the entrance to the building, open connecting corridors, staircases, emergency exits, gyms, sports facilities, the surroundings of the Dormitories) by means of a camera system, in particular for security and fire protection reasons; the monitoring shall be indicated by a prominently displayed sign in the areas concerned. The personal data of the Residents are not passed on to other controllers or recipients.

10.1.5 If any provision of this GATC becomes invalid or is held to be ineffective or unenforceable, for whatever reason, all other provisions of this GATC shall be deemed and remain valid and enforceable to the fullest extent possible. The invalid, ineffective or unenforceable provision shall be replaced by agreement between the Accommodation Provider and the Resident with

a provision that, in form and substance, meets the intent and meaning of the invalid, ineffective or unenforceable provision to the fullest extent possible.

10.1.6 The currently valid GATC can be consulted on the Website. Any other agreements regarding the terms and conditions of performance that differ from these GATC must be in writing and signed by the Accommodation Provider and the Resident, otherwise they shall be disregarded.

10.1.7 These Accommodation Terms and Conditions are valid and effective from 01.05.2024.

In Prague on 30.04.2024

Ing. Ota Zima CSc., MBA v.r.
Director of the ASPF