

Halls of Residence Accommodation Contract

made pursuant to Act. No. 89/2012 Coll., Sec. 2326 et seq., of the Civil Code

between

- 1) **Accommodation Provider**
University of Hradec Králové
(hereinafter the "UHK")
seated at Rokitanského 62, 500 03 Hradec Králové
ID: 62690094
Represented by Ing. Eva Valentová, UHK Halls of Residence Director

and

- 2) **Resident**
Name and surname:
Date of birth:
Residential address, postal code:
Faculty:
Accommodation: from ... to ...

The Resident declares that he/she **agrees** that the Accommodation Provider may also communicate with the Resident via the Resident's UHK e-mail address and documents delivered to such e-mail address may be deemed to have been delivered to the Resident no later than on the following business day after delivery to the above given e-mail address. If no UHK e-mail address has been assigned to the Resident, the address provided by the Resident in the ISKAM accommodation system (ubytovani.uhk.cz, menu Account – Basic data) may be used for this purpose.

I. Subject of Contract and Duration of Accommodation

- 1) The Accommodation Provider undertakes to provide temporary accommodation to the Resident for the above agreed definite period under conditions specified herein. This Accommodation Contract is made for a minimum period of one month, but no later than the end of the academic year for which this Contract is made.
- 2) The Resident will be accommodated at the Halls of Residence of the University of Hradec Králové at **Palachova 1129, 500 12 Hradec Králové, in the entrance/flat/room corresponding to the ISKAM system data**, on the basis of booking in the ISKAM system and later agreements or changes between the Accommodation Provider and the Resident. The Resident shall be provided a bed in the above given room, a bathroom, a toilet and a kitchen in the flat.

II. Accommodation Provider's Rights and Duties

- 1) The Accommodation Provider shall:
 - a) Hand over the room to the Resident in a habitable state suitable for orderly habitation;
 - b) Enable the Resident an undisturbed exercise of their rights related to the accommodation.
- 2) The Accommodation Provider retains the right:
 - a) To give instructions for proper compliance herewith;

- b) To provide a bed to the Resident in another room (than originally allocated in Article I hereof) during the period of accommodation, even without the Resident's consent if it is necessary for the purpose of a reasonable capacity utilization, or for some serious Accommodation Provider's reason. In such case, the Accommodation Provider does not have to prove the reasons for the change of accommodation;
- c) To increase provisionally the flat occupancy by one bed (extra bed) for the price charged in accordance with the price list valid for the given flat;
- d) To evict the Resident at the Resident's expenses if they do not clear the room on the day of the accommodation termination. In such case, the Accommodation Provider may charge the Resident for storage of the Resident's cleared things according to a valid price list. The Resident shall pay the damage incurred by their breach of the duty to clear the room. The Resident shall collect their things stored at a reserved space within maximum three days from the day of their accommodation termination; otherwise the Accommodation Provider reserves the right to sell the things or to offer them to a third party or to dispose of them to clear the space. In the event that the Resident fails to vacate the room in time and shall use it even after the termination of their accommodation (i.e. this Contract) the Accommodation Provider is entitled to charge the Resident a fee for non-vacancy, in the amount equal to the number of days of delay between the termination of accommodation and eviction of the Resident according to this paragraph multiplied by the daily rate of accommodation according to the valid price list. The Accommodation Provider has also the right to charge the Resident for the storage of evicted things according to the second sentence of this paragraph even after the termination of this Contract;
- e) To charge the Resident a contractual penalty according to the conditions hereunder (in particular Art VI.).

III. Resident's Rights and Duties

- 1) The Resident shall:
 - a) Comply with the legal and other regulations relating the accommodation, including the UHK Halls of Residence and Accommodation Rules and all internal regulations relating accommodation in the Halls of Residence available at the uhk.cz/en website.
 - b) **Clean the flat on a regular basis; keep the flat clean and tidy, especially the kitchen unit, regularly remove rubbish from the room/flat, and regularly ventilate the bathroom and the room** (students do the cleaning themselves);
 - c) Reimburse the Accommodation Provider for all damage (caused by the Resident) without any unnecessary delay;
 - d) Hand over the room to the Accommodation Provider (when the accommodation period is terminated) in the same condition they had taken it over (common wear and tear shall be taken into consideration); otherwise the Resident shall reimburse the Accommodation Provider the damage caused by the breach of this duty;
 - e) Fill out the check-out form at the Halls of Residence reception desk at least two business days in advance of their departure. The Resident must select a date and time for their departure; at that time, an inspection will be conducted and the room will be handed over (restored to its original condition). Check-outs are only possible on weekdays between 7 a.m. and 2 p.m. when the UHK Halls of Residence staff are present; holidays are not included. The date and time of the flat inspection correspond to the time the room/flat is vacated. The Resident leaves their room/flat upon receiving confirmation that they have properly cleaned it; they must submit this inspection form to the Halls of Residence reception desk along with the borrowed keys/card. Upon submission of the flat and room inspection form and return of the keys/card, the Resident will be removed from the accommodation registry. After checking out of the Halls of Residence, the Resident is no longer entitled to stay in the original room or to stay in another flat in the Halls of Residence unless they are re-registered for accommodation. Termination of accommodation outside of business days must be agreed upon in advance and confirmed by the Accommodation Provider; this is only possible for serious reasons (e.g., health reasons). Purchased transportation tickets, airline tickets,

or arrangements for transportation by a third party outside the designated check-out date cannot be considered serious reasons;

- f) Notify the Accommodation Provider without any undue delay of required repairs and damage or imminent damage to the Accommodation Provider's property such as a fire risk or water leakage;
 - g) Notify the Accommodation Provider of any changes to their personal information (address, ID/passport number, contact information) no later than 5 calendar days after the change occurs; changes may be reported by email to koleje@uhk.cz;
 - h) Present a valid card (ISIC) or other form of identification (ID card, passport) upon request by a Halls of Residence staff member.
- 2) The Resident may:
- a) Change the room on the basis of a written application and after payment of an amount according to the valid price list if such change is possible within the Halls of Residence;
 - b) Use properly the allocated room, its equipment and common parts of the Halls of Residence and use the accommodation-related services.

IV. Payment conditions and Moving in

- 1) The Resident shall pay for the accommodation and related services according to the valid price lists (hereinafter the "Accommodation Fee"). **The Accommodation Fee for a given month is paid in the amount calculated as the daily rate for the respective room according to the valid price list multiplied by the number of calendar days in the given month, regardless of the number of days that the Resident actually stayed in the Halls of Residence in the given month. The Accommodation Fee is due by the 15th day of the month for the applicable calendar month.** All price lists, i.e. the current price list of student accommodation, the price list of services and the price list of damages are published on the UHK Halls of Residence website: uhk.cz/en/university-of-hradec-kralove/about/central-departments/university-halls-of-residence/pricelists.
- 2) **The Resident is required to pay the Accommodation Fee starting from the date selected during the accommodation reservation as the first day of move-in, which is the date specified in the introduction to this Contract, i.e., the date on which accommodation is provided, regardless of the actual date of move-in. For the Accommodation Fee for September of the given year, payment must be credited to the account of the UHK Halls of Residence prior to moving into the Halls of Residence, no later than August 31 of the relevant calendar year; the student can determine this amount in the ISKAM system. If the Accommodation Fee for September of the given year is not credited by the aforementioned date, the Accommodation Provider reserves the right to unilaterally terminate this Contract and refuse admission to the Halls of Residence; in such a case, paragraph 6 shall apply mutatis mutandis.**
- 3) Residents are required to pay their Accommodation Fee to account number 78-2733582/0800. The Accommodation Fee may be paid using one of the following methods:
 - Via the payment gateway in the ISKAM accommodation system (<https://ubytovani.uhk.cz>);
 - Via QR payment in the ISKAM accommodation system;
 - By bank transfer, specifying the variable symbol to identify the Resident's payment (the variable symbol in the format 222000XXXX is listed in ISKAM);
 - Direct debit always on the 5th day of the relevant calendar month (the Resident sets up a direct debit authorization at their bank in favour of the Halls of Residence account for the appropriate amount and gives consent to direct debit payment in ISKAM. Direct debit payments can be made from October through June of the given academic year. If the Resident's account balance is insufficient or the direct debit limit is set too low, the direct debit will not be processed, and the Resident is required to pay the Accommodation Fee by another method);
 - By credit card or in cash at the Halls of Residence reception desk (payment in CZK only).

If the Resident fails to pay the Accommodation Fee by the 15th day of the month, the Accommodation Provider is entitled to charge a contractual penalty of CZK 40 for each day of delay.

- 4) The parties declare that the Resident has paid a booking deposit in the amount of CZK 2,000 prior to the conclusion of the Accommodation Contract. Upon check-in, the paid booking deposit will be converted into an accommodation deposit of the same amount. The terms for payment of the booking deposit are always set forth in the Accommodation Schedule valid for the given academic year. The booking deposit or accommodation deposit provided shall not bear interest, and the provisions of Section 2254 of the Civil Code shall not apply.
- 5) The conditions for the refund or reduction of the deposit are set forth in this Contract (Article IV, paragraphs 6 and 7, and Article VI, paragraph 3) and the Halls of Residence Rules (Article 5). The Resident may retain the deposit in their ISKAM account for the next academic year, or, after the end of the accommodation period and the offsetting of any outstanding balances, any overpayment from the accommodation deposit will be refunded to the Resident's account within 30 days or paid in cash at the reception desk of the UHK Halls of Residence upon the Resident's check-out from the accommodation.
- 6) If the Resident has paid the booking deposit and confirmed the Accommodation Contract by the deadline specified in the schedule for the given year, and requests cancellation of this confirmed Accommodation Contract via email at koleje@uhk.cz no later than 5 calendar days after the final deadline for confirming the Accommodation Contract, the deposit will be refunded in full. If the Resident has paid a booking deposit and confirmed the Accommodation Contract by the deadline specified in the schedule for the given year and does not request in writing (via email) the cancellation of the confirmed Accommodation Contract within the aforementioned period, this deposit will be forfeited in full.
- 7) If the Resident has paid the booking deposit, fails to check in, and does not request a postponement of the check-in date by 30 September of the given year via email at koleje@uhk.cz, this deposit is forfeited in favour of the Accommodation Provider, and the accommodation contract is cancelled as of 30 September of the given year.
- 8) In accordance with Section 1752 of the Civil Code, the Accommodation Provider reserves the right to change the terms and conditions unilaterally – price lists, even during the term of this contract. In such case, the Accommodation Provider is obliged to notify the Resident of this change in writing at least 45 calendar days in advance, by sending an e-mail to the Resident's e-mail address at UHK, or to another e-mail address mentioned in the ISKAM accommodation system. Such change will also be published on the UHK website. In such a case, the Resident shall have the right to terminate the accommodation contract by way of an extraordinary termination within three weeks from the date of receipt of such notice. The extraordinary termination will be effective on the last day of the current price list.
- 9) The Resident who has entered into an Accommodation Contract for a period shorter than 60 consecutive calendar days is obliged to pay upon arrival the residence fee as stipulated by the municipal by-law of the Hradec Králové city. The obligation to pay the residence fee additionally arises in case the Resident subsequently changes the agreed upon period of accommodation as specified herein in such a way the accommodation period shall not exceed 60 consecutive calendar days.

V. Termination of Accommodation

- 1) The accommodation shall terminate:
 - a) By expiry of the agreed period of accommodation;
 - b) Before the expiration of the period specified in the heading of this Contract, either by unilateral termination by the Accommodation Provider if the Resident has not paid the first month's Accommodation Fee in accordance with Article IV, paragraph 2, or automatically if the Resident has paid the booking deposit, has not moved in, and has not requested a postponement of the move-in date in accordance with Article IV, paragraphs 6 and 7.

- c) By the Resident's written notice of termination. In such case, one-month notice period shall be applied. It shall start on the first day of the month following the date of the notice delivery to the Accommodation Provider and terminate on the last business day of the following month. The provision of section 2330 (2) of the Civil Code shall not be affected by it;
- d) By an immediate written notice from the Resident if the Resident has interrupted/terminated their study (expulsion from the study, transfer to another higher education institute) and this fact is documented by a confirmation from the faculty/university);
- e) By written notice of the Resident in case of a change in the price of accommodation during the validity of this Contract according to Article IV. paragraph 2 of this Contract. If the Resident delivers written notice to the Accommodation Provider within 3 weeks from the date of notification of the change in the price of accommodation (the notice can be sent to the e mail address koleje@uhk.cz), that the Resident does not agree with the change and terminates the Contract, the accommodation shall expire on the last day of the validity of the original price list. In the event that this deadline is not met, the Resident is deemed to have accepted the change in terms;
- f) By an immediate notice from the Accommodation Provider if, despite a warning, there are the reasons for the accommodation cancellation by the UHK Halls of Residence Director for reasons stipulated in the UHK Halls of Residence and Accommodation Rules;
- g) If the technical state and conditions of the premises do not allow the Accommodation Provider accommodation and the related services rendering any longer. This can occur due to a legally effective decision issued by the Planning and Building Control Office or by the Regional Health Authority. Such decision proves the objective impossibility to fulfil the Contract and therefore the obligation to render accommodation terminates in accordance with common stipulations of the Civil Code;
- h) In justified cases (in particular in the event of a substantial change in circumstances from the situation at the time of negotiation of this contract – e.g., health reasons) by agreement of both parties, subject to the approval of the Halls of Residence director.

VI. Liability for Damage and Penalties

- 1) The Accommodation Provider shall not be kept responsible for any loss of items which do not fall within articles of everyday use, mainly for any loss of valuables, money, jewellery and items of high value.
- 2) The Resident shall be responsible for any loss caused by their breach of duties resulting herefrom.
- 3) Shall the Resident violate any of the following provisions of the Halls of Residence Rules despite an explicit warning by the Accommodation Provider's employee:
 - a) The following obligations pursuant to Article 7 (2) of the Halls of Residence Rules:
 - Silent hours from 10:00 p.m. to 6:00 a.m. (e);
 - Regular cleaning and maintaining the flat and common areas of UHK Halls of Residence clean and in order (regular rubbish removal, regular cleaning of the bathroom, toilet and kitchen, etc.) (f);
 - Compliance with safety, fire and hygiene regulations; in crisis situations (epidemic situation, natural disasters, emergency, etc.), the obligation to comply with the emergency provisions of this contract, considering such situation, as well as related instructions of the Director of Halls of Residence ((i) and (n));
 - Before moving out, to clean the room and the flat and have the form "*Certificate of Cleaning*" confirmed and restore the room in the condition in which it was handed over upon start of the accommodation (removal of pasted posters, paintings and other interior accessories, i.e. restore the room to its original condition), to return borrowed inventory, hand over the keys/guest card to the UHK Halls of Residence reception staff in person and check out (l).

b) The following prohibitions under Article 7 (3) of the Halls of Residence Rules:

- Moving to another room or flat without the consent of the Director of UHK Halls of Residence, or an employee authorized by her (c);
- Damaging or wilful alteration of the Halls of Residence equipment and facilities, interference with electrical installations, plumbing, lift installations, interference with Halls of Residence telephones ((e), (f) and (h));
- Damaging, abusing or otherwise preventing the use of fire extinguishers, wall hydrants, alarm, security, and emergency systems and fire-fighting equipment, instructions, directives, fire protection signs, etc. (g);
- Blocking in any way the function of the entrance door to the Halls of Residence, making changes to the door locks of the room in which the Resident is accommodated, making copies of keys and providing them to third parties (i);
- Producing, using or possessing drugs and other addictive substances in any quantity, consuming alcoholic beverages to an extent that disturbs the peace and the ability of other residents to study (points (m) and (o));
- Using/storing electric bikes, electric scooters, portable grills, lighting open fires in flats and on balconies (p);
- Smoking in any Halls of Residence premises, throwing cigarette butts in front of the Halls of Residence (the prohibitions applies also to e-cigarettes; (s));
- Keeping animals at UHK Halls of Residence ((t));
- Operation of any non-standard energy-intensive appliances (u);
- Allowing the stay (short-term, overnight stay) and accommodation of persons who are not registered for accommodation in UHK Halls of Residence, or receive visits other than those specified (d).

The Resident undertakes to pay a contractual penalty in the amount pursuant to this Article. The absence of prior notice does not affect the obligation to pay this penalty, especially if, by the nature of the transgression, such notice is not possible.

The Accommodation Provider is entitled to impose a penalty in the amount of CZK 500 for any violations of the Halls of Residence Rules referred to in letter (a), par. one to three, and in letter (b), par. one to nine.

The Accommodation Provider is entitled to impose a penalty in the amount of CZK 1,000 for any violations of the Halls of Residence Rules referred to in letter (b), par. ten.

The Accommodation Provider is entitled to impose a penalty up to the amount of the accommodation deposit for any violation of the Halls of Residence Rules referred to in letter (a), par. four. In such a case, the accommodation deposit is refunded in an adequately reduced amount, or not refunded at all, in accordance with the provisions of the Halls of Residence Rules.

For repeated violations of the above provisions of the Halls of Residence Rules, the Accommodation Provider is entitled to impose a contractual penalty to the Resident in the amount of CZK 1,000.

- 4) The Accommodation Provider and the Resident agree that the payment of the contractual penalty does not affect the right to compensation for damage incurred by the Accommodation Provider in connection with the breach of the obligations of the Resident. The Accommodation Provider may demand compensation for damage even after termination of the accommodation and termination of this Contract.
- 5) The contracting parties agree that the flat-rate calculation of compensation for damage in the price list of the Halls of Residence for individual facilities and equipment corresponds to reality in a reasonable manner and the Resident undertakes to pay for such damages in the appropriate amount, should any damage, destruction or loss occur. Specification in the price list according to the sentence one is only demonstrative and the Accommodation Provider is entitled to make calculation for damages not specified in the price list in their actual amount.

VII. Final Provisions

- 1) This Contract becomes valid upon confirmation at ubytovani.uhk.cz and effective upon payment of the first Accommodation Fee in accordance with Article IV, paragraph 2. Provisions relating to the period prior to moving into the Halls of Residence, provisions regarding the termination of the contract, payment of the first Accommodation Fee pursuant to Article IV, paragraph 2, and any other provisions where the nature of the provision so requires, are effective even before payment of the first Accommodation Fee. Upon confirmation by the student, the Contract is finalized and can no longer be modified or changed.
- 2) The Resident declares he/she has read the UHK Halls of Residence and Accommodation Rules, the Fire Prevention Rules for the UHK Halls of Residence and the Rules How to Use Halls of Residence Computer Network, Accommodation Schedule for the given year, valid price lists and instructions for students accommodated at the Halls of Residence, and they undertake to fulfil all the obligations resulting from the said rules. Failure to fulfil the said obligations shall be considered a breach of this Contract.
- 3) The Resident acknowledges that the Accommodation Provider shall collect the Resident's personal data for the purposes of this Contract fulfilment in the extent of data specified in this Contract and in the application for accommodation. The Accommodation Provider will further process data about the course of accommodation, especially the payment information, debts recording etc. The Accommodation Provider undertakes to process the Resident's personal data only for the accommodation purposes and, in case of foreigners, also for the purposes of their application for residence permit in the Czech Republic. Detailed information about the conditions and principles of personal data processing and protection by the UHK including the rights of the data subjects are specified on the UHK web uhk.cz/en/privacy-policy.
- 4) The Resident declares they have read all the stipulations hereof before they signed it. They have made the Contract upon their true and free will after mutual negotiations and in no duress. They understand the content hereof and declare their consent with it.
- 5) The Contract is made in one electronic copy.
- 6) In relations not regulated hereby, the mutual rights and duties of the Parties shall be governed by the appropriate provisions of the Civil Code. The contractual relationship may be further regulated by rules and decisions, binding measures or opinions of the public health protection authority – the Regional Hygiene Station of the Hradec Králové Region, the Ministry of Health of the Czech Republic, the Ministry of Education, Youth and Sports of the Czech Republic, or other relevant authorities.
- 7) *Annex 1 – Fire Prevention Rules for the UHK Halls of Residence, Annex 2 – Rules How to Use Halls of Residence Computer Network, and Annex 3 – Instructions for Students Accommodated at the UHK Halls of Residence* form an inseparable part hereof.

Resident (signed electronically on):

Accommodation Provider (the Contract was accepted on behalf of the Accommodation Provider on):