

ACCOMMODATION AGREEMENT

part: "GENERAL ACCOMMODATION TERMS AND CONDITIONS IN THE DORMITORIES OF CHARLES UNIVERSITY" (hereinafter the "GATC")

I.

Accommodation Fees and Services Provided in Connection with Accommodation

1. The accommodation fee means payment of the standard accommodation price for the relevant dormitory pursuant to the accommodation provider's valid price list, and the price for the use of additional services.
2. Services provided together with accommodation, the price of which is included in the standard accommodation price, are specified as follows:
 - a) heating, supply of hot and cold water, and electricity, as the case may be gas,
 - b) replacement of bed linen,
 - c) cleaning of common areas and removal of household waste,
 - d) porter/reception services,however, any outage (i.e., temporary non-provision of a service) due to a malfunction or force majeure does not entitle the accommodated person to a reduction of the accommodation price.
3. Other services and their prices are specified by a measure of the Director – the Price List of Services Provided in the Dormitories of Charles University (hereinafter the "service price list").
4. The accommodation provider's price lists are published on the dormitory notice board and on the accommodation provider's official notice board (www.kam.cuni.cz/opatření of the Director).

II.

Rights and Obligations of the Accommodated Person

1. The accommodated person has the right to use the premises reserved for accommodation (hereinafter the "room"), as well as to use the dormitory's common areas and to use services whose provision is connected with accommodation.
2. The accommodated person is obliged to:
 - a) properly use the room as well as the dormitory's common areas,
 - b) familiarize themselves with the following documents and comply with them:
 - Accommodation Agreement, in particular the GATC part,
 - Rules for the Provision of Accommodation and Catering Services of Charles University (hereinafter the "Service Rules"),
 - Accommodation Principles in the Dormitories of Charles University (hereinafter the "Accommodation Principles"),
 - Dormitory Rules of the Charles University student dormitory (hereinafter the "Dormitory Rules"), including any details set for individual dormitories,
 - Self-cleaning Guidelines applicable to the relevant dormitory,
 - the accommodation provider's price lists (Determination of Standard Accommodation Prices in the Dormitories of Charles University (hereinafter the "University"), the service price list, and the damage price list.
 - instructions for accommodated persons in the University's student dormitories regarding compliance with and ensuring fire protection,
 - c) pay the accommodation fee in accordance with Article VI,
 - d) notify the accommodation provider in advance at the accommodation office of the use of their own electrical appliances, including the necessary identification and technical data, except for appliances with power input not exceeding 10 W or appliances used for personal hygiene. All appliances must comply with valid technical and safety standards^{2a}. The accommodation provider may prohibit the use of an appliance for technical or safety reasons.
 - e) notify the accommodation provider at the accommodation office (hereinafter the "accommodation provider"), within 5 working days from the relevant event, of any change in personal data or other data stated in the agreement,

- f) promptly notify the accommodation provider of the need to carry out repairs in the room or in the common areas,
 - g) act in such a way as to prevent damage to the property of the accommodated person or the accommodation provider (meaning to lock the room consistently every time it is left and also to lock it from the inside at night while sleeping),
 - h) immediately report any damage caused or discovered to the accommodation provider.
3. Without the accommodation provider's consent, the accommodated person must not:
- a) make substantial changes to the room or to the common areas,
 - b) offer or knowingly make the accommodation premises reserved for them available to another person,
 - c) establish their permanent residence or place of business at the dormitory address.
4. In the dormitory premises, the accommodated person must not:
- a) possess or carry weapons and ammunition^{L11}, as well as store or otherwise keep explosives and explosive items^{3a}, including entertainment pyrotechnics,
 - b) possess, produce, or keep narcotic or psychotropic substances or poisons^{L21}, unless these are medicines prescribed to the accommodated person by a physician,
 - c) damage or misuse fire extinguishers or other tangible fire protection equipment and fire safety devices, or prevent their use — such conduct constitutes an offence in the area of fire protection for which the competent Fire Rescue Service authority may impose a fine of up to CZK 20,000^{L31},
 - d) smoke outside the areas designated for this purpose.
5. The accommodated person is obliged to move out on the day the agreed accommodation period ends, or on the day on which the accommodation terminated pursuant to Article VII(1)(a) of this agreement. If the accommodated person fails to do so, they are obliged to pay the accommodation provider the standard accommodation price increased by a contractual penalty of CZK 200 for each day of delay in moving out. Furthermore, the accommodated person is obliged to move out no later than within 3 calendar days from the day of delivery of the accommodation provider's notice of withdrawal from the agreement pursuant to Article VII(1)(c) or (d), unless otherwise agreed with the accommodation provider. If the accommodated person does not move out, the accommodation provider is entitled to clear the premises at the accommodated person's expense and store their belongings in designated premises.
6. The accommodated person is obliged to personally hand over to the accommodation provider the room or the common areas within the unit, vacated and properly cleaned, in the condition in which the accommodated person took them over, taking into account normal wear and tear. Upon handover of the room, or upon its clearing by the accommodation provider, a description of the condition in which the room is taken back by the accommodation provider will be recorded in the "Room Handover Record".
7. The accommodated person is obliged to settle any receivable arising under the agreement no later than on the day of handing over the room to the accommodation provider, or on the day the room is cleared by the accommodation provider.
8. The accommodated person is obliged to perform routine cleaning in the room or in the common areas within the unit in accordance with the Self-cleaning Guidelines applicable to the relevant dormitory. The accommodated person also acknowledges that they provide cleaning and disinfecting agents for self-cleaning at their own expense and that they will use commonly available antibacterial products for disinfection. The accommodation provider provides cleaning tools and equipment (e.g., broom, dustpan, brush, bucket, mop). An electric vacuum cleaner, if available in the dormitory, is lent for a fee.
9. The accommodated person is further obliged to monitor whether any unusual events occur in the room or in the dormitory's common areas, e.g., water leakage through building structures, faults in electrical wiring, excessive heating thereof, or the occurrence of undesirable animals (e.g., ectoparasites, cockroaches, rodents, etc.). The accommodated person is unconditionally obliged to notify the accommodation provider of all such events immediately.

10. The accommodated person is obliged to allow authorized employees of the accommodation provider, under the conditions set out in the Dormitory Rules, to carry out a physical inventory of the University's property in the room reserved for their temporary accommodation.

III.

Rights and Obligations of the Accommodation Provider

1. The accommodation provider is obliged to hand over to the accommodated person the room or the common areas within the unit in a condition fit for proper use and to ensure the undisturbed exercise of the accommodated person's rights connected with accommodation. Upon handover of the room or the common areas within the unit, an addendum to the agreement will be concluded with the accommodated person; this addendum includes the "Room Handover Record" describing the condition in which the room is taken over by the accommodated person.
2. The accommodation provider shall ensure the removal of reported defects without undue delay.
3. The accommodation provider shall ensure the removal of reported damage without undue delay. The accommodation provider may impose on the accommodated person an obligation to reimburse the related costs if the accommodated person is proven to have caused the damage.
4. The accommodation provider is obliged to comply with the Service Rules and the Dormitory Rules.
5. The accommodation provider ensures order and cleanliness in the dormitory's common areas, or in other areas, according to the conditions in the relevant dormitory.
6. Upon request, the accommodation provider is obliged to allow the accommodated person to familiarize themselves on-site, prior to signing the agreement, with the regulations referred to in Article II(2)(b).
7. The accommodation provider is entitled to change the room reserved for the accommodated person and assign another one:
 - a) at the accommodated person's request,
 - b) in cases of operational need; operational need also means optimization of the use of the dormitory's bed capacity pursuant to Article IV,
In such case, the parties will conclude a new addendum to the agreement – a Room Handover Record – stating the new room number.

IV.

Conditions for Using Optimization of Dormitory Bed Capacity

1. In the event of operational need due to optimization of the dormitory's bed capacity, the accommodated person is obliged, upon the accommodation provider's request, to permanently or temporarily move within the same dormitory. Based on operational possibilities, the accommodated person will be offered an adequate relocation option.
2. If the accommodated person relocates under paragraph 1, they will be granted a one-time discount in accordance with the accommodation provider's valid price list. The accommodation fee will then be charged as follows:
 - a) if relocated to the same bed type or to a bed with a higher price, the accommodated person will retain the original standard accommodation price,
 - b) if relocated to a bed with a lower standard accommodation price, that lower price will be charged.

The accommodated person will receive the relocation request electronically and it will also be posted on the relevant dormitory's notice board. If the accommodated person does not respond within 7 days from the posting date on the dormitory notice board, they will receive a second request in the same form (where local conditions allow, the request will additionally be delivered to the accommodated person's dormitory mailbox). If the accommodated person does not relocate within 7 days from the posting date of the second request, their current accommodation price will be increased by an amount equal to 50% of the standard price valid for the given room and bed.

3. Relocation due to optimization of bed capacity may be carried out only once per academic year. Any further relocation is possible only with the accommodated person's explicit consent and after granting a one-time discount in accordance with the accommodation provider's valid price list.

4. In the event of an emergency or reconstruction in a dormitory, the accommodation provider may proceed with a mass relocation of accommodated persons even to another dormitory. In the case of relocation due to reconstruction, the accommodation provider must post such notice on the dormitory notice board at least 1 month in advance, and the accommodated person will be granted a one-time discount in accordance with the accommodation provider's valid price list.

V. Long-Term Deposit

1. The accommodated person declares that, within the time limit and in the manner set out in the Accommodation Principles, they have paid the accommodation deposit, or, within the time limit and in the manner set out in the Accommodation Principles, they have sent confirmation of the accommodation reservation together with a request to defer the due date of the deposit; in such case, the accommodated person is obliged to pay the deposit in the same amount together with the first accommodation payment.
2. The deposit under paragraph 1 constitutes funds to cover the last month of accommodation under this agreement or to settle the accommodation provider's receivables pursuant to Article II(7).
3. If an accommodation applicant pays the long-term deposit but does not commence accommodation in the relevant dormitory by 30 September of the given year and at the same time does not notify the dormitory accommodation office of a postponed start date, their bed reservation is cancelled. The long-term deposit will be refunded after posting an amount under the accommodation provider's valid price list, representing the accommodation provider's handling fee for cancelling the reservation.

VI. Payment Terms

1. For long-term accommodation, the accommodated person is obliged to pay the first payment by submitting a payment order for CZK 3,000, with the particulars under paragraph 5, no later than 7 working days before the start date at the dormitory. This payment will be set off against the assessed payment for the current and the following calendar month; any settlement will be made within the payment for the next calendar month. In this context, no contractual penalty under paragraph 8 will be charged for any underpayment for the current and following calendar month arising because the assessed payment exceeds CZK 3,000. No later than the day before the start date at the dormitory, the accommodated person is obliged to verify via the Internet at <http://rehos.cuni.cz>, or retrieve in their e-mail inbox, confirmation from the accommodation provider that the amount of CZK 3,000 has actually been credited to their accommodation account. If the amount has not been credited, the first payment must be paid in cash on the start date at the dormitory at the relevant dormitory's accommodation office, and the proven cashless payment of CZK 3,000 will be set off against the next assessed payment unless the accommodated person personally requests, at the accommodation office, that it be returned to the account from which it was sent to the accommodation provider.
2. The amount of the accommodation price for the following month will be communicated to the accommodated person electronically no later than 5 days before the payment date specified in this agreement.
3. Payment for the next period (including the second payment) will be made as follows:
 - a) by direct debit (hereinafter "direct debit"),
 - b) by cashless bank transfer order or postal order,
 - c) exceptionally, also in cash at the accommodation office, by payment card, via an electronic payment gateway,
4. The accommodated person shall enter the bank account details and set up consent to direct debit in the prescribed manner no later than 10 calendar days before the date on which the direct debit is to be executed; the consent may be revoked within the same time limit. Direct debit will always be executed on the 20th day of the calendar month in advance for the following month. Direct debit can be set up at <https://rehos.cuni.cz>. Payment by direct debit presumes that the accommodated person has sufficient funds in their account to cover the debited amount (i.e., the assessed payment for the following month) so that the direct debit can be carried out. If the accommodated person finds that the direct debit has not been deducted from their account by the 20th day of the relevant month, they are obliged to keep the assessed amount available in their account until the direct debit

is executed, at least until the 27th day of the calendar month. This method is binding for the accommodated person once they have granted consent to direct debit and have not revoked it.

5. Payment may also be made by a bank transfer order or by a Czech Post postal money order type "A".

The accommodated person shall issue the payment order to the accommodation provider's account maintained with Česká spořitelna, a.s.

- a) by transfer to account no.: 19-3093939319/0800 – exclusively for payments in CZK from a bank in the Czech Republic, or
- b) by transfer from an account held abroad to the account in IBAN format: CZ22 0800 0000 1930 9393 9319, SWIFT (BIC): GIBACZPX – any costs incurred in crediting a payment from an account held abroad will be charged by the accommodation provider to the accommodated person's account.

To identify the payment, the accommodated person is always required to use, as the variable symbol, the person number stated on the University student card (*a student of another higher-education institution or university shall use the variable number assigned by the accommodation system*), and, as the specific symbol, their date of birth (in DDMMYY format). A foreign national, with the exception of a citizen of the Slovak Republic, shall state the last four digits of their travel document number; if their travel document is replaced during the accommodation period, they shall continue using the same specific symbol.

6. Cash payments will be accepted by the dormitory accommodation office only exceptionally, in cases deserving special consideration (e.g., students holding a ZTP or ZTP-P disability card), and further in cases of payment of an accommodation debt and upon termination of accommodation in the dormitory, always only during the accommodation office's official hours.
7. The accommodated person is obliged to pay the accommodation fee by the 20th day of each calendar month in advance for the following month, using the payment method they have chosen (see paragraph 3).
8. If the accommodated person fails to fulfil the payment obligation under paragraph 7, they are obliged to pay the outstanding amount in cash or by bank transfer to the accommodation provider's bank account within 5 calendar days after an electronic notice to pay the debt has been delivered to them. If the accommodated person does not pay the outstanding amount even after this notice in the manner and within the time limit specified in the first sentence, they are obliged to pay the outstanding amount, increased by a contractual penalty according to the accommodation provider's price list, together with the accommodation fee for the next period. If the accommodated person pays only one monthly amount, such payment is set off against the oldest accommodation receivable under this agreement.
9. The current status of the key data relevant for accommodation payments is available to the accommodated person via the Internet at <http://rehos.cuni.cz>.

VII. Termination of Accommodation

1. Accommodation terminates:

- a) upon expiry of the period for which accommodation was agreed under this agreement, unless the parties agree in writing to extend the accommodation period.
- b) before expiry of the agreed accommodation period, by written notice of termination given by the accommodated person, even without stating a reason, with a 30-day notice period running from the day following the day the notice is delivered to the accommodation provider; this does not affect the accommodated person's liability for damage potentially caused to the accommodation provider by premature termination under Section 2330(2) of the Civil Code. In case of doubt, the notice is deemed delivered to the accommodation provider on the third day after it is sent.

Damage which the accommodation provider could not prevent is always deemed to be an amount corresponding to the price difference between the accommodation fee that should have been paid under this agreement and the accommodation fee that, based on the valid price list, would be payable if an agreement were concluded for the accommodation period actually realized. If the 30-day notice period is not observed, the damage also includes a payment corresponding to the standard accommodation price for the given capacity for the following 25 days from the date on which the accommodated person's accommodation terminated.

If the accommodated person terminates the agreement for documented health or social reasons deserving special consideration, or due to a documented study stay abroad organized by the

University, they shall not reimburse the accommodation provider for the damage incurred; the accommodation provider decides whether to recognize the reasons.

If the accommodated person, who has concluded an agreement for the duration of their studies pursuant to the Accommodation Principles, terminates the agreement because they do not intend to accept a possible change in the accommodation fee in the dormitory, a change to these GATC, or a change to the Dormitory Rules, they shall not reimburse the accommodation provider for the damage incurred.

c) before expiry of the agreed accommodation period, by written notice of termination given by the accommodation provider without a notice period, if the accommodated person, despite a warning, grossly breaches their obligations under the agreement and/or good morals. A gross breach of obligations under the agreement or good morals always includes non-payment of the accommodation fee, destruction of room furnishings or the dormitory's common areas, soiling of the room or the dormitory's common areas, harassment of other accommodated persons by inappropriate behavior, etc.

d) before expiry of the agreed accommodation period, by written notice of termination given by the accommodation provider without a notice period and without prior written warning, if:

di) the accommodated person ceased to be a student of the University or another higher-education institution, except for successful completion of studies at the University or another higher-education institution,

dii) the accommodated person intentionally caused bodily harm to another person on the dormitory premises, or caused damage to property of the University or another accommodated person in the amount of at least CZK 10,000,

diii) the accommodated person knowingly made the premises reserved for their accommodation available to another person,

e) in the manner provided for by the general provisions of the Civil Code on termination of obligations, e.g., by subsequent impossibility of performance, which for the purposes of this agreement means, for example, cases where the accommodation provider, due to an emergency condition of the dormitory premises based on a decision of the competent state administration or self-government authorities, or for other objective reasons (damage to or destruction of the dormitory), is unable to provide accommodation and the services connected with accommodation.

2. A notice of termination given by the accommodation provider is delivered to the accommodated person either personally in the dormitory against their signature, or to the mailing address stated by them as a registered letter with return receipt, into their own hands; if delivered through a postal service provider, the notice is deemed delivered upon expiry of the tenth calendar day from the day the shipment is deposited with the postal service provider, regardless of whether the accommodated person learned of the deposit. The accommodated person is simultaneously informed of the sending of the notice by e-mail.
3. A warning, as a request to remedy a situation arising from a gross breach of good morals in the dormitory or otherwise a gross breach of obligations under this agreement, is delivered to the accommodated person either personally in the dormitory against their signature (refusal to accept the document has the effects of delivery in this case; a record of the refusal must be made) or through a postal service provider as a registered letter with return receipt into their own hands; if delivered through a postal service provider, the warning is deemed delivered upon expiry of the tenth calendar day from the day the shipment is deposited with the postal service provider, regardless of whether the accommodated person learned of the deposit. The accommodated person is simultaneously informed of the sending of the warning by e-mail.
4. A warning, as a request to pay a debt, is delivered to the accommodated person by e-mail. The accommodated person expressly agrees that if they are in default with payment of the accommodation fee, the accommodation provider may also publish a notice (stating the accommodated person's name and the amount due) on the notice board of the relevant dormitory.
5. Termination of accommodation does not affect receivables that have arisen under the agreement.

VIII. Other Arrangements

1. The accommodation provider declares that the personal data of the accommodated person stated in this agreement will be processed exclusively in accordance with the General Data Protection Regulation (GDPR), approved by the European Parliament on 14 April 2016 and effective from 25 May 2018. As controller, the accommodation provider collects, processes and stores personal data as a legal and

contractual requirement and also to protect its legitimate interests – for further information see the Information Memorandum on the processing of personal data at the Dormitories and Refectories of Charles University, published on the accommodation provider's official notice board. Processing and protection of personal data under this provision also includes protection of the accommodation provider's property, and the life and health of persons through a permanent CCTV system, i.e., monitoring of the dormitories' common areas (building entrances, open connecting corridors, staircases, emergency exits). The CCTV system is indicated in the affected areas in advance by a visibly placed pictogram, including identification of the accommodation provider (controller) and information on where further details can be obtained.

2. The accommodated person acknowledges that the dormitory is not a place for bringing in or storing larger amounts of cash, as well as passbooks, foreign currency, securities, jewelry, and exceptionally valuable personal items of similar value.
3. The accommodated person acknowledges that, when commencing accommodation in the given dormitory, it is in their own interest to find out the method of delivery of postal items addressed to them, in particular items from authorities and public bodies. If the method of delivery used in the dormitory does not suit the accommodated person, they may set up a data box (datová schránka) for an individual for the delivery of official correspondence; setting it up and using it is free of charge.
4. For other matters not governed by this agreement, the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, as well as other applicable legal regulations, shall apply.
5. Both parties undertake to conclude, on the day the accommodated person moves into the dormitory, an addendum to the agreement containing:
 - a) the room number in which temporary accommodation will be provided to the accommodated person,
 - b) the e-mail address which the accommodated person has designated as binding for communication by e-mail with the accommodation provider and the accommodation system,
 - c) the "Room Handover Record".
6. This agreement becomes effective on the day the advance payment is paid, or on the day confirmation of the request under Article V(1) is delivered.
7. The agreement also ceases to be valid and effective if the accommodated person's declaration under Article V(1) does not correspond to reality, as of the date stated in the accommodation provider's notice of the agreement's loss of validity and effectiveness for the stated reasons.

These document is valid and effective as of 12 September 2024.