

CONTRACT ON ACCOMMODATION – THE DORMITORY NA VYHLÍDCE

1. **Silesian University in Opava**
School of Business Administration in Karvina
Acting: Ing. Dagmar Kloknerová, the Faculty Registrar
Resided: Karviná – Fryštát, Univerzitní náměstí 1934/3, ZIP: 733 40
Ident. No.: 478 13 059
Tax Ident. No: CZ47813059
Person authorized to act on behalf of the SU SBA within this contract: Vlasta Avlojarisová, Manager of the Dormitories and Catering Office
Bank account no.: 117479043/0300; IBAN: CZ31 0300 0000 0001 1747 9043
further only “the accommodation provider“

and

2. «clsUbytovani/Klient/CeleJmeno»
Permanent ist: «clsUbytovani/Klient/Adresa/Ulice», «clsUbytovani/Klient/Adresa/PSC» «clsUbytovani/Klient/Adresa/Obec»
Date of birth: «clsUbytovani/Klient/DatumNarozeni»
further only “the lodger“

on today’s day, month and year have concluded
in the sense of the provisions of § 2326 et seq. Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code")

CONTRACT ON ACCOMMODATION

Article 1

Object of the contract and the subject-matter of the contract

- 1.1 The accommodation provider is the owner of the University Dormitory Na Vyhliďce in the municipality of Karviná, the part of the municipality Nové Město 1079 (further only “the dormitory“).
- 1.2 The subject-matter of the contract is an obligation of the accommodation provider to provide the lodger a temporary accommodation in the form of one bed in the dormitory and the obligation of the lodger to reimburse for that the regular payment for the accommodation to the accommodation provider – the price for accommodation (further only “residence fee“).

Article 2

Stipulation as to accommodation

Accommodation price:	According to the price list published on the accommodation provider’s website
Term of the contract duration:	From: «clsUbytovani/Zacatek» to: «clsUbytovani/Konec»

- 2.1 Contractual parties declare coincidentally that the premises restricted for the lodger to accommodate in are in the condition qualified for due usage.

Article 3

Rights and duties of the contractual parties

- 3.1 The lodger undertakes to reimburse the monthly payment for the accommodation (residence fee) according to the price list in accordance with the Article 1.2 of this contract. In the price of the accommodation there are included services connected with using the room in the dormitory with the exception of services which are charged specially in the “Price list of accommodation services” and the “Price list of charges and penalties” (Contractual parties contract the contractual penalty of CZK 10 for each day of the delay of the lodger with the reimbursement of the financial obligation toward the accommodation provider).
- 3.2 The payment for the accommodation (residence fee) and penalties for the breach of this contract is reimbursed according to the Art. 7 of the Accommodation and Catering Services Regulations (by card or in cash at the dormitory reception, via bank transfer) as of the 1st day of the calendar month to which the payment is related – for which it is paid. **The lodger is obliged to reimburse the refundable deposit in the amount of CZK 3,000 on the account of the accommodation provider (online by card, bank transfer or at the dormitory reception by card/in cash) by September 10th / February 10th (when arriving for the winter / summer semester), but on the date of check in at the latest.** The lodger explicitly accepts that his/her obligations to the accommodation provider were figured in on the bail covered by him/her, including the reimbursement of a damage or a cancellation fee, and that the above stated inclusion was made to the day of termination of accommodation upon this contract. On the due date of room handover (check out), the contingent excess payment will be remitted to the lodger in cash at the dormitory reception (unless contracted otherwise). **All payments shall be made to the bank account number stated in this contract by the lodger, the variable symbol: the lodger’s pseudo-birth code in a format YYMMDD19 (E.g.: 92021619 for a man born 16 Feb 1992. Females add 50 to their month, e.g. 92610619 for a woman born 06 Nov 1992), message for the payee: lodger’s full name. Another method of payment is by card or in cash at the dormitory reception.** The lodger acknowledges that stating the incorrect variable symbol of the payment or another identification of the payment is taken to the debit of him/her.
- 3.3 Residence fee, the deposit and other charges and payments are set according to the price list of the accommodation provider which is published on the website of the SU SBA/accommodation provider. The lodger declares that he/she has acquainted himself/herself with the current price list of the accommodation provider. The lodger acknowledges that residence fee is set always upon valid price list of accommodation services and in the course of the validity of the contract can be changed based on the change of the price list published by Dean of the SU SBA/accommodation provider. Every change of the price of the accommodation will be announced at latest 30 days ahead, and that is on the dormitory notice boards and further on the website of the SU SBA/accommodation provider. The lodger commits himself/herself to regularly follow the dormitory notice boards and website of the SU SBA/accommodation provider. Provided changes of the residence fees are made, the lodger is entitled to cancel this contract according to the Art. 4.4.1 of this contract to the date when changes of the price list of accommodation services take effect, at the latest. In case that this contract was not cancelled by the lodger in the procedure stated in the foregoing sentence, it is presumed that the lodger accepted the newly set

residence fee and the new price list is for him/her binding. The lodger is obliged to reimburse the residence fees for the whole period of the validity of this contract no matter what the real usage of the accommodation is.

3.4 Further rights and obligations of contractual parties are adjusted by the Accommodation and Catering Services Regulations valid for the dormitory, valid internal regulations and standards of the SU SBA concerning the operation of the accommodation facilities (that is fire and security regulations, instructions, notices and directives of the chancellor/rector, dean and other employees of the SU SBA) valid to the day of signing this contract or amendments to these regulations and standards, all published on the website of the SU SBA/accommodation provider. The lodger declares that he/she has become acquainted with these internal regulations and standards and commits himself/herself to abide by these regulations. The student is introduced to the use of security cameras within the University-wide camera system of the Silesian University in Opava. Rector's Directive No. 5/2022 - info on the website of the dormitories.

3.5 The lodger commits himself/herself to check in on the accommodation start date according to the Art. 2 of this contract. The lodger commits himself/herself not to give up his/her accommodation place to another person not even temporarily for a limited time. The lodger further commits himself/herself to move in only to the room allocated by the accommodation provider. The lodger commits himself/herself to use accommodation entirely to the purpose which it solves – accommodation during studies. **The lodger commits himself/herself to make possible for the employees of the accommodation provider to enter the room in the period of regular stocktaking, possibly from the reason of checking whether the premises are used in accordance with the Accommodation and Catering Services Regulations.** In case of damage or making the room dirty or contaminated the lodger is required to return the room to its former state.

3.6 The lodger commits himself/herself not to bring into the room and not to use banned electric appliances, with the permitted electric appliances he/she is obliged to evidence their operating by checking the portable electric appliances. The lodger commits himself/herself to reimburse in cash the damage caused to the accommodation provider in the course of accommodation or damages found out at handover of rooms on the day of leaving the accommodation premises.

3.7 From 10:00 p.m. to 6:00 a.m., the lodger is required to maintain nighttime silence. He/she is obliged to respect the time and conditions of visits which are allowed only in the lodger's presence in the room from 10:00 a.m. to 10:00 p.m. providing the visit will comply with his/her reporting duty at the reception desk.

3.8 Infringement of duties according to the Articles 3.6 – 3.7 are considered to be flagrant violation of this contract.

3.9 On the day of termination of accommodation the lodger is obliged to take away all of his/her personal belongings brought to the premises and to hand over the room to the authorized worker of the accommodation premises. The things left there will be disposed of without compensation. Acting like that the lodger gives the accommodation provider permission to act in that way.

Article 4

Termination of the contract

4.1 This contract ends by expiry of a period specified in Article 2 of this contract.

4.2 This contract terminates by the vain expiration of the period set for accommodating in the dormitory, and that is even without the lodger being accommodated there.

4.3 This contract will terminate on the day the lodger completes the study by passing the state final examination and ceases to be a student of the SU SBA. Provided the lodger is a student of another university, related to which he/she was provided the accommodation by the accommodation provider, then on the day when the lodger completes the study by passing the state final examination and he/she ceases to be a student of the other university.

4.4 This contract terminates on the basis of the revocation of the contract with the instantaneous effect – to the day of delivering to the second party as follows:

4.4.1 The lodger is entitled to revoke this contract provided there is a change of the price list of accommodation services, which is in terms of the Article 3.3 of this contract. He/she is obliged to deliver the revocation to the accommodation provider at the Dormitories and Catering Office. Provided the contract has been revoked according to this Article and Section, the accommodation provider is entitled to claim from the lodger the residence fee only for the period from the day of delivering the repudiation of the contract to the day of the new price list accommodation services coming into operation.

4.4.2 The lodger is entitled to repudiate the contract at any time through a written notice, with the possible termination of the accommodation from the first day of the following month. He/she is obliged to deliver the repudiation to the Dormitories and Catering Office. Provided the repudiation of the contract is done according to this Article and Section, he/she loses the right to a refund of the deposit.

4.4.3 The accommodation provider is entitled to repudiate the contract instantaneously in case that the lodger despite of warning violates good morals or else grossly breaches his/her obligations arising out of this this contract or the Accommodation and Catering Services Regulations of the SU SBA.

4.4.4 The accommodation provider is entitled to repudiate this contract with the instant effect (on the day of delivering to the other party) if the lodger has been late in reimbursing the cost of the accommodation for more than two months.

4.5 **By delivering a written request to the Dormitories and Catering Office at least a month prior to the contracted accommodation end date, the lodger may request an extension of the contract for at least a month.** In case the lodger fails to submit this request with this advance, a price list of short-term accommodation with daily rates applies to these additional days of accommodation. A price list of short-term accommodation (less than 1 month) is published on the website of the SU SBA/accommodation provider.

Article 5

Final provisions

5.1 Changes and annexes to this contract require the annex in the written form, signed by both contractual parties.

5.2 The lodger acknowledges that personal data which are required by the accommodation provider under this contract will be processed by the lodger in the electronic system of accommodation services. The extent of processing the personal data: the title, the name and surname, the pseudo-birth code number, the bank account number, the e-mail address, the phone number. The personal data will be processed only by the administrator and can be made accessible only for the employees of the administrator (Silesian University in Opava). The accommodation provider is, however, entitled to disclose the amount of the claim against the lodger on the list of claims, and that is in the written way as well as in the electronic way. The lodger has the right to access his/her personal data, which will be processed in the database. The lodger is also entitled to correct, modify, complete, block these personal data, as well as to request them to be removed from the database and delete, if their processing does not comply with the relevant legislation governing their protection. The lodger is entitled in case of assumption that the SU SBA makes processing of his/her personal data which is in conflict with protection of private and personal life of the supplier or in contradiction to the law, especially provided the personal data are inaccurate regarding the purpose of their processing to require explanation by the SU SBA, correction, modification, removal

or clearance of the personal data. Further information on the processing of personal data is available on the website of the Silesian University in Opava.

5.3 Legal relations not regulated by this contract are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code and the Accommodation and Catering Services Regulations.

5.4 The contract comes into force and operation on the day of signing by both contractual parties.

5.5 The contract is made in total in two duplicates, from which each party will receive one. Each of the duplicates is considered as the original of the contract.

The contractual parties declare that this contract as it has been drawn up corresponds to their true will, and to prove that they attach their signatures.

In Karviná on «clsVlastnostiProSablony/Datum»

Vlasta Avlojarisová
Manager of the Dormitories and Catering Office
Silesian University in Opava
School of Business Administration in Karvina
For the accommodation provider

The lodger