



## GENERAL TERMS OF ACCOMMODATION

This document stipulates the rights and obligations of all persons accommodated at dormitories and other buildings that are in the possession of the Czech Technical University in Prague and administered by a part of the Administration of CTU Service Facilities Administration (hereinafter "SFA CTU") and stipulates the position, rights and obligations of SFA CTU as the accommodation provider.

### Article I Establishment of Rights and Obligations

Every person accommodated at the dormitories and other facilities of SFA CTU shall conclude an Accommodation Agreement no later than as of the date of commencement of the accommodation at dormitories on the basis of which agreement mutual rights, undertakings and obligations will arise on the part of the accommodated person and the accommodation provider and on the basis of which the accommodated person and the accommodation provider shall also be bound by these General Terms of Accommodation (hereinafter "**GTA**"). In addition to the Accommodation Agreement and these GTA, further documents, such as the House Rules of individual dormitories, regulations and orders of the Director of SFA CTU or other regulations issued by SFA CTU, stipulate the rights, undertakings and obligations of the accommodated person and the accommodation provider. The parties shall be obliged to observe all documents relating to the accommodation.

### Article II Conclusion of the Accommodation Agreement

- 1) Persons interested in accommodation at dormitories shall conclude with SFA CTU the Accommodation Agreement and an amendment thereto concerning insurance of property no later than as of the date of the arrival for accommodation.
- 2) The following lengths of the validity of the agreement shall apply to the Accommodation Agreements:
  - a) accommodation until the end of the summer semester;
  - b) year-round accommodation, i.e. as a rule, until the beginning of September;
  - c) fixed long-term accommodation;  
(concrete ends of the agreements will always be determined for the relevant academic year by documents issued every year (*Accommodation Schedule and Procedures and Rules for Provision of Accommodation at Dormitories*)).
- 3) SFA CTU also sets forth which individual accommodation places at concrete dormitories will be in the regime of the year-round accommodation or in the regime of accommodation until the end of the summer semester, except for "unfurnished rooms without furniture", where accommodated persons may be accommodated for the entire period of studies at the university, but without the possibility to suspend accommodation for example during summer vacation.
- 4) In exceptional cases, SFA CTU may change the commencement and end of the Accommodation Agreement for operational reasons. The accommodated person must be informed of such fact in writing no later than within ten business days prior to the effectiveness of the change.

### Article III Accommodation Payment Methods

- 1) **Dormitory fee and prices for accommodation and accommodation services and other fees and payments according to valid price lists shall be paid no later than within the 15<sup>th</sup> day of the relevant calendar month, unless stipulated otherwise. Payment shall be understood as crediting the payment to the accommodation provider's account.**
- 2) Should all payments be not credited pursuant to the preceding paragraph no later than by the fifteenth day of the relevant calendar month on the grounds arising on the part of the accommodated person, the accommodated person shall be considered as a debtor from the following day, including possible sanctions (such as penalty, paid SMS reminders or rescission of the Accommodation Agreement). The amounts of penalties, prices of paid SMS reminders and handling fees shall be set forth in the current *List of Payments*. Should the accommodation services be not paid within the determined deadline, the accommodated person shall be obliged to pay such outstanding amount without undue delay, including penalizations and fees connected therewith.
- 3) Exception in the payment of the dormitory fee shall be the period of the last calendar month of the validity of the Accommodation Agreement where further accommodation at the accommodation provider's dormitory does not follow therefrom. In said month, the accommodated person's collection payment is not deducted (if the accommodated person pays by collection), but accommodation is accounted for him/her from the accommodation deposit as of the date of departure from the dormitory, and as of the date of departure from the dormitory, or, as the case may be, by termination of the accommodation, all monetary claims, including potential penalties, returning of the accommodation deposit, etc., will be settled, including potential penalties, returning of the accommodation deposit, etc.
- 4) A similar procedure is applied in the case of the last calendar month of the validity of the Accommodation Agreement, where the accommodated person has simultaneously reserved accommodation for a further period. In such month, no collection payment will be deducted to the accommodated person (if the accommodated person pays by collection), but accommodation will be accounted for him/her as of the day of departure from the dormitory, or, as the case may be, as of the date of termination of the existing accommodation, and accommodation shall be accounted for the accommodated person for the relevant month and all hitherto monetary claims will be settled, including potential penalties, etc.; the reservation deposit in the amount of CZK 3,500 will, however, remain deposited at ISKAM4 account with the accommodation provider's right to dealings. The accommodated person shall be obliged to pay the accounted amount as of the date of departure from the dormitory or, as the case may be, no later than as of the date of termination of the existing Accommodation Agreement. In the event of default in payment, the accommodated person shall be obliged to pay the penalty set forth in the current *Price List of Payments*.
- 5) The same procedure will be preserved in the event of withdrawing from the Accommodation Agreement by the accommodated person or the accommodation provider, where the date for the final settlement of all monetary liabilities shall be the date of departure of the accommodated person from the dormitory accommodation, and where such date cannot be determined or if the agreement is not reached, then it will be the day of termination of the validity of the Accommodation Agreement pursuant to the termination notice filed. Should the payment of the amount accounted for as of the date of termination of the validity of the Accommodation Agreement be in default, the accommodated person shall be obliged to pay a penalty set forth in the current *Price List of Payments*.
- 6) If a potential overpayment arising from accounting pursuant to the preceding points 3), 4) or 5) of this article is returned by payment through an on-line payment gateway (see methods of payment of dormitory fees and other payments), then such transaction method is possible only within six months following crediting the payment to the accommodation provider's account and only up to the amount of the sum sent over the on-line payment gateway.
- 7) The accommodated person shall take into account and agrees that no interests belong to the accommodated person from any deposit, whether reservation or accommodation deposit, or from any other amount deposited on the accommodation provider's account. In the event of interest bearing reservation or accommodation deposit or other deposited amounts, all potential interests belong to the accommodation provider.

#### Article IV Rights and Obligations of Accommodated Persons

- 1) Accommodated persons shall be obliged to pay insurance through the accommodation provider pursuant to the valid price list issued by the accommodation provider for the relevant academic year and pursuant to his/her property taken to the allocated room; the accommodated person shall also be obliged to report computer, audio-visual and communication technology amounting to more than CZK 10,000 in compliance with the accommodation provider's insurance policy. In the case of failure to report, the accommodated person shall lose his/her claim to insurance proceeds.
- 2) The accommodated person shall be obliged to report to the accommodation provider all electric appliances brought in and to pay consumed electric energy pursuant to the price list within the date of the payment of the dormitory fee. Where a room/unit is equipped with an electric service meter, he/she shall be obliged to pay a deposit for electric energy consumption within the determined deadline (date of payment of dormitory fee). The accommodated person agrees with the accommodation provider's entry to the room to read the electric service meter. The accommodated person must not take to the accommodation facility electric cookers and heaters that will not be installed by the accommodation provider and use them, including electric appliances that are to be installed and will not be installed by the accommodation provider (such as washing machine, dryer, etc.).
- 3) The accommodated person shall be obliged to obtain and document, within 30 calendar days following the arrival at the dormitory, a verification issued by an inspection technician according to the currently valid Czech national standard ČSN 33 1600 ED.2, **group D/E and ČSN EN 50699**, of all brought electric appliances that are older than two years or to provide a copy of an accounting document and warranty certificate for appliances to which the warranty applies. This provision applies to all electric appliances (in particular such as desktops, electric kettles, refrigerators, multifunctional pots, extension cables, etc.); this does not only relate to mobile phones and mobile phone, tablet or notebook chargers, etc.
- 4) The accommodated person undertakes to adhere to the ban on smoking at the inner premises of dormitories (this also applies to electronic cigarettes), as well as public health and fire protection regulations that are put up at all dormitories.
- 5) The accommodated person shall be obliged to inform the accommodation provider within three business days of termination, interruption or abandonment of studies, of expulsion from the studies (after termination of appellate proceedings) or of transfer to another school.
- 6) The accommodated person shall be obliged to bear the costs of cleaning of the room which he/she uses and shall be obliged to procure the room cleaning.
- 7) The accommodated person is not entitled to drill walls, stick posters and stickers on walls and on inner and outer side of door. This is possible only at rooms that have not been revitalized, but only with the consent of the head of the dormitory. The accommodated person is not entitled to carry out repairs or permanent adjustments of the room, interfere with windows, window sills, flooring or adjust Venetian blinds, etc.
- 8) The accommodated person shall not be entitled to dismantle and move the accommodation provider's furniture. This is possible only at rooms that have not been revitalized, but it is possible only with the consent of the head of the dormitory. The accommodation provider shall not be liable for private furniture taken into the room and the accommodated person shall be obliged to remove private furniture after termination of the accommodation.
- 9) The accommodated person shall not be entitled to handle the façade and windows of the building or interfere with them in any other way.
- 10) The accommodated person shall not be entitled to wilfully change the safety insert of the room doors or have a copy of the key made.
- 11) At the accommodation provider's request, the accommodated person shall be obliged to demonstrate his/her right to stay at the accommodation provider's accommodation facility.
- 12) The accommodated person shall be obliged to make the room accessible for preventative inspections, even without the representative of the student self-government during the room inspection; the accommodated person, however, will be informed of the inspection date no later than within five business days in advance. In urgent cases, the inspection will be carried out without delay in the presence of the representative of the student self-government; in such a case an entry will be inserted in the Inspection Log. The accommodation provider is also entitled to enter the accommodated person's room in

danger of life or health of persons or if damage to property threatens or if serious disrepair of the real estate threatens. In such an event, an entry will be made into the Inspection Log, and at least two persons will simultaneously be present at the entry to the room. Where the accommodated person is not present, he/she will be subsequently informed of the entry to the room.

- 13) The accommodated person shall be obliged to make the room accessible at any time when the situation so requires for the purposes of preventative or repressive disinfection. The room must be duly prepared for the application in accordance with the instructions sent. The accommodated person must be informed at least 10 calendar days in advance in the event of preventative disinfection and no later than two calendar days in advance in the event of repressive disinfection. Should the health of the accommodated persons be jeopardized, disinfection shall be carried out immediately. The accommodated person agrees for such cases with the accommodation provider's entry to the room even without the presence of the accommodated person.
- 14) By concluding the accommodation agreement, the accommodation provider will not give consent to the accommodated person to establish a place of permanent residency or to place a registered office or a place of business.
- 15) Exchange of a room within the framework of one dormitory shall be possible after discussing it with the relevant dormitory supervisor. For operational and administrative reasons, it is possible to carry out such exchanges not until due arrivals no earlier than within the deadline stated in the *Accommodation Schedule* for the relevant academic year and only after satisfying all applications for accommodation at the dormitory. It is also possible to accommodate the request for the dormitory exchange for extraordinary reasons earlier with regard to the current status of vacancies at the dormitory. The accommodated person shall send the application for a dormitory exchange for extraordinary reasons to the e-mail address: [ubytovani@cvut.cz](mailto:ubytovani@cvut.cz). The accommodated person may move within the framework of the dormitory/block no more than once in the semester. In unique cases, after approval by the dormitory supervisor, he/she may be moved several times at his/her own request.
- 16) The accommodated person shall be obliged to always move if the economic utilization of the dormitory so requires, as well as in emergency cases occurred, reconstructions, extraordinary crisis situations and if CTU's interest so requires. If in such cases the accommodation provider has not available any other suitable accommodation place, it may withdraw from the Accommodation Agreement with justification within a reasonable notice period. The accommodated person must be informed of the moving no later than within 30 calendar days in advance (except for emergency situations).
- 17) SFA CTU may extraordinarily in justified cases decide on moving the accommodated person to another accommodation place within the CTU dormitory; it must, however, duly justify such decision in writing and inform the accommodated person of the exchange of the accommodation place no later than within 10 business days in advance; for the avoidance of doubt, sending a message by e-mail will be considered as written information provided to the accommodated person.
- 18) Should the accommodated person cause damage to the accommodation provider, he/she shall be obliged to reimburse the costs of repair in compliance with the *Price List of Losses* and *Price List of Payments*.
- 19) The accommodated person shall be obliged to announce a change of his/her document or visa to the supervisor of his/her dormitory and to submit the relevant document for inspection.

#### **Article V**

#### **Termination of the Accommodation Agreement**

- 1) The validity of the Accommodation Agreement will cease to exist:
  - a. by expiration of the period for which it was agreed;
  - b. by withdrawal by the accommodated person or the accommodation provider as a result of termination, suspension, abandonment of the studies, expulsion from the studies (after termination of the appellate proceedings) of the accommodated person or transfer to another school. If the accommodated person submits a confirmation to SFA CTU of termination or suspension of the studies (if such person is a CTU student having information on termination or suspension of the studies read from the study system into. ISKAM4,

the confirmation is not required), the accommodation will be terminated and accommodation will be charged to the accommodated person as of the date of termination of the accommodation and the full accommodation deposit will be returned to him/her, unless mutual claims are offset. The accommodation provider may also agree otherwise with the accommodated person;

- c. by withdrawing from the Accommodation Agreement on the part of the accommodated person on the grounds of especially gross violation of the accommodation conditions or on the part of the accommodation provider for legal reasons;
- d. by written Rescission of the Accommodation Agreement on the part of the accommodation provider;
- e. by decease of the accommodated person. In the case of decease of the accommodated person, the surviving family shall resolve the process of termination of accommodation with the staff of the Accommodation Department at the e-mail address: [ubytovani@cvut.cz](mailto:ubytovani@cvut.cz).

2) Where the accommodated person wishes to withdraw from the Accommodation Agreement prematurely (beyond the framework of the reasons stated in paragraph 1), he/she must do so no later than within 30 calendar days in advance; the withdrawal need not be justified. If the accommodated person withdraws from the Accommodation Agreement later or if he/she does not withdraw therefrom and directly terminates the accommodation at the dormitory, he/she shall pay a penalty in the amount of the reservation deposit. This condition will not apply to the last 30 calendar days of the validity of the Accommodation Agreement. In justified cases, SFA CTU may permit an exception on the basis of the accommodated person's written application submitted to the Accommodation Department. ([ubytovani@cvut.cz](mailto:ubytovani@cvut.cz)).

3) Reasons for Rescission of the Accommodation Agreement on the part of the accommodation provider:

- a. the accommodated person offers or makes available the rented accommodation premises to another person or repeatedly fails to report a visitor;
- b. the accommodated person grossly or repeatedly breaches his/her obligations arising from the Accommodation Agreement or from accommodation documents (for example from these *General Terms of Accommodation, Rules and Procedures during Provision of Accommodation at Dormitories, House Rules*, etc.);
- c. the accommodated person disregards instructions of the accommodation provider or its employees or if the accommodated person repeatedly or grossly breaches his/her obligations (for example fails to procure cleaning of the room, to take out rubbish to large volume containers outside the dormitory, etc.) or good ethics;
- d. the accommodated person repeatedly breaches public health regulations at dormitories, interferes with arbitrary installations or uses unpermitted electric appliances;
- e. the accommodated person wears or holds a weapon, ammunition and explosives (or places them here) subject to the up-to-date wording of the Act on Firearms and Ammunition, as amended; for the avoidance of doubt, the accommodated person is not entitled to bring or hold weapons at dormitories subject to the up-to-date wording of the Act on Firearms and Ammunition, as amended, even not in the event where he/she currently is a firearm licence holder, it is impossible to bring stabbing and cutting weapons (such as daggers, machetes, axes, etc.);
- f. the accommodated person annoys or physically assaulted another student, accommodated person or accommodation provider's employee, assails them verbally or intimidates them;
- g. the accommodated person uses, holds, produces, is in possession or procures for another person narcotics or psychotropic substances or poisons in the sense of generally applicable legal regulations;
- h. the accommodated person failed to duly and on time pay for accommodation services or fees connected therewith and is in default for more than 10 calendar days;
- i. the accommodated person states untrue, invalid or misleading data when negotiating with SFA CTU, including providing information when submitting an application for accommodation or reservation of an accommodation place or during arrival for the accommodation (for example in the Accommodation Agreement or in other documents submitted or filled in during the arrival at the dormitory, etc.);

- j. the accommodated person fails to provide information to the accommodation provider that he/she is obliged to provide pursuant to Article IV, paragraph 5 of these General Terms of Accommodation;
  - k. the accommodated person submits invalid, counterfeit or incomplete confirmation of the studies or invalid or counterfeit copy of diploma to the accommodation provider; in the event of such conduct, the accommodated person shall also be obliged to pay a sanction to the accommodation provider in the amount of the reservation deposit;
  - l. the accommodated person uses without the accommodation provider's prior written consent reserved premises or joint premises of the accommodation facility for business activities or he/she placed without prior written consent a registered office or establishment of a legal entity or an individual - businessman/woman at the accommodation provider's address;
  - m. the accommodated person fails to report an extraordinary event on time or fails to behave in accordance with the accommodation provider's instructions when resolving an extraordinary event (occurrence of insect pests, rodents, clogged waste pipes, etc.);
  - n. the accommodated person repeatedly fails to adhere to the personal hygiene principles;
  - o. the accommodated person promotes racial and ethnical intolerance or discrimination;
  - p. the accommodated person fails to allow accommodation to another accommodated person at his/her room in the amount of up to the accommodation capacity of the relevant room;
  - q. the accommodated person's behaviour and conduct repeatedly annoys the other accommodated persons or employees at the dormitory (loud music, noisy behaviour, etc.) despite previous written warning by the accommodation provider;
- 4) The accommodation provider and the accommodated person shall be obliged to adhere to the general provisions of Act No. 89/2012, Coll., the Civil Code, as amended, in particular by the provisions in Section 1721 *et seq.*, including the reasons for the Rescission of the Accommodation Agreement.
  - 5) The Rescission of the Accommodation Agreement and withdrawal from the Accommodation Agreement must be in writing, and, in such an event, the Accommodation Agreement will terminate on the basis of the Rescission by the accommodation provider or withdrawal pursuant to Article V, paragraph 1, letters b), c) and d) on the fifth day following the day of sending the withdrawal notice or a written announcement of the Rescission of the Accommodation Agreement to the accommodated person to his/her e-mail address.
  - 6) The accommodated person shall be obliged to vacate the accommodation premises and to hand over the same to the accommodation provider in the condition in which he/she took over the same, with allowance made for the usual wear and tear, no later than on the day of termination of the validity of the Accommodation Agreement within the operating hours of the relevant dormitory, unless the parties agree otherwise.
  - 7) Where the accommodated person concluded the Accommodation Agreement by the end of the summer holidays and simultaneously has a confirmed reservation of the accommodation for the next academic year at another room within the framework of all CTU dormitories, he/she must resolve moving to the reserved place as early as before the end of the summer holidays with the supervisor of the dormitory where he/she has a confirmed reservation. Such moving will only be possible in the event that the reserved place is vacant.
  - 8) If the validity of the Accommodation Agreement terminates and the accommodated person fails to duly and on time vacate (hereinafter also "**Check Out**") the accommodation premises handed over to and reserved for him/her within the determined deadline, the accommodated person will pay a contractual penalty stated in the current *Price List of Payments* from the day following the stated deadline. After expiration of five calendar days from the date of the determined deadline for vacation of the accommodation premises, the room may be vacated by the accommodation provider.
  - 9) In the event of a stay shorter than 60 calendar days, the accommodated person shall be obliged to pay a local fee in compliance with the Act on Local Fees, as amended, unless he/she is released from the obligation to pay the fee (for example release in the event of direct participation in educational or creative activities of universities, schools and educational facilities or in accordance with the valid legal regulation). An obligation to pay a fee is also set forth for the accommodated person's visitors pursuant to the applicable regulations.

- 10) In the case of an extraordinary situation (for example if a state of emergency is declared in the Czech Republic), the accommodation provider may offer to an accommodated university student a possibility of so-called technical deregistration with a discount on the dormitory fee. Technical deregistration means that the student on the basis of the accommodation provider's call will apply for technical deregistration in ISKAM4, return the key from the dormitory room, leave his/her personal items at the dormitory and will not be physically present at the dormitory for the entire decisive month. The director decides on the amount of the discount on the dormitory fee for the relevant month.
- 11) The accommodation provider and the accommodated person have agreed on communication via the e-mail address that the accommodated person stated for the accommodation provider in the ISKAM4 system during the process of assigning the accommodation place. Both parties agree with this method of communicating written information and the accommodated person shall be obliged to regularly check the e-mail correspondence. In the case of a change of the e-mail address, the accommodated person will duly inform the accommodation provider of such fact.

#### **Article VI Personal Data Protection**

The accommodation provider hereby in compliance with the provisions of Article 13 of the Regulation 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016, general regulation on the protection of personal data (hereinafter the "**Regulation**") informs on the following:

- 1) The accommodated person takes into account that the accommodation provider processes the personal data voluntarily provided by the accommodated person contained in the application for accommodation and in the Accommodation Agreement for the purposes and in the extent necessary to procure the accommodation.
- 2) The accommodation provider declares that it processes the personal data contained in the application and in the Accommodation Agreement only for the purposes of procurement of accommodation, in particular for the term of the Accommodation Agreement, and after termination thereof for no more than 3-year statute of limitations period on the grounds of collection of potential underpayments for accommodation. After expiration of such statute of limitations period, the accommodation provider will only process such personal data the processing of which is required by superior legal regulations.
- 3) The accommodated person is entitled to withdraw at any time his/her consent with personal data processing (in such an event, however, it will not be possible to provide accommodation to him/her; the provisions of the preceding paragraph of this article shall remain unaffected); the accommodated person is also entitled to request from the accommodation provider access to his/her personal data, correction or deletion thereof, or, as the case may be, restriction of processing, and to file objection against the processing at the filing room or reception of the directorate of SFA CTU in Prague at the address Vaníčkova 315/7, 160 17 Prague 6. The applicant will also have the right to transmit such data to another personal data controller, as well as the right to submit a complaint to the Personal Data Protection Office, if he/she believes that the accommodation provider acts in conflict with the above-mentioned Regulation when processing personal data.
- 4) The applicant may find detailed information on the extent and purpose of the personal data processing at the accommodation provider's website [GDPR | Správa účelových zařízení ČVUT](#). The accommodated person agrees with the conditions concerning protection of personal data that relate to the application for accommodation at a dormitory. Said conditions are published at the web interface ISKAM4, through which the accommodated person applies for accommodation.

#### **Article VII Final Provisions**

This document has been issued in compliance with other internal regulations of SFA CTU in Prague and constitutes an appendix to the *Accommodation Scenario*.

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