



CONTRACT ON ACCOMMODATION – THE STUDENTS’ RESIDENCE (CAMPUS) NA VYHLÍDCE

1. **Silesian University in Opava**
School of Business Administration in Karviná
 resided: Karviná – Fryštát, Univerzitní náměstí 1934/3, PSČ: 733 40
 Ident. No.: 478 13 059
 Tax Ident.No: CZ47813059
 acting Mrs. Vlasta Avlojarisova, Manager of the Students’ Residence and Catering
 Bank contact: **account No. : 117479043/0300**
 further only “the accommodation/lodging provider“
- and
2. **Name and Surname:**
permanent address:
 date of birth:
 further only “the lodger“

on today’s day, month and year have concluded within the intention of the provision Section 754 and consequently in conjunction with the provision Section 50 of the Civil Code the following

**CONTRACT ON ACCOMMODATION
REGULATION A**

Article 1

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

- 1.1 The accommodation/lodging provider is the owner of the students’ residence (campus) Na Vyhliďce in the municipality of Karviná, the part of the municipality Nové Město č. p. 1079 (further only “the students’ residence“).
- 1.2 The subject-matter of the contract is an obligation of the accommodation/lodging provider to provide the lodger a temporary accommodation/lodging in the form of one bed in the students’ residence and the obligation of the lodger to reimburse for that the regular payment for the accommodation to the provider – the accommodation price (further as “residence dues“).

Article 2

Stipulation as to accommodation

Accommodation/lodging price:	According to the price-list making the appendix of this contract
Term of the contract duration:	From to
Terms of the accommodation/lodging:	Date: <i>On the registering day by the commencing of the academic year</i> <i>Further always: Monday – Friday: 8:00 – 14:00 hours.</i> <i>In the afternoon hours the charged reception desk.</i>

- 2.1 Contractual parties declare coincidentally that the premises restricted for the accommodated 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 month payment for the accommodation/lodging according to the price-list in accordance with the Article 1.2. of this contract. In the price of the accommodation/lodging there are included services connected with using the room 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 in CZK10,- for each day of the delay of the lodger with the reimbursement of the financial obligation toward the accommodation/lodging provider).
- 3.2 The payment for the accommodation/lodging and sanctions for breaking this contract is reimbursed by the form specified in the Art. 7 of the Regulations of accommodation/lodging and catering services (in the form of the collection order, cashless transfer, cash), that is to the 5th day of the calendar month to which the payment is related – for which it is paid. **Before concluding the contract the lodger is obliged to reimburse the refundable deposit in the amount of CZK2 500,- on the account of the School.** The lodger explicitly agrees with the fact so that on the bail covered by him/her his/her obligations towards the provider were figured in including the compensation of a damage or a cancellation fee and the above stated inclusion was made to the day of termination of accommodation/lodging upon this contract. The contingent excess payment will be remitted to the lodger within 15 days from the date of handover in due form of accommodation facilities on his/her bank account (unless contracted otherwise). **The lodger is obliged to remit all payments on the account number according upon this contract, the variable symbol the student’s personal identification number.** In case of the collection payment the lodger obliges to submit the certified assent to the collection payment to the provider at latest to the day of accommodation in the students’ residence (campus). The lodger is obliged to ensure the financial backing on his/her account at minimum in the amount of the double of residence dues. 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. Residence dues, the deposit and other charges and payments are set according to the price-list of the provider which make the appendix of this contract and which is published on the web pages of the School of Business Administration. The lodger declares that he/she has acquainted himself/herself with the current price-list of the provider. The lodger acknowledges that residence dues are 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 School of Business Administration. Every change of the price of the accommodation/lodging will be announced at latest 30 days ahead, and that is on the students’ residence (campus) notice boards and further on the web pages of the School of Business Administration. The lodger commits himself/herself to follow regularly the students’ residence (campus) notice boards and web pages of the School of Business Administration. Provided changes of the



- residence dues are made, the lodger is entitled to cancel a contract this contract according to the Art. 4.4.1 of this contract, and that is at latest to the day of coming into operation the changes of the price-list of accommodation services. 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 price of the accommodation/lodging – residence dues and the new price-list thus have become the new appendix of this contract. The lodger is obliged to reimburse the residence dues for the whole period of the validity of this contract no matter what the real usage of the accommodation /lodging is.
- 3.3 Further rights and obligations of contractual parties are adjusted by the “Accommodation/lodging and catering regulations“ valid for the accommodation/lodging centres of the SBA (School of Business Administration), valid internal regulations of the SBA SU concerning the operation of the accommodation/lodging facilities (that is fire and security regulations, instructions, notices and directives of the chancellor/rector, dean and other employees of the SBA) valid to the day of signing this contract, all published on the web pages of the SBA. The lodger declares that he/she has become acquainted with these internal regulations and commits himself/herself to abide by these regulations.
- 3.4 The lodger commits himself/herself to lodge at the in the term determined in the Art. 2.1 of this contract. The lodger commits himself/herself not to give up his/her accommodation place to another person. The lodger further commits himself/herself to move in only to the room allocated by the provider. The lodger commits himself/herself to use accommodation/lodging entirely to the purpose which it solves – accommodation/lodging at studying. **The lodger commits himself/herself to make possible for the employees of the 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/lodging and catering regulations.** In case of making the room dirty and contaminated the lodger is obliged to set the room to the original conditions.
- 3.5 The lodger commits himself/herself not to bring into the room and to use not permitted electric appliances, with the permitted electric appliances he 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 provider in the course of accommodation/lodging or damages found out at handover of rooms in the day of leaving the accommodation/lodging premises.
- 3.6 The lodger is obliged to keep silence of the night from 22:00 hours to 6:00 hours of the following day and to respect the time and conditions of visits which are allowed only in presence of the accommodated in the room from the period from 10:00 hours to 22:00 hours providing the visit will comply with his/her reporting duty at the reception desk.
- 3.7 Infringement of duties according to the Articles 3.5 – 3.7 are considered to be flagrant violation of this contract.
- 3.8 In the day of termination of accommodation the lodger is obliged to take away all his/her personal belongings brought to the premises and to hand over the room to the authorized worker of the accommodation/lodging premises. The things left there will be disposed of without compensation. Acting like that the lodger gives the provider authorization to act in that way.

Article 4 Termination of the contract

- 4.1 This contract ends by expiry of a period specified in Article 2.1 of this contract.
- 4.2 This contract terminates by the vain expiration of the period settled for accommodating in the students’ residence (campus), and that is even without the lodger being accommodated there.
- 4.3 This contract terminates to the day when the lodger finishes the study by the state final examination and stops being the student of the SU SBA. Provided the lodger is a student of another university, related to which he/she was provided the accommodation/lodging by the provider, then to the day when the lodger finishes the study by the state final examination he/she ceased 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 provider SU SBA at the Department of the Students’ Residence and Student’s Canteen. Provided the contract has been revoked according to this Article and Section, the accommodation/lodging provider is entitled to claim from the lodger the residence dues 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 Further the lodger is entitled to repudiate the contract at any time. He/She is obliged **to deliver the repudiation to the department of the Students’ Residence and Student’s Canteen at the least 10 days before the expiration of the end of the month prior the month of termination of the accommodation.** Provided the repudiation of the contract is done according to the Article and Section the accommodation/lodging provider entitled to claim from the lodger the incurred harm – the cancellation fee and that is for the period of 2 months.
- 4.4.3 The accommodation/lodging 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 regulations of the SBA.
- 4.4.4 The accommodation/lodging provider is entitled to repudiate this contract with the instant effect (to the day of delivering to the other party) in case that the lodger has got into delay with reimbursement of the price for the accommodation for the period longer than 2 months.
- 4.5 The contractual parties have come to the agreement that the harm according to the Article 4.4 will be equal to the price for the accommodation according to this contract and the valid price-list of accommodation services and is stated in the Price-list of charges and fines.

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 provider upon this assent will be processed in case of this assent by the lodger in the electronic way in the electronic system of accommodation services. The extent of processing the personal data, the title, the name and surname, the personal identification number. The personal data can be made accessible only for the employees of the processor (Silesian University in Opava – the School of Business Administration in Karviná). The accommodation/lodging 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 personal data will be processed directly by the Department of the Students’ Residence and Student’s Canteen. 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. The lodger is entitled in case of assumption that 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. Providing the personal data in compliance with this assent is voluntary. The lodger thus gives his/her express assent for the SU SBA to use the above mentioned personal data for administrative purposes related to the accommodation of the lodger. The lodger thus gives this assent within the intension of the provision Section 11 and consequent Act No. 40/1964 Sb., the Civil Code, as well as within the intension of the provision Section 101/2000 Sb., on protection of personal data and on changes of amendments of some acts, as well as according the Act 133/2000 Sb., on registration inhabitants and personal identification numbers and on amendments of some acts.

- 5.3 Legal relationships untreated by this contract follow the respective provisions of the Act 40/1964 Sb., the Civil Code and the Regulations of accommodation/lodging and catering services.
- 5.4 The contract comes into force and operation by 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

Vlasta Avlojarisova
Manager of the Students' Residence and Catering
Silesian University in Opava
School of Business Administration in Karviná
For the provider

The lodger