



Conditions of Hotel Accommodation at the UHK Halls of Residence – General Terms and Conditions

Article 1

Basic provisions

1. The Halls of Residence (hereinafter referred to as the HR) is an accommodation facility of the University of Hradec Králové (hereinafter referred to as the UHK). These Terms and Conditions of Hotel Accommodation at the UHK Halls of Residence – General Terms and Conditions (hereinafter referred to as the GTC) apply to the conclusion of short-term hotel-type accommodation, the procedure for concluding a contract for such accommodation, and regulate the general rights and obligations between the accommodated person (hereinafter referred to as the Client) and the accommodation provider, i.e. the HR (hereinafter referred to as the Provider). These terms and conditions apply generally to all hotel guests, other than students of the UHK, accommodated under an accommodation contract for at least one month. For hotel guests staying for a period of one month or longer (hereinafter referred to as the Long-Term Accommodation), the Provider requires the conclusion of a written accommodation contract between the Provider and the Client; in such a case, these GTC shall apply subsidiarily, in particular to the process of requesting and offering accommodation, binding order for services, cancellation of bookings, etc.
2. The contractual relationship between the Provider and the Client shall be governed in priority by these GTC, or by the relevant accommodation contract concluded between the Provider and the Client. The individual provisions contained in the accommodation contract, or in the written confirmation of the Provider's reservation and/or their annexes shall prevail over the provisions of these GTC. The Provider reserves the right to include other terms and conditions in his offers and/or advertising materials that take precedence over these GTC. If a provision is not expressly provided for, the relevant provisions of the Civil Code shall apply. Furthermore, the contractual relationship is governed by the applicable price list, the fire and safety

regulations of the HR, generally applicable regulations of the Czech Republic and, to the extent applicable, the UHK Halls of Residence Rules.

3. The HR are located in Palachova Street No. 1129 to 1135 in Hradec Králové.
4. The HR may provide accommodation to other persons for a fee only if it is not detrimental to the mission of providing accommodation to students of the UHK in Bachelor's, Master's and doctoral degree programmes.

Article 2

Procedure for booking and concluding the accommodation contract

1. The Provider offers accommodation and other related services to clients on a non-binding basis via its website,¹ in particular the valid price list of hotel accommodation, via approved intermediaries and via the Provider's advertising materials (hereinafter referred to as the Offer). The information contained in the Offer is for information purposes only. This indicative Offer does not constitute an offer within the meaning of Section 1731 or Section 1732 of the Civil Code, nor does it constitute a public promise pursuant to Section 1733 of the Civil Code. This indicative Offer does not entitle the Client to conclude an accommodation contract. The Offer is valid for the period and under the conditions stated therein, and the Provider reserves the right to unilaterally change or specify the specific terms of the offer before the conclusion of the accommodation contract.
2. The Client sends the accommodation and service request (hereinafter referred to as the Order) to the Provider via the electronic reservation form on the Provider's website, by e-mail sent to the Provider's address: koleje@uhk.cz, or in any other way. The Order must be made in writing. By sending the Order to the Provider, the Client confirms that he/she has fully acquainted himself/herself with these GTC and accepts them as conditions and an integral part of the accommodation contract. The Client is obliged to fill in the details in the booking form/email order in full (including any ID or tax ID number) and truthfully, and no further or other changes are possible after the Order has been sent via the booking form and would be considered a new Order (where the original Order ceases to be valid).² In the case of an e-mail Order, the Provider may request additional information that is necessary to conclude the accommodation contract, in which case the Client is obliged to

¹ <https://www.uhk.cz/cs/univerzita-hradec-kralove/uhk/celouniverzitni-pracoviste/sprava-vysokoskolskych-koleji>

² The data necessary to make an Order are considered to be the identification and contact details of the Client, the date of arrival, the date of departure, the type of accommodation required (especially the layout of the rooms) and the number, names and ages of the persons to be accommodated.

complete it without undue delay. The Provider reserves the unlimited right to refuse the Order, even without giving a reason.

3. Upon receipt of the Client's Order, the Provider will verify the capacity and other conditions and send the Client a written binding confirmation of the Order by e-mail which will include the final price calculation of accommodation and services, payment terms and payment instructions with the following details: identification and contact details of the Provider, identification and contact details of the Client, date and time of arrival, date and time of departure, number of nights, type of accommodation, number, names and ages of persons, gender of persons, calculation of any discounts and instructions for payment of the total price and cancellation insurance (if agreed) (hereinafter referred to as the Confirmed Booking or Booking Confirmation). This confirmation by the Provider and its sending to the Client makes the booking binding and at the moment of this confirmation the booking of accommodation and services becomes guaranteed by the Provider.
4. The Client is obliged to pay the total price in the manner and under the terms of payment specified in the Booking Confirmation following the delivery of the Booking Confirmation to the Provider.
5. In the event of any typing or counting errors or other misstatements or other discrepancies in the Offer, Order and/or Booking Confirmation, the Provider reserves the right to correct such errors or other discrepancies by himself or upon written request of the Client.
6. If circumstances arise that prevent the Provider from providing the accommodation and/or service to the Client according to the Booking Confirmation, and if, due to the situation, it is possible to provide the Client with other accommodation and/or an alternative service in the scope and quality identical or at least close to the originally ordered accommodation and/or service, or to provide the same accommodation and/or service on an alternative date, the Provider is entitled and obliged to make the corresponding changes. In this case, the Provider shall inform the Client without undue delay of the conditions of the change and propose the change to the Client. The Client is entitled to withdraw from the contract in the event of disagreement with such notified change. The Provider is then obliged to return all payments made in connection with the contract to the Client in the event of withdrawal from the contract. The cancellation fee provisions of these GTC do not apply to the payments returned under this paragraph. If the Client does not withdraw from the contract within 5 days of receiving notice of such change, he/she shall be deemed to have agreed to such change.

7. If the Client has booked a single room or a smaller apartment and has received a Booking Confirmation, the Client will be charged the price of accommodation according to the Booking Confirmation even if a larger room or apartment is provided for operational reasons on the part of the Provider.
8. The Provider shall not be liable for changes caused by force majeure, decisions of public authorities, extraordinary circumstances or events that could not have been foreseen by the Provider or that could not have been prevented even with all reasonably required efforts.
9. In the case of long-term accommodation for a period of one month or longer, the terms and conditions of accommodation will be specified in an accommodation contract concluded between the Provider and the Client; in this case, the Booking Confirmation applies only to the first month of accommodation and the Client is not entitled to request accommodation from the Provider beyond this period without concluding a separate written accommodation contract.

Article 3

Payment terms and prices

1. The Provider has the right to require the Client to pay the total price of the accommodation and services listed in the Booking Confirmation before they are provided, if this is implied by these GTC or the Booking Confirmation. The terms and conditions of payment of the price of long-term accommodation are set out in the accommodation contract.
2. The total price for accommodation and services is paid, unless otherwise stated in these GTC or in the Booking Confirmation, usually by wire transfer to the Provider's account specified in the payment instructions. Payment means crediting the relevant amount to the bank account of the Provider on the last day of the period at the latest. The total price for accommodation and services can also be paid in person at the Halls of Residence reception in cash or by credit card.

Unless otherwise stated in the Booking Confirmation, the day of check-in is the latest date for payment of the total price for accommodation and services.

3. Failure by the Client to meet the deadline for payment of the total price or part thereof entitles the Provider to withdraw from the contract and the Client is obliged to pay the Provider the costs associated with this (cancellation fees), the calculation of which is governed by the conditions set out in Article IV, paragraph 2 of these GTC.

4. Accommodation price means the price stated in the valid price list of the hotel accommodation as the price of accommodation for the respective room for the number of persons stated in the Booking Confirmation. The service price means the price stated in the Booking Confirmation as the price of the services ordered. Total price for accommodation and services means the price stated in the Booking Confirmation as the total price with any discounts granted, including taxes.
5. The Provider is not entitled to unilaterally increase the total price for the duration of the booking, except in the following cases:
 - a) If there is an agreed and confirmed change in the Booking (e.g., change of room type, number of persons, etc.);
 - b) If the Client does not prove or substantiate that the conditions for granting the claimed discount are met;
 - c) If there is a change in the legislation or the rates of value added tax;
 - d) When the period between the sending of the Booking Confirmation and the arrival at the accommodation exceeds three months and during this period there is an increase in the price of the accommodation and/or the services of the Provider, but this increase in the total price does not exceed 20% of the total price stated in the Booking Confirmation.
6. The Provider's prices of accommodation and services are set within the Provider's price list of the hotel accommodation and their payment is made in Czech crowns (CZK).

Article 4

Cancellation of booking and accommodation contract and cancellation fees

1. The Client has the right to terminate the accommodation contract at any time prior to arrival without a notice period or to withdraw due to a material breach of obligations by the Provider. If the Client's right to withdraw from the contract which is granted by law or contract (or these GTC) under certain conditions due to a material breach of the Provider's obligations is not exercised, or if the Provider terminates or withdraws from the contract due to a breach of obligations by the Client, the Client is obliged to pay the Provider a cancellation fee. In the case of long-term accommodation, this Article shall apply only if the parties have not concluded a written accommodation contract, unless the contract provides otherwise.

2. The amount of the cancellation fee is negotiated depending on the time remaining from the date of receipt of effective notice by either party or withdrawal from the contract by the Provider to the date of arrival at the accommodation, specified in the Booking. The amount of the cancellation fee is calculated as a percentage of the total price specified in the Booking. Upon such termination or withdrawal:
 - 14-21 calendar days before arrival, the cancellation fee is 50% of the total price;
 - 4-14 calendar days before arrival, cancellation fee is 75% of the total price;
 - 1-3 calendar days before and on the day of arrival, the cancellation fee is 100% of the total price;
 - 100 % of the total price after the day of arrival.

Cancellation fees are not applicable for cancellations made more than 21 calendar days prior to arrival.

In determining the number of days remaining until the date of arrival at the accommodation for the purpose of calculating the cancellation fee, the date of delivery of the written notice or withdrawal to the other party shall be included in this number of days, but the date of arrival at the accommodation shall not be included.

In the case of long-term accommodation, the cancellation fee is calculated only on the first 14 days of accommodation according to the Booking Confirmation / $\frac{1}{2}$ of the monthly price of the apartment.

3. Both the notice and the withdrawal must be in writing and must be delivered to the other party. The accommodation contract is cancelled on the date on which the written notice or withdrawal is delivered to the other party. This is without prejudice to paragraph 4.
4. In the event that the Client fails to arrive at the accommodation on the day of arrival and/or fails to use the booked number of days of accommodation and/or the booked services according to the Booking Confirmation without the fault of the Provider, the Client shall not be entitled to any financial and/or other compensation and/or provision of alternative accommodation or services in relation to the Provider and the Provider shall be entitled to 100% of the total price of the accommodation and services specified in the Booking Confirmation. In the case of long-term accommodation, the Provider is entitled to 100% of the price for the first 14 days of accommodation as stated in the Booking Confirmation / $\frac{1}{2}$ of the price for the monthly accommodation in the apartment.

5. The Client is obliged to arrive at the accommodation on the day of arrival no later than 18:30, unless otherwise agreed between the parties. If the Client does not arrive by this date or does not contact the Provider in advance, he/she may not be admitted to the Halls of Residence on the day of arrival (due to unoccupied reception desk) and may be allowed to stay from the next day. In the event that the Client does not arrive even by 10:00 a.m. on the following day, the Provider is entitled to unilaterally withdraw from the Confirmed Booking by the expiry of this deadline, whereby the Client loses the right to accommodation and services according to the Booking Confirmation with the consequences according to paragraph 4 of this article of the GTC and the Provider is entitled to provide accommodation and/or services to another Provider's client. In the event that the Client fails to arrive on time for the accommodation due to force majeure, the Client is obliged to inform the Provider thereof without undue delay and, if possible, before the deadline for check-in (i.e. before 18:30, unless otherwise agreed); in proven cases of force majeure not caused by the Client, the third sentence of this paragraph shall not apply.
6. In the event that the Client fails to arrive at the accommodation on the day of arrival according to the Booking Confirmation or even by 10:00 a.m. the next day and the Provider decides not to withdraw from the Confirmed Booking and the accommodation contract after agreement with the Client, and in the event the Client starts using the agreed and confirmed accommodation from the next day or later, the Client is still obliged to pay the full price for the accommodation according to the Booking Confirmation, even though it was only partially used.
7. After the effective termination or withdrawal from the contract, the Provider is obliged to return to the Client all payments received from him/her, after deduction of the cancellation fee, the price for the accommodation already used, or other payments under the contract, if the total amount of payments paid by the Client in accordance with these GTC has not been spent, within 14 days from the delivery of the termination or withdrawal from the contract. In the event that the payment received from the Client (or, in case the Client had arranged cancellation fee insurance, the consideration from the insurer) is insufficient to cover the cancellation fee or other payments under the contract, the Client is obliged to transfer the amount due to the bank account of the Provider without undue delay after the effective termination of the contract.
8. The Provider is entitled to withdraw from the contract in cases where the Client substantially violates the obligations set out in the contract, these GTC, Article 7 of the Halls of Residence Rules or other operating rules of the Provider and/or the laws of the Czech Republic. The Provider is entitled to

terminate the contract without notice before the expiry of the agreed period in the event that the Client and/or persons accompanying him/her, despite a warning, grossly violate their obligations under the contract, these GTC, Article 7 of the Halls of Residence Rules or other operating regulations of the Provider or the laws of the Czech Republic or good morals. In the event of such cancellation or termination by the Provider, the Client is obliged to pay the Provider a cancellation fee in the amount specified in these GTC.

9. Withdrawal from or termination of the contract does not affect the right of the Provider to payment of the total price stated in the Booking Confirmation, possibly the cancellation fee, the rights of the parties to compensation for damage arising from the breach of contractual obligation or arrangements which, due to their nature, are intended to bind the parties after the termination of the contract.
10. If the Client does not terminate the accommodation according to this article before the start of the accommodation, the shortest period of time for which his obligations under the accommodation contract will last is the period for which the accommodation was agreed; in the case of long-term accommodation, this period corresponds to the first month of accommodation, with the specific conditions of termination to be agreed between the parties in a partial written accommodation contract.
11. As this is a time/period specific accommodation, the Client is not, in accordance with Section 1837 (j) of the New Civil Code, entitled to withdraw from the distance contract pursuant to Section 1829 et seq. of the New Civil Code.

Article 5

Client's rights and obligations, claims

1. The basic rights of the Client include in particular:
 - a) The right to the provision of the ordered and paid accommodation and services to the extent and under the terms of the Booking Confirmation;
 - b) The right to information about the accommodation and services offered and provided by the Provider;
 - c) The right to terminate the contract at any time without notice or to withdraw from the contract due to a material breach of the Provider's obligations, or to cancel the use of the ordered service under the conditions specified in these GTC, the contract or the legal regulations of the Czech Republic;
 - d) The right to notify the Provider in writing that another person will attend the accommodation and/or services listed in the Booking Confirmation instead of the Client, provided that such notification includes a declaration by that person (the new client of the same gender – in the case of shared accommodation) that he/she agrees to the accommodation, services and their price listed in the Booking Confirmation and that he/she fulfils all the conditions for attending the accommodation and services, if required. The original Client and the new Client shall be jointly and severally liable for payment of the total price stated in the Booking Confirmation and any administrative or other costs incurred by the Provider in connection with the change of Client;
 - e) The right to complain about faulty or poor quality accommodation or services and their settlement in accordance with these GTC;
 - f) The right to protection of personal data and other data relating to the Client and fellow travellers.
2. The basic duties of the Client include in particular:
 - a) The obligation to fill completely and truthfully the required data in the Order, any attached forms necessary for the provision of accommodation and services, and to present the necessary documents for the identification of the Client and fellow travellers (valid ID card, valid passport) upon arrival at the accommodation and, if necessary, without undue delay, to notify any changes to these data;
 - b) Fill in and sign the registration card when registering for accommodation;

- c) The obligation to notify the Provider of the possible participation of foreign nationals;
- d) The obligation to notify the Provider of a change in the number of persons using the room and, in the event of the Provider's consent to this change, to register them in the ISKAM accommodation system at the Provider's reception desk and to pay the accommodation price for the persons not listed in the Booking Confirmation according to the Provider's price list. In the event of exceeding the maximum number of persons allowed for a given room and/or violation of the obligation to report persons using the property not listed in the Booking Confirmation, the Provider is entitled to withdraw from the contract for material breach of the contract and evict the Client, persons accompanying the Client and other persons from the accommodation or use of services, whereby the Client loses the right to the provision of accommodation and/or services listed in the Booking Confirmation, as well as the right to reimbursement of the paid and unused accommodation and/or services;
- e) the obligation to pay the total price of accommodation and services to the Provider in accordance with the payment terms set out in the Booking Confirmation and in accordance with these GTC and to prove payment upon the Provider's request;
- f) The obligation to pay the cancellation fee to the Provider in the cases specified in these GTC;
- g) The obligation to take the documents necessary for the accommodation and services from the Provider;
- h) The obligation to arrive at the place of accommodation and/or services at the time specified;
- i) The obligation to follow the instructions of the Provider's employees, accommodation and other operating rules of the Provider (including Article 7 of the Halls of Residence Rules) issued for the use and provision of accommodation and services. In the event that the Client or persons accompanying him/her, despite a warning, grossly violate the obligations arising from the contract, these GTC or the aforementioned regulations (rules) of the Provider, legal regulations or good manners, or interfere with the programme or the use of accommodation and services of other Clients of the Provider, the Provider shall be entitled to exclude the Client and persons accompanying him/her from the accommodation or the use of services (terminate the contract without notice), whereby the Client shall lose the right to the accommodation and/or services specified in the

Booking Confirmation, as well as the right to reimbursement of the accommodation and/or services paid for and not used;

- j) The obligation of the Client and persons accompanying the Client to behave in such a way that their behaviour does not interfere with or restrict the use of the accommodation and/or services of other clients and students of the Provider;
 - k) The obligation to pay for damage to the property of the Provider caused by him/her and/or persons accompanying him/her or other persons whom he/she has culpably allowed access to the property of the Provider;
 - l) Animals are not allowed without exception;
 - m) The obligation to reimburse the Provider for the difference in price after the discount stated in the Booking Confirmation in the event that the Client does not prove to the Provider upon check-in and/or before the start of the services that the conditions for the discount on the price of accommodation and/or services have been met;
 - n) The Client (whether a natural person or a legal entity) is responsible for compliance with the obligations arising from the contract, these GTC, the accommodation and operating rules of the Provider and the laws of the Czech Republic by the natural persons listed in the Booking Confirmation and/or accompanying him/her.
3. A more detailed regulation of rights and obligations is contained in the Halls of Residence, Accommodation and other operating rules that are publicly available to the Clients in the Halls of Residence or published on the UHK website.
4. The Client is entitled to complain to the Provider at the establishment, i.e. within the accommodation facility, about the quality of the accommodation and/or services provided if their quality or scope or other conditions do not correspond to the scope, quality and conditions specified in the Booking Confirmation. The Provider undertakes to ascertain the circumstances of the complaint without undue delay and, in the event of a justified complaint, to ensure that the defective condition is rectified or to provide the Client with a discount. The Client is obliged to file a complaint with the Provider without undue delay after discovering the defective provision, but no later than within six months. Later claims will not be taken into account.

Article 6

Other provisions

1. Accommodation of the Client by the Provider is possible from 14:00 on the day specified in the Booking Confirmation as the first day of accommodation, unless otherwise agreed with the Client. The Client is obliged to hand over the vacated property on the last day of accommodation specified in the Booking Confirmation no later than 10:00. In the event of delay in handing over the vacated property by the Client, the Provider is entitled to charge the Client a contractual penalty of CZK 500 (five hundred Czech crowns); in the event that the vacated property is not handed over by the Client even by 12:00, the Provider is entitled to charge the Client the price for the next day of accommodation.
2. If the Provider reasonably suspects that the Client is using the property in violation of the terms of the Booking Confirmation or in violation of these GTC, the Provider's accommodation or operating rules (Halls of Residence Rules) or in violation of public order, the Provider is entitled to enter the property and inspect its use.
3. The Provider is not liable for damage caused to the functionality of the Client's electrical or electronic equipment, as well as for any errors or incorrect information about the events or services provided by other persons.
4. No parking area of the UHK Halls of Residence is a secure parking lot, nor does the Provider provide any supervision of parked Client vehicles and/or their accessories.
5. The Fire Prevention Policy for the University Hradec Králové Halls of Residence forms an integral part of these hotel accommodation conditions is.
6. The Client acknowledges that the Provider will process personal data of the Client and other persons accommodated together with the Client for the purpose of fulfilling this contract, within the scope of the data specified in this contract, the application for accommodation, and will also process data on the course of accommodation, especially payment data, records of obligations, etc. The Provider undertakes to process the personal data of the accommodated person exclusively for the purposes of accommodation and, in the case of foreigners, also for the purposes of processing their application for a residence permit in the Czech Republic. Detailed information on the conditions and principles of processing and protection of personal data at the UHK, including the rights of data subjects, is available on the UHK website www.uhk.cz/gdpr.

7. These GTC in the meaning of Section 1751 et seq. of the Civil Code regulate the procedure for concluding, form the content and are an integral part of the accommodation contract concluded between the Client and the Provider.
8. If a written form of legal action is required in these GTC, it shall be deemed to be in compliance with this form if the legal action is made by letter, fax or e-mail.
9. These GTC may be amended and changed in full and without limitation by the Provider in electronic form. In the event that such a change is made, the new version of the GTC will be placed on the Provider's website³ and sent to the Client with whom the booking process is in progress. The amendment to these GTC shall take effect upon publication or delivery of the amended version to the Client. In the event of the Client's disagreement with the published amendment to the GTC, the Client is obliged to notify the Provider of such disagreement in writing no later than two days after the delivery of the amendment to the GTC. The relationship between the Client and the Provider and the resulting mutual rights, obligations and conditions shall be governed by the GTC sent to the Client together with the Booking Confirmation.
10. If any particular provision of these GTC shall be found to be invalid, it shall be fully severable from the other provisions of these GTC and such invalidity shall not affect the validity and enforceability of any other provisions of these GTC.
11. In other matters not covered by these GTC, the Client and the Provider undertake to comply with the laws of the Czech Republic, good manners and customs in the field of accommodation services and to resolve any disputes preferably amicably. The Czech Trade Inspection Authority (<https://www.coi.cz/>) shall be the subject of out-of-court dispute resolution.

³ <https://www.uhk.cz/cs/univerzita-hradec-kralove/uhk/celouniverzitni-pracoviste/sprava-vysokoskolskych-koleji>

Article 7

Final provisions

These Terms and Conditions of Hotel Accommodation at the UHK Halls of Residence – General Terms and Conditions come into force and effect on the date of issue.

In Hradec Králové on 20 April 2023

Ing. Aleš Klicnar