

**Department for the Administration of Facilities  
of the University of Economics in Prague**

**having its registered office at Jeseniova 2769/208, 130 00 Prague 3**

**GENERAL TERMS AND CONDITIONS  
OF ACCOMMODATION**

**(effective from 1.5.2022 and for academic year 2022/2023)**

**Preamble**

Pursuant to provisions of s. 2326 and following ones of the Civil Code (Subchapter 6 – Accommodation), and under Article 2 and 3 of the **Statutes of the Department for the Administration of Facilities of the University of Economics in Prague** adopted on 1 July 2015 with the effect as of September 1, 2022, I hereby issue the following

**General Terms and Conditions of Accommodation**

(hereinafter just **GT**) applicable for the dormitories of the University of Economics in Prague  
(hereinafter just **VSE**)

# **Contents of the „General Terms and Conditions of Accommodation in the premises of the Department for the Administration of Facilities of VSE in Prague”**

## **Article I. – Initial Provisions**

## **Article II. – Establishment of Contractual Relation for Accommodation**

1. Procedure prior entering into Contract on Accommodation
2. Contract on Accommodation
3. Subject-matter and Scope of Accommodation
4. Allocation of Accommodation, Change of Accommodation Place and Moving to a New Room
5. Accommodated Persons

## **Article III. – Cost of Accommodation**

1. Accommodation Fee
2. Payment for Accommodation
3. Reservation and Accommodation Deposits
4. Services Related to Accommodation

## **Article IV. – Duties of Accommodated Persons and Applicable Restrictions**

1. Duties of Accommodated Persons
2. Restrictions Applicable to Accommodated Persons

## **Article V. – Rights and Obligations of Accommodation Provider**

## **Article VI. – Cessation of Contractual Relation**

1. Termination of Accommodation
2. Notice
3. Moving out from the Accommodation Facility

## **Article VII. – Summer accommodation**

## **Article VIII. – General and Final Provisions**

## Article I.

### INITIAL PROVISIONS

1. University dormitories are accommodation facilities of the VSE, operated and managed by the Department for the Administration of the VSE Facilities. They serve the purpose of providing suitable accommodation mainly to VSE students, and possibly also to students of other schools in case of free capacities, under the schedule and criteria approved by the VSE management. A director of the Department for the Administration of Facilities (hereinafter "SUZ") is responsible for the operation and activities of the dormitories within the scope determined by the statutes of VSE. Duties of SUZ as an accommodation provider are determined by its status.
2. These General Terms and Conditions of Accommodation regulate the relations between natural persons accommodated in the accommodation facilities of the VSE dormitories (students and other persons, hereinafter just "Accommodated Persons") and the Accommodation Provider, the University of Economics in Prague, namely its Department for the Administration of Facilities (hereinafter "SUZ or DAF" or "Accommodation Provider").
3. These General Terms and Conditions applicable to all accommodated VSE students as well as to other Accommodated Persons constitute an Annex to a Contract on Accommodation. Other rights and duties of the Accommodated Persons and the Accommodation Provider, as well as certain powers and obligations of students' self-governing bodies, are determined by "Dormitory Rules".

## Article II.

### ESTABLISHMENT OF CONTRACTUAL RELATION FOR ACCOMMODATION

#### 1. Procedure for entering into the Contract on Accommodation

Accommodation in dormitories is provided on the grounds of an **application** submitted via website <http://iskam-web.vse.cz/>. The terms for submitting the applications are determined in the Timetable and Criteria for Submission of Applications for Accommodation. Upon processing and assessment of individual applications, SUZ shall decide (following the mentioned criteria and timetable) on allocation of a bed in a particular dormitory and a room via **electronic decision**, and based on that decision SUZ shall enter into the **Contract on Accommodation** with the prospective Accommodated Person.

#### 2. Contract on Accommodation

- i. The accommodation contract to which these GTC apply is created on the day of booking confirmation (ISKAM: satisfaction of the request for accommodation), which concludes the accommodation contract. However, the actual drawing up of the contract between the Accommodation Provider and the Accommodation Provider will take place before the date of arrival at the accommodation (the date is fixed in waiting list). By the Contract, the Accommodation Provider undertakes to provide the Accommodation Provider with temporary accommodation - an accommodation place (hereinafter also referred to as a "bed") in the VSE dormitory buildings, for the period agreed for this contract. Specific accommodation place, ie. the name of the dormitory and the room number are given in the Decision on the allocation of accommodation space, which is issued by DAF VSE.
- ii. The Contract is signed electronically marking a corresponding field in a check-box of the ISKAM accommodation system on [iskam-web.vse.cz](http://iskam-web.vse.cz) website; in really exceptional cases

through signing a written contract in the office of the dormitory manager. The contract must be signed electronically before the scheduled start of the accommodation, which the ISKAM system will allow 7 days before the start. It is not possible to stay without a signed contract. By signing the accommodation contract, the Accommodated person agrees to the delivery of documents related to the accommodation electronically to his e-mail address specified in the accommodation contract. The document is considered delivered after 10 calendar days after its sending.

- iii. Neither VSE students nor other natural persons have a vested right to enter into the Contract. The Contract on Accommodation includes mandatory elements as identification of the Contracting parties including an e-mail address which the Accommodated Person determined to be used for electronic communication with the Accommodation Provider, subject-matter of the Contract and duration of the Contract on Accommodation. The level of **Accommodation Fee** – price for accommodation is determined in the Contract by a reference to the [Accommodation Price List](#) applicable for the respective period.

### **3. Subject-matter and Scope of Accommodation**

The Accommodated Person is entitled to use one allocated bed, i.e. a room provided to him/her for accommodation, including respective furnishings and utilities (WC, bathroom, entry hall with kitchen), as well as shared facilities of the dormitory as well as services related to accommodation. The Accommodation provider will hand over the room with accessories, including inventory, in a condition suitable for proper use. After moving into the accommodation, the Accommodated person is obliged to check the condition of the room, common areas and the completeness of the inventory. The inventory of individual rooms is available online in the ISKAM web interface, specifically in the overview of current accommodation (the inventory of individual rooms is also available on the [DAF VSE website](#)). If the Accommodation Provider discovers any defect or missing inventory items upon receiving the room, he is obliged to report this fact within 24 hours via the Defect log in the ISKAM system. In the event that he does not report any defect, it will be assumed that he took over the accommodation in perfect order, later complaints will not be taken into account and at the end of the accommodation he will be obliged to hand over the accommodation in the same condition.

### **4. Allocation of Accommodation, Change of Accommodation Place and Moving to a New Room**

- i. Entering into the Contract on Accommodation does not constitute a title to a particular accommodation place (room, bed). The Accommodation Provider has a right to change the room or bed and to allocate another one to the Accommodated Person, namely upon the request of the Accommodated Person or in cases of an operational need on the side of the Accommodation Provider. Operational need means a necessity of repairs or reconstruction of the place, or the whole building or its interior as well as optimisation of the beds capacity utilisation in the VSE dormitories. In such a case, there shall be a new Decision on Allocation of Accommodation issued.
- ii. In case of the need to change the room or bed arising on the side of the Accommodation Provider, the Accommodation Provider shall ask the Accommodated Person to move via e-mail. The Accommodation Provider undertakes that the Accommodated Person will be offered with an adequate option for moving. If the Accommodated Person is moved to a bed with a higher price, the original accommodation price shall be maintained; if he/she is moved to a bed with a lower price, the lower price shall be charged.

- iii. Moving to another bed shall be arranged mainly upon the agreement between the contracting parties. If there is no agreement reached, the Accommodation Provider shall deliver call for moving to the Accommodated Person. He/she is obliged to move within 7 days since the notice delivery. If the Accommodated Person does not satisfy this obligation voluntarily, he/she shall be charged the accommodation fee also for the other not occupied beds in his/her room or unit according to the applicable price list. Call for moving shall be delivered to the Accommodated Person via e-mail or SMS.
- iv. If the Accommodated Person does not satisfy the call for moving due to an accident, repair, optimization of capacity or larger reconstruction of the premises in the determined period, the Accommodation Provider is entitled to move personal belongings of the Accommodated Person out of the place. In such a case, there will a list of the things generated and signed by a commission comprising three persons. The Accommodated Person shall be informed of the place where his/her belongings are stored.

## **5. Accommodated Persons**

- i. Only VSE students can be accommodated. In case of free capacities also VSE graduates. Furthermore, students of other schools, who must submit a certificate of study in electronic form in the ISKAM web interface when submitting the application and submit the original upon arrival at the accommodation.
- ii. Persons of different gender may be accommodated in the same room or in rooms of the same unit only on the base of their request, and with the consent of all other persons sharing the same unit.
- iii. The Accommodated Persons who roughly violated these GT or “Dormitory Rules”, received a notice and whose Contract on Accommodation has been terminated based on such a notice shall not be entitled to apply for accommodation in VSE dormitories for the whole period of their further studies at VSE.

## **Article III.**

### **COSTS OF ACCOMMODATION**

#### **1. Accommodation Fee**

- i. The Accommodated Person is obliged to pay the price for accommodation to the Accommodation Provider (hereinafter just “Accommodation Fee”). The level of accommodation fee in a particular dormitory is regulated by an applicable price list of the Accommodation Provider and the price list of other services related to accommodation. The Accommodation Fee [Price List](#) is made public in the web-sites of SUZ VSE. The accommodation fee includes also services related to accommodation, and provided by the Accommodation Provider to the Accommodated Persons.
- ii. Claims and liabilities of the contracting parties arisen to the parties from the Contract on Accommodation, for instance due to non-payment of the accommodation fee by the Accommodated Person, continue to be applicable after the termination of the accommodation.

## 2. Accommodation Fee Payment

- i. Accommodation fee payment date has been determined as 20<sup>th</sup> day of the previous month. The day when the paid accommodation fee is credited to the account of the Accommodation Provider is considered as the date of payment. The Accommodated Person is obliged to check whether the payment has been recorded to his account in ISKAM.
- ii. If the accommodation period starts before the 20<sup>th</sup> day of a month, the accommodation fee for the first month of accommodation shall be payable on the starting day of accommodation; the following months then follow the standard payment terms (as stipulated in subparagraph i. above)
- iii. If the accommodation period starts after the 20<sup>th</sup> day of a month, the accommodation fee for the first and the second calendar months of accommodation shall be payable on the accommodation starting day; the following months then follow the standard payment terms (as stipulated in subparagraph i. above)
- iv. The accommodation fee may be paid in the following ways:
  - a) direct debit from an account
  - b) bank transfer
  - c) via payment portal on [iskam-web.vse.cz](http://iskam-web.vse.cz) website (online payment)
  - d) in exceptional cases by a card or in cash at the dormitory reception or dormitory manager's office.
- v. When choosing the direct debit payment, it is necessary to mark this option in the VSE accommodation system (on [iskam-web.vse.cz](http://iskam-web.vse.cz)) and the respective number of an account from which the direct debit collection shall be made must be entered there. The accommodation fee payment shall be made upon collection order based on direct debit mandate issued by the Accommodated Person from Czech currency bank account at a bank having its office or branch in the Czech Republic to the benefit of the bank account no. 1793102/0800. The monthly limit of the direct debit mandate must be CZK 12 000 as minimum. The collection of the accommodation fee shall be made in the period from the first to 10th day of each previous month, and it is performed by the Accommodation Provider only once per month pursuant to information on [suz.vse.cz](http://suz.vse.cz) website. If the collection of the fee is impossible due to obstacles on the side of the Accommodated Person or if the Accommodated Person fails to report the number of the bank account from which the fee is to be collected dully and timely, the Accommodated Person is obliged to perform the payment using and other option from the options described above. Cashless transfers have to be directed to the account no. 1793102/0800 while stating the number of Accommodation Contract as the payment identification (Variable Symbol – VS). Each Accommodated Person using the direct debit set-up is obliged to check whether the money has been dully debited from his/her account, and that the payment for his/her accommodation has been performed correctly in order to avoid cases when the accommodation payment would not be made due to technical or other reasons.
- vi. In case of default in accommodation fee payment, the Accommodated Person is obliged to pay a contractual penalty for delay amounting to CZK 20 for each day of default to the Accommodation Provider. Payment means the payment of the full amount of the accommodation fee, including services, charges and/or contractual penalty (if applicable), and its crediting to the Accommodation Provider's bank account. Overview of the payments is available on intranet at «[iskam-web.vse.cz](http://iskam-web.vse.cz)».

- vii. If the Accommodated Person pays only a part of his/her liabilities, the payment is credited to the oldest debt in respect of the accommodation fee, services, other fees, penalties etc. If two or more liabilities have the same due to term, the one having the older date of taxable supply shall be paid in priority.
- viii. If the payment is received by the Accommodation Provider's account from a foreign account, all banking fees related to such transfer shall be charged to the account of the Accommodated Person. When money is sent back to a foreign bank account via a bank transfer, the Accommodation Provider shall charge the extra handling fee of CZK 500.
- ix. In case of accommodation shorter than 30 nights, the whole accommodation fee shall be rendered at the beginning of accommodation. So, the payment for the whole period of accommodation shall be made in cash, by a payment card or via payment gate on «[iskam-web.vse.cz](http://iskam-web.vse.cz)» portal when moving in.

### 3. Reservation and Accommodation Deposit

- i. The Accommodated Person is obliged to pay the **reservation deposit** in amount of CZK 5000 in the period and way prescribed in the **Criteria for Submission of Applications for Accommodation and Timetable**.
- ii. On the day when the Accommodated Person moves in, the whole reservation deposit shall be transferred to the accommodation deposit (in ISKAM Accommodation deposit). If the accommodation deposit is not paid in the determined term, the Accommodation Provider has the right not to provide the person with the room. The accommodation deposit, or its part, may be used to cover a damage, debt etc. The refund of the deposit or its part will be made after the end of the accommodation on the basis of the Accommodated Person request in the ISKAM system by sending to the Accommodated Person account after entering the data necessary for bank transfer on the website [iskam-web.vse.cz](http://iskam-web.vse.cz), or by transfer to the Accommodated Person payment card and in very exceptional cases in cash in CZK at the dormitory office. If the accommodation deposit is used to cover the above stated liabilities, the Accommodated Person is obliged to replenish the deposit to maintain the original deposit amount within 5 calendar days.
- iii. If the application is filed after September 1st of the calendar year, only the accommodation deposit amounting to CZK 5000 should be paid.
- iv. The procedure applicable if an applicant cancels his/her reservation, does not move in, or refuses the allocated accommodation is regulated by the table "[Operations with the reservation deposit if not moving into the dormitory](#)" on «[suz.vse.cz](http://suz.vse.cz)» website.
- v. If the applicant does not move to the dormitory from [the date of the agreed start](#), it does not release the applicant for accommodation with a signed accommodation contract from the obligation to pay the dormitory (Article II, paragraph 2, point I of these GTC). If he does not start at a later date and does not pay the dormitory fees properly and on time, the Accommodation Provider has the right to withdraw from the Accommodation Agreement, provided that the reservation deposit is non-refundable.

### 4. Services related to accommodation

- i. The dormitory fee includes the following services:

- a) heat supply (central heating), electric power supply, water supply and sewer rates – except the Jarov II. Dormitory;
  - b) cleaning of shared premises of the dormitory;
  - c) household waste disposal;
  - d) security service
  - e) internet connection
  - f) bed linen change once per two weeks.
- ii. In case of a temporary interruption in water, electric power, heat, internet service etc. supplies by Accommodation Provider's suppliers or in case of interruption in supplies caused by a breakdown or force major, the Accommodated Person is not entitled to any discounts or compensations.

Other services mean enjoyment of other services provided by particular dormitories (refer to the [price list of fees](#)).

- iii. There is a complex system of remote measuring of the electric power, hot and cold water, and heat consumption installed **in Jarov II dormitory**. It is a comprehensive system continuously following the consumption of hot and cold water, heat and power. Radio measuring devices installed in each room or bathroom are transmitting the actual data every hour to a central office where the data are evaluated and then shared in the information system. The data are available to students via a mobile application at <https://kolejjarov2.vse.cz/english/informations/students-accommodation/remote-system-to-control-the-costs-of-housing/>. So, there is a possibility to have a continuous overview of the own consumption of energies. There are error notices set up in the system to record excessive consumption caused by a failure or uneconomical behaviour of the Accommodated Persons. Based on the notice SÚZ VSE can react immediately to respective failures or breakdowns. Thanks to the newly implemented system, each Accommodated Person can have a precise overview of his/her consumption and related costs of living. **After the end of each month, the Accommodated Person will be charged the amount in CZK corresponding to his/her consumption for the previous month.** If the accommodation in a particular room is terminated in the course of a month, the billing shall be done by the last day of the stay. So, the students are charged only with the consumption of energy in the particular unit (room), and not with standing payments or payments for reserved output etc.

Prices of cold and hot water, heat and electricity are shown in the price list published on Jarov II. dormitory website (<https://kolejjarov2.vse.cz/english/informations/students-accommodation/remote-system-to-control-the-costs-of-housing/>), and are fixed. Their change is possible only upon the change of the price by particular suppliers.

#### **Article IV.**

### **DUTIES OF ACCOMMODATED PERSONS AND APPLICABLE RESTRICTIONS**

#### **1. Duties of the Accommodated Person**

- i. Duties of the Accommodated Person are:
  - a) to pay dully and timely the accommodation fee;

- b) before conclusion the Contract on Accommodation to get acquainted with these GT, and applicable Price List issued by the Accommodation Provider;
- c) after conclusion the Contract on Accommodation to obey to all the rules related to the particular dormitory operation (especially Dormitory Rules, Fire Prevention, Operational Rules, orders of the director of DAF VSE and instructions of heads of dormitories),
- d) when moving in, to present his/her valid identity card or passport to the Accommodation Provider, and only at Vltava Dormitory a face photo of 35 x 45 mm size necessary for issuance of the dormitory card;
- e) when moving in, to check whether the room allocated and its furnishings are in a satisfactory and habitable condition allowing their use until, to fill in possible defects or missing inventory (inventory list [here](#)) into a Defects log on [iskam-web.vse.cz](http://iskam-web.vse.cz) until 24 hours; if failing to do so, he/she shall bear the responsibility for all the defects or missing inventory not reported. All manuals for ISKAM system are available on <https://accommodation.vse.cz/students-accommodation/documents/iskam/>
- f) to obey the ban on rendering the allocated bed to another person,
- g) if he/she is a VSE graduate or a student of another university, to obtain a chip-card giving the right to enter into the VSE dormitory premises from the dormitory manager (for the deposit of CZK 500);
- h) in case of damage, loss or failure to give back the key allocated to him/her, the Accommodated Person is obliged to pay the contractual penalty in amount of CZK 1000 for each provided key upon the request of the Accommodation Provider;
- i) to obey to the ban on making copies of allocated keys and chip cards;
- j) on the day when the accommodation terminates, to restore everything in the room to its original condition, to hand over all loaned inventory, to return key (the VSE graduates and students of other universities shall return also their chip-card, and to sign out from the dormitory registration in the opening hours of the dormitory office;
- k) to report use of own electric appliances to the Accommodation Provider's office in each dormitory, although the Accommodation Provider may forbid the use of the particular appliance due to technical or safety reasons;
- l) to report any change of personal data or other data stated in the Accommodation Contract to the Accommodation Provider via the office of the respective dormitory within 5 working days since the moment of the fact concerned;
- m) to report to the Accommodation Provider immediately a need of a repair in the room provided for accommodation of the Accommodated person via the Book of Defects on [iskam-web.vse.cz](http://iskam-web.vse.cz);
- n) to behave in the way preventing harm to property of the Accommodated Persons as well as the Accommodation Provider (e.g. to lock up room doors whenever leaving the room, as well as from the inside when sleeping in night – however not leaving the key in the door lock);
- o) to report a damage caused or found out to the Accommodation Provider immediately;
- p) to move out as of the day when the agreed period of accommodation terminates and/or when the accommodation is ceased;
- q) to hand over emptied and dully cleaned room in the same condition as the one he/she

had taken the room in, with regard to usual wear and tear, to the Accommodation Provider in person. When handing-over the room, eventually when the room is vacated by the Accommodation Provider, there shall be a protocol produced depicting the state of the room at the moment of its handing over to the Accommodation Provider;

- r) in his/her own interest to look after the condition of the room and common areas of the unit when moving out of roommates in the event that he/she moves out last, ie that he/she will be responsible for all possible damages and deficiencies in cleaning,
- s) to settle all liabilities arisen with regard to the Accommodation Contract on the day when the room is handed-over by him/her, respectively when the room is vacated by the Accommodation Provider, latest;
- t) maintain the cleanliness and order in the room and common areas; in case of finding deficiencies, the Accommodation Provider will perform cleaning at the expense of the Accommodated person/persons;
- u) to allow authorized employees of the Accommodation Provider to execute an in advance announced physical inventory of the Accommodation Provider's property in the room allocated to him/her for the temporary accommodation;
- v) to get the cleaning products at his own expense to perform cleaning,
- w) maintain the layout of the furniture in the room,
- x) keep the layout of the furniture in the room
- y) when using the kitchen, proceed in such a way that the smoke and temperature sensors are not activated and thus the EPS (electronic fire alarm) is triggered.

## **2. Restrictions Applicable to Accommodated Persons**

- i. The accommodated Person is not allowed to
  - a) hold or to carry a weapon and ammunition, as well as to store or handle explosives or explosive substances, including fireworks pyrotechnics;
  - b) to hold, produce or store narcotics or psychotropic substances or poisons, except medicaments prescribed to the Accommodated Person by a doctor;
  - c) to smoke in all areas of the dormitory;
  - d) to state address of any dormitory, nor the address of DAF VSE as a place of business, registered office of a company or his/her permanent residence address.

## **Article V.**

### **RIGHTS AND OBLIGATIONS OF THE ACCOMMODATION PROVIDER**

- 1. The Accommodation Provider is obliged to provide the room and the common areas of the unit to the Accommodated Person in the condition suitable for ordinary use and to arrange for undisturbed exercise of his/her rights related to accommodation. The Accommodation Provider shall arrange for elimination/correction of the reported defects without undue delay.

2. If infliction of damage to the property of the Accommodation Provider is proved to the Accommodated Person, the duty to cover the costs related to damage will be imposed on the Accommodated Person.
3. The Accommodation Provider arranges for order and cleanliness in the shared premises of the dormitory, eventually in other areas according to the conditions of each particular dormitory. Further on, the Accommodation Provider supplies the Accommodated Persons with cleaning aids (such as: broom, dustpan, sweeper, bucket, and mop). Vacuum cleaner is provided for a respective fee.
4. The Accommodation Provider is entitled to enter the accommodation place without consent by the Accommodated Person due to a necessary check or other operational needs like accident for example.

## **Article VI.**

### **CESSATION OF CONTRACTUAL RELATION**

#### **1. Termination of Accommodation**

The accommodation terminates:

- a) upon the elapse of the period for which the accommodation was agreed by the Contract on Accommodation;
- b) upon a notice made by the Accommodated Person with the notice term of two months submitte in the perion 1.9. – 31.12. and one month in the period 1.1. – 30.6. starting to run on the first day of the month following the date of the notice delivery to the Accommodation Provider. The notice shall be filed electronically via <http://iskam-web.vse.cz>. The accommodation relationship ends after the expiration of the notice period. If the Accommodated moves out without giving proper notice, he will also be charged for the relevant notice period.
- c) upon an immediate termination of the Contract on Accommodation on the grounds of the Accommodation Provider's decision due to serious breach of the contractual obligations or good morals by the Accommodated Person despite a previous warning (electronically is sufficient) (the serious breach of the contractual obligations or good morals means always a rough violation of Accommodated Person's obligations determined by these GT, dormitory rules or as well as destruction of room or shared premises furnishing or equipment, contamination of room or shared premises of the dormitory, causing inconvenience to other Accommodated Persons or dormitory employees due to inappropriate behaviour or noise);
- d) before the agreed period of accommodation upon a written notice made by the Accommodation Provider with the notice term of 7 days starting to run as of the day when the Accommodation Provider got aware of the facts stated bellow under the points e), f) and g). These facts are:
  - the Accommodated Person ceased to be the student of VSE or other university. If the student successfully graduates from VSE, and depending on free capacity, he/she will be allowed to stay in the VSE dormitory till the end of the respective academic year. The VSE graduate shall be obliged to enter into a new Contract on Accommodation within three days since the date of his/her study termination. The

fee for the accommodation of the graduate shall be determined pursuant to the applicable price list;

- the Accommodated Person caused an intentional physical injury to another person or damage to property of SÚZ VSE within the premises of the dormitory or if he/she committed other serious act in breach to laws and regulations of the Czech Republic or rules issued by SÚZ VSE;
  - the Accommodated Person intentionally ceded the allocated accommodation to another person;
- e) by written notice issued by the Accommodation Provider with the notice term of three days which starts as of the first day of the month following the delivery of the notice to the Accommodated Person in a case of cessation of liabilities (in a way defined under general provisions of the Civil Code concerning cessation of liabilities), e.g. for impossibility to perform the Accommodation Provider's obligations arising from the Contract on Accommodation. For the purpose of these GT, impossibility to perform means e.g. the cases when the Accommodation Provider may not arrange for accommodation and provision of related services due to the dormitory state of disrepair under the decision of a respective state administration or local government authority or due to other objective reasons (serious damage to or destruction of the dormitory);
- f) by a written notification due to Accommodated Person's departure for a temporary study stay abroad organized by VSE under conditions of uninterrupted study at VSE. The notification shall be sent to the Accommodation Provider, namely to a head of the particular dormitory, by e-mail two weeks before the planned departure. The e-mail must state the date when the Accommodated Person shall move out from the dormitory (working day) but at the earliest 14 days before the departure for the study abroad. The contractual relationship shall be terminated when the Accommodated Person dully moves out from the dormitory, but at the earliest 14 days before the commencement of the study abroad according to the VSE Integrated Study Information System (InSIS).
- g) by the decision of the Accommodation Provider to terminate the accommodation contract for students of other universities due to the excess demand for accommodation by VŠE students. Accommodation ends on the basis of a notice from the Accommodation Provider with a notice period of one month, which begins to run on the first day of the month following the delivery of the notice.
- h) by the decision of the Accommodation Provider to terminate the accommodation without the right to a refund due to the excess demand for accommodation in case of non-arrival to the accommodation within the specified or agreed moving-in date, after 5 calendar days from this date.

## 2. Notice

- i. The notice given by the Accommodation Provider must contain a definition of the reason for termination and will be **delivered** to the Accommodated person electronically to the e-mail address specified in the accommodation contract. The notice shall be deemed to have been received on the tenth calendar day after its dispatch.

- ii. Accommodation Provider's decision about the notice or about immediate cancellation of the Contract on Accommodation is the final decision of VSE. If the Accommodated Person does not agree with the reasons stated in the notice, he/she may seek cancellation of the notice by a court decision pursuant to respective legal regulations.
- iii. **The warning** addressed by the Accommodation Provider to the Accommodated Person (in the sense of provisions of Article IV/1/c of GT as a call for correction of the state caused by the rough violation of good morals or breach of obligations arising from these GT and Dormitory Rules) must contain a definition of the Accommodated Person's wrong behaviour, and shall be delivered to him/her pursuant to the Article IV/2/a of GT in the same way as the notice given by the Accommodation Provider.
- iv. **The warning being a call for debt payment** shall be delivered to the Accommodated Person by e-mail to the e-mail address specified in accommodation contract.

### 3. Moving out from the Accommodation Facility

- i. When the accommodation is terminated pursuant to provisions of Article VI. (1) (c) of these GT, the Accommodated Person is obliged to free the allocated bed and to move out of the accommodation facility, namely within three days since the date when the notice term elapses or within three days since the immediate termination of the Accommodation Contract effect.
- ii. In cases of especially serious wrongful behaviour by the Accommodated Person (endangering security and property, a criminal act committed by the Accommodated person) the Accommodation Provider is entitled to move the Accommodated Person out immediately based on Accommodation Provider's written decision.
- iii. When the accommodation terminates and the Accommodated Person moves out from the facility, the Accommodated Person is obliged to sign out from the dormitory registration in the opening hours of the dormitory office immediately as the accommodation is terminated. He/she is obliged to restore everything in the room to its original condition, to hand over all loaned inventory, to return key (the VSE graduates and students of other universities shall return also their chip-card and the dormitory card (only at Vltava dormitory) - in case of failure to do so, the Accommodation Provider is entitled to charge the contractual penalty in amount of CZK 500).
- iii. When moving out the Accommodated person is obliged to hand over emptied and dully cleaned room in the same condition as the one he/she had taken the room in, with regard to usual wear and tear and with clean and undamaged wall paints, to the Accommodation Provider in person together with the room and unit key. When the room is vacated by the Accommodation Provider without involvement of the Accommodated Person, there shall be a protocol produced depicting the state of the place (room), including the list of Accommodated Person's belongings left there, and all that will be documented by photos to be attached to the protocol.
- iv. if the accommodated person makes the eviction without physically handing over the accommodation place by inserting the keys from the room into the designated box, he / she gives his / her consent to the control of the cleaning of common areas and the part of the room leaving him in his absence. In the event that the cleaning of the room (and cell) is found to be insufficient, he hereby consents to the deduction of the amount corresponding to the performed cleaning according to the valid price list of services from his ISKAM account or accommodation deposit. Cleaning of common areas of the cell and part of the

abandoned room must be performed within the scope of daily and weekly cleaning according to the dormitory rules at each eviction of the accommodated person, regardless of whether other residents remain in the room (and cell).

- vi. An integral part of the moving out is the mutual property settlement of obligations arising on the basis of the accommodation contract concluded between the Accommodation Provider and the Accommodated Person (payment of any claims), no later than on the day of handing over the place of accommodation to the Accommodation Provider. An accommodation deposit can be used for this purpose, for which the Accommodated Person hereby consents. Accommodation provider undertakes to manage this deposit correctly and sent any overpayment within 30 days,
- vii. For the case that the Accommodated Person does not meet his/her obligations, does not abandon the accommodation facility within three days from the termination of his/her Accommodation Contract, and does not dully hand over and clean the allocated room, signing the Contract on Accommodation he/she expresses his/her consent to have the accommodation facility freed and cleaned by the Accommodation Provider at the expense of the Accommodated Person, and simultaneously undertakes to reimburse such expenses to the Accommodation Provider in a full scope.
- viii. For the case the accommodation facility is to be freed by the Accommodation Provider at the expense of the Accommodated Person and if there are things or property of the Accommodated Person left, the Accommodated Person signing the Contract on Accommodation expresses his/her consent to have such things stored by the Accommodation Provider for two months period. During that time the formely Accommodated Person can come and take those things. After this period those things will be sold or liquidated based on Accommodation Provider's decision.

## **Article VII.**

### **SUMMER ACCOMMODATION**

1. Informations about summer accommodation are available on the website of [Department for the Administration of Facilities](#)
2. Rent payment for less than 2 months will be made by credit card in the day of moving in or in ISKAM interface before.
3. Rent payment for a period of 2 months or more can be divided into payments by month. Maturity date is specified in profile of resident at ISKAM.
4. The contractual relationship established by the summer accommodation contract shall be terminated by notice of the resident and the notice period shall be only 14 days and shall commence on the first day after the notice is given. The notice has to be filed through the information system ISKAM.

## **Article VIII.**

### **GENERAL AND FINAL PROVISIONS**

1. Conclusion the Contract on Accommodation the Accommodated Person confirms that he/she is acquainted with these GT, and commits to obey to their provisions in full scope.
2. The Accommodated Persons are also obliged to follow the binding internal regulation of VSE called "DORMITORY RULES" which regulates other rights and duties of the Accommodated Persons in the course of their accommodation. Each Accommodated Person is obliged to get acquainted with it before moving into the dormitory.
3. The Department for the Administration of Facilities of VSE in Prague, Jeseniova 2769/208, 130 00 Prague 3 is the administrator of personal data of the Accommodated Persons. The Accommodation Provider declares that the personal data of the Accommodated Persons (data subject), processed in accordance to Article 6 (1) b) (i.e. for the purpose of Accommodation Contract performance) and f) (i.e. for the purpose of rightful interests of the Accommodation Provider) of the European Parliament and EU Council Regulation no. 2016/679 dated on April 27, 2016 on protection of natural persons in respect of personal data processing and free movement of data, and cancellation of the Directive no. 95/46/EC (hereinafter just "Regulation" shall be handled in accordance with the provisions of the Regulation in order their safety, integrity, confidentiality and up-to-datedness are assured, and basic rights and freedoms of the Accommodated Persons are guaranteed.
4. The Accommodated Person is aware and agrees that the Accommodation Provider shall collect, process and store the data for the purposes of Accommodated Persons registration, check of legitimacy of their lodging in respect of regulations stated in the previous paragraph (Article VII/3), and/or other regulations, further on for evidence and control of payments related to accommodation, and namely for the period up to five years (eventually six years in case of foreigners) from termination of the accommodation, latest. In the sense of this agreement, personal data processing and their protection means also monitoring of the shared premises of the dormitory (entry area, open connection corridors, staircases, escape exits) through a system of cameras, namely for security and fire-fighting reasons; there is a visible warning about the fact that the areas concerned are under monitoring. Personal data of the Accommodated Persons shall not be provided to any other administrators or receivers.
5. Other facts related to accommodation and not regulated by these GT shall be governed by respective provisions of Act no. 89/2012 Sb., Civil Code, as well as other applicable legal regulations of the Czech Republic.
6. These GT are coming into force as of being signed by the DAF VSE director and become valid and effective since May 1<sup>st</sup>, 2022 for the whole 2022/2023 academic year.

In Prague this day of **29.4.2022**

**Ing. Ota Zima, CSc. MBA v.r.**

FMD VSE Director