

ACCOMMODATION AGREEMENT

pursuant to § 2326 of the Act No. 89/2012 Coll., Civil Code, as amended
(hereinafter referred to as the “Civil Code“)

Accommodation Provider:

University of Pardubice, a public institution of higher education set up by Law
Studentská 95, 532 10 Pardubice

Represented by an authorized acting staff member of the University of Pardubice

Identification Number: 00216275, Tax Identification Number: CZ00216275, Bank Account Number: 36935561/0100

and

Accommodated Person: Surname Name Title Date of Birth

ID / Passport No:

Permanent Residence:

hereby conclude this **ACCOMMODATION AGREEMENT** (hereinafter referred to as the “Agreement“)

Article I. SUBJECT MATTER OF THE AGREEMENT AND THE PERIOD OF ACCOMMODATION

1. The Accommodation Provider hereby agrees to grant a bed and basic room equipment in the Halls of Residence of the University of Pardubice (hereinafter referred to as “Halls of Residence”) for temporary accommodation in the building/room/ number
2. The accommodation is agreed to for a fixed period fromto..... (until 9:00).

Article II. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATED PERSON

1. Basic rules and obligations of the Accommodated Person are stipulated in this Agreement and in the Rules of the Halls of Residence of the University of Pardubice, which the Accommodated Person has read and understood prior to signing of this Agreement. The Accommodation Provider reserves the right to modify the Rules of the Halls of Residence of the University of Pardubice unilaterally, and during the contractual period, the Accommodated Person shall understand such changes and act in compliance with the amended Rules of Halls of Residence from the date on which they take effect. The Rules of the Halls of Residence of the University of Pardubice are available on the website www.upce.cz and at other places commonly used for this purpose (information noticeboards).
2. The Accommodated Persons have a right to use the areas dedicated for their accommodation, the shared areas and equipment of the Halls of Residence, and to use the services related to accommodation.
3. Without the Accommodation Provider’s consent, the Accommodated Person is not allowed to carry out any changes in the accommodation area. The Accommodated Person is not allowed to let the room or its part for accommodation to another person. The Accommodated Person is not allowed to assign rights and duties arising from this Agreement to the third person.
4. During the accommodation period, the Accommodated Person is obliged to act in accordance with the specific provisions related to accommodation, including the Rules of the Halls of Residence and the internal regulations of the University of Pardubice, and to respect the instructions issued by the Accommodation Provider’s employees with the aim of proper fulfilment of this Agreement.
5. Upon the Accommodation Provider employee’s request, the Accommodated Persons are obliged to submit the student’s ID card or another document proving their identity and justifying their stay at the Halls of Residence.
6. The Accommodated Person is obliged to inform the Accommodation Provider of the account number for transfer of any overpayments (via the ISKAM system) within 10 days from the making of this agreement, and without delay of any changes related to the facts relevant for a proper fulfilment of this Agreement.

Article III. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATION PROVIDER

1. The Accommodation Provider may address binding instructions related to accommodation and the related services to the Accommodated Person.
2. Due to serious operational reasons or owing to a purposeful use of the accommodation capacity, the Accommodation Provider may unilaterally change the Article 1, Section 1 of this Agreement and assign a bed in a different building or in another room to the Accommodated Person. Except for the emergency incidents, the Accommodated Person has to be informed about the move at least 3 days beforehand.
3. If the Accommodated Person does not leave the room by the given date or by the date of the Accommodation Agreement termination, the Accommodation Provider will arrange the moving at the Accommodated Person’s own expense. After the expiry of one month period following the date of the accommodation termination, any of the Accommodated Person’s unclaimed personal belongings will be considered as the abandoned property.

4. The Accommodation Provider undertakes to send any relevant written documents and information related to this Agreement via email to the Accommodated Person's official university mailbox and the Accommodated Person explicitly consents with this procedure.

Article IV. PRICE OF ACCOMMODATION AND OTHER CHARGES, PAYMENT TERMS

1. The Accommodated Person undertakes to pay a security deposit to the Accommodation Provider. The Accommodated Person also undertakes to pay the price of accommodation (hereinafter the "Accommodation Fee"), the services provided as a part of accommodation and the charges related to accommodation to the Accommodation Provider.
2. The amount of Accommodation Fee is stipulated in the "Pricelist of Discounted Accommodation" (hereinafter the "Pricelist"). The price of the services provided as a part of accommodation and the charges related to accommodation is stipulated in the Pricelist of Services and Fees (hereinafter the "Pricelist of Services and Fees"). The pricelists are published on the Accommodation Provider's website at least 30 days before they take effect.
3. The bill for accommodation and the related services is issued on the first day of each calendar month in respect of the previous month. The payment is carried out automatically always on the 5th day of each calendar month directly from the Accommodated Person's account in the ISKAM system. The Accommodated Persons are obliged to keep a sufficient account balance in order to settle their financial liabilities. The particular ways of adding money to the account are described on the Student's Intranet of the University of Pardubice in the section *Accommodation – Operational instruction and information – Student's Account, Information about payments*.
4. In case of a breach of the Rules of the Halls of Residence of the University of Pardubice or another internal regulation of the Accommodation Provider, the Accommodated Person is obliged to pay a contractual penalty stipulated in the Pricelist of Services and Fees. This is without prejudice to the Accommodation Provider's right to terminate the Agreement, pursuant to the Article V, Section 2 of this Agreement.
5. As of the date of the accommodation termination, the Accommodated Persons are obliged to settle all their financial liabilities arising from or related to the accommodation. Any overpayment on the ISKAM account (after settlement of all liabilities) will be returned by the Accommodation Provider to the Accommodated Person at his/her expense within 21 days from the date of the accommodation termination by means of the account debit.

Article V. TERMINATION OF ACCOMMODATION AND A CONTRACTUAL PENALTY IN CASE OF A PREMATURE TERMINATION OF ACCOMMODATION

1. This Agreement is terminated:
 - a) at the end of the period for which it was contracted,
 - b) by mutual agreement as of an agreed date,
 - c) by notice of termination from the part of the Accommodated Person without a period of notice.
2. The Accommodation Provider is entitled to terminate the accommodation without a period of notice via premature termination in the following cases:
 - a) The Accommodated Person is delayed with the payment of the Accommodation Fee or the services related to accommodation for the period of at least one calendar month,
 - b) The Accommodated Person has repeatedly or seriously violated the hygienic norms and the rules of accommodation and operation of the Halls of Residence, violated the obligations set by law or by this Agreement or acted against the moral code.
3. In case the accommodation is terminated by notice prior to the end of the contracted accommodation period, the Accommodated Person is obliged to pay the contractual penalty to the Accommodation Provider equalling the price of accommodation for 30 days. In case the accommodation is terminated within the last 30 days prior to the end of the contracted accommodation period the Accommodated Person is obliged to pay the contractual penalty equalling the price of accommodation remaining to the end of the accommodation period, as of the date of the termination of accommodation at the latest. This obligation does not apply to graduates within the meaning of Sections 45 to 47 of Act No. 111/1998 Coll., on Universities, as amended, and in the event of termination under Subsection 1(c) of this Article, the obligation to pay the contractual penalty does not apply to the Accommodated Person who has concluded a follow-up accommodation agreement with the Accommodation Provider under standard conditions.

Article VI. RESPONSIBILITY FOR DAMAGE, PERSONAL DATA PROTECTION

1. The Accommodation Provider is not responsible for the loss of the things that are not intended for usual use, namely valuables, money, jewellery and high-value items. In case of safekeeping of the particular items, the Accommodation Provider proceeds in accordance with the § 2327, Subsection 2, of the Civil Code.
2. In accordance with the Act No. 110/2019 Coll., on Personal Data Processing, as amended, the Accommodated Person agrees that the Accommodation provider within his duties processes the personal data included in this Agreement or the data obtained by the Accommodation Provider in relation with the fulfilment of the rights and obligations arising from this Agreement.
3. The Accommodated Person agrees with a disclosure of his name, surname and room in case of the Accommodation Provider's operational needs.

Article VII. OTHER PROVISIONS

1. In case of using the Halls of Residence data network, the Accommodated Person is obliged to comply with the obligations stipulated in the Directive No. 13/2006 of the University of Pardubice on Principles of Operating and Using the Data Network and Computer Equipment at the University of Pardubice.
2. For the purposes of this Agreement, in case of the delivery of written documents to the Accommodated Person from the part of the Accommodation Provider, each written document sent to the official university mailbox of the Accommodated Person shall be deemed to have been received. The message shall be regarded as delivered after the completion of 24 hour period, subsequent to sending the email message by the Accommodation Provider.

Article VIII. FINAL PROVISIONS

1. The Agreement becomes effective on the date of signing by both parties through the ISKAM system.
2. The accommodated person declares that s/he has read the Agreement before signing it, and concluded it on the basis of his/her true and free will, after mutual negotiation, not under duress or under conspicuously unfavourable conditions.
3. The Agreement is made in an electronic form.

In Pardubice, date

I confirm that I have read the supplement to this contract and undertake to comply with them in full.
supplement no. 1 "Pardubice University Rules of accommodation
supplement no. 2 "Obligations of persons staying in student dormitories of the University of Pardubice to ensure health and safety"

This contract is signed electronically.

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