

## **GENERAL TERMS OF ACCOMMODATION**

this document stipulates the rights and obligations of all persons accommodated at the dormitories and other buildings owned by the Czech Technical University in Prague and managed through the Service Facilities Administration of the CTU (hereinafter "SFA CTU") and further stipulates the status, rights and obligations of SFA CTU as the accommodation provider.

### **Article I**

#### **Establishment of rights and obligations**

Each person accommodated at the dormitories and other buildings of SFA CTU shall sign an accommodation agreement by the day dormitory accommodation begins at the latest, on the basis of which mutual rights, obligations and responsibilities are established and on which basis the accommodated person and accommodation provider are bound to these General Terms of Accommodation. In addition to the accommodation agreement and these General Terms of Accommodation, other documents also lay down the rights, obligations and responsibilities of the accommodated person and accommodation provider, and these include the House Rules for individual dormitories, the decrees and instructions of SFA CTU and other regulations issued by SFA CTU. The contractual parties are obliged to abide by all documents relating to accommodation.

### **Article II**

#### **Signing an Accommodation Agreement**

- 1) Applicants for dormitory accommodation shall sign an Accommodation Agreement and an Appendix to it regarding property insurance by the date of arrival for accommodation at the latest.
- 2) The following agreement durations apply for accommodation agreements:
  - a) accommodation to the end of the summer semester
  - b) year-round accommodation, i.e. generally until the beginning of September
  - c) long-term accommodation for a fixed period  
(specific agreement end dates are always determined for each academic year in the documents issued yearly (*Accommodation Schedule and Procedures and Rules in Obtaining Dormitory Accommodation*)).
- 3) SFA CTU also stipulates which specific accommodation places at specific dormitories will be year-round accommodation and which will be accommodation to the end of summer semester.
- 4) SFA CTU may change the start and end date of accommodation agreements for operational reasons in exceptional cases.

### **Article III**

#### **Methods of paying for accommodation**

- 1) Payment of the dormitory and other fees always takes place by the 15<sup>th</sup> day of a standard month at the latest.
- 2) If the payment of costs according to the previous paragraph does not take place by the 15<sup>th</sup> day of a standard month at the latest for reasons attributable to the accommodated person (the date the payment is credited to the accommodation provider's account must be by the 15<sup>th</sup> day of a

standard month at the latest), the accommodated person is considered a debtor from the subsequent day, including imposing possible sanctions (penalties, paid SMS text message reminders, withdrawal from the accommodation agreement). The costs of penalties, paid SMS text message reminders and handling fees are stipulated in the current pricelist including prices of refunds, energy, insurance, fees, penalties and other charges (the so-called *Pricelist of refunds*) applicable for the particular academic year. If payment for accommodation services does not take place before the stated deadline, the accommodated person is required to pay the amount due without delay, including related penalties and fees.

- 3) If a situation occurs in which the accommodated person pays for accommodation services duly and on time (demonstrating payment through a bank statement) and the payment is only credited to the accommodation provider on the subsequent day (16<sup>th</sup> day of the calendar month), they will not be charged a contractual penalty.
- 4) The last calendar month in which the accommodation agreement is in force is an exception in regard to dormitory fee payment when it is not followed by further accommodation from the provider at the dormitory. In this month, a direct debit is not charged to the accommodated person (if the accommodated person pays by direct debit), but they are instead charged for accommodation up to the day they leave the dormitory from their monetary deposit, and all moneys owed will be resolved including any penalties, return of monetary deposit, etc. up to the day of departure from the dormitory, or end of accommodation.
- 5) A similar approach is taken for the final month the accommodation agreement is in force where the accommodated person has also reserved accommodation for the subsequent period. In this month, the accommodated person will not be charged by direct debit (if they pay by direct debit), but they will instead be charged for accommodation up to the day they leave the dormitory, or the day their current accommodation ends, with the accommodated person charged for accommodation for that month plus all current moneys owed including any penalties, etc. also dealt with, but with the monetary deposit remaining with the accommodation provider. The accommodated person is required to pay the charged sum by the day they leave the dormitory, or by the day their current accommodation agreement ends at the latest. In the event of payment default, the accommodated person is required to pay the penalty as stipulated in the current *Pricelist of refunds*.
- 6) The same procedure is applied in the event of terminating the Accommodation Agreement by the accommodated person or the accommodation provider, with the date for final settlement of all moneys owed being the day of the accommodated person's departure from dormitory accommodation. If this date cannot be determined or it is not agreed upon, then the date is the final day of validity of the accommodation agreement according to the termination notice. In the event of payment default, the accommodated person is required to pay the penalty as stipulated in the current *Pricelist of refunds* by the day validity of the accommodation agreement ends.
- 7) If any overpayment arises from settling the account according to the previous points 4), 5) or 6) of this article, this will be returned via a GoPay payment (see methods of paying dormitory fees and other payments). This method of making a transaction is only possible within 6 months from the payment being credited to the accommodation provider's account, and only to the amount of the sum sent via GoPay.

#### **Article IV**

##### **Rights and obligations of accommodated persons**

- 1) The accommodated person is required to pay for insurance according to the valid pricelist issued by the accommodation provider for that particular academic year, and according to the property they have brought to their assigned room, and they must report to the accommodation provider any computer, audiovisual or communication technologies to a value of over 10 000 CZK in accordance with the accommodation provider's insurance contract. If such items are not reported, the accommodated person is not then entitled to make an insurance claim on them.
- 2) The accommodated person is required to report to the accommodation provider all electrical appliances brought with them, and pay for electricity consumed according to the pricelist on the date dormitory fee payment is made. If the room/unit is equipped with an electricity meter,

advance payments for electricity consumption should be paid on the determined date (date of payment of dormitory fee). The accommodated person may not bring with them or use electric hobs or heaters with them which are not installed by the accommodation provider, and nor may they bring with them any electrical appliances which need to be installed and are not installed by the accommodation provider (washing machine, tumble dryer, etc.)

- 3) The accommodated person is required to acquire and show within 30 days from arriving at the dormitory verification issued by an inspection technician in accordance with ČSN 331610, Group E, for all electrical appliances they bring with them that are older than 2 years old, or provide a copy of a receipt and warranty for any appliances to which warranties apply.
- 4) The accommodated person undertakes to observe a ban on smoking in all interior spaces in the dormitory, and also hygiene and fire regulations as displayed at all dormitories.
- 5) The accommodated person is responsible for the cleanliness and tidiness of the room which they use, and they are required to ensure the room is cleaned.
- 6) The accommodated person is not allowed to drill into walls without the consent of the dormitory economic manager.
- 7) The accommodated person is not allowed to repair or make permanent modifications to their room, window, and window-sills, repair blinds, etc.
- 8) The accommodated person is not allowed to tamper or otherwise interfere with the building façade and windows.
- 9) The accommodated person is not allowed to arbitrarily change the security lock on their room door.
- 10) On the request of the accommodation provider, the accommodated person is required to prove that they are authorised to be present within the accommodation provider's accommodation facilities.
- 11) The accommodated person is required to provide access to their room for the preventive inspection regarding undesirable insects, maintenance of the accommodated person's room or for ascertaining the room's technical state, twice a year at most. Information on inspection times must be on display in the dormitory for at least 5 working days in advance. In acute cases, inspections will be undertaken in the presence of a student representative without giving notice.
- 12) The accommodated person is required to provide access to their room for the purpose of insecticide application, twice a year at most. The room must be properly set up for insecticide application according to instructions. Information on dates must be on display in the dormitory for at least 15 working days in advance. In the event of danger to the health of accommodated persons, insecticide will be applied immediately.
- 13) Conclusion of an accommodation agreement does not mean the accommodation provider is giving consent to the accommodation place being set up as the accommodated person's place of permanent residence.
- 14) You can change rooms within a single dormitory when agreed upon with the dormitory economic manager. Change between dormitories is only possible upon agreement with the economic managers of the relevant dormitories. For operational and administrative reasons, these changes can be made only following standard arrivals, and on the date given in the [Accommodation Schedule](#) for the relevant academic year at the earliest, and only after satisfaction of all requirements on dormitory accommodation. An application for dormitory exchange can be granted earlier for exceptional reasons considering the current status of free places at dormitories. The accommodated person may move within a dormitory/block a maximum of once per semester. In exceptional cases they can move more than once if approved by the dormitory economic manager on request.
- 15) The accommodated person is required to move if this is required for the economic use of the dormitory, but this can only occur once per academic year at most. This may also be required in cases of emergency, renovation, exceptional crisis situations and if it is required in the school's interest. The accommodated person must be informed that they need to move at least one week in advance (except for emergencies).
- 16) SFA CTU may exceptionally in justified cases decide to move an accommodated person to another accommodation place. Such a decision must be properly justified, and the accommodated person must be informed of the change of accommodation place at least 10 working days in advance.

**Article V**  
**Termination of Accommodation Agreement**

- 1) The validity of the Accommodation Agreement expires:
  - a. following the end of the period for which it was agreed,
  - b. due to the termination, suspension or abandonment of studies, expulsion from studies (after appeal proceedings have ended) and due to the student transferring to a different school, unless otherwise agreed; if the accommodated person provides SFA CTU with a confirmation of the termination or suspension of studies (if they are a CTU student and information on the termination or suspension of studies is uploaded in ISKAM4, confirmation is not required) and they terminate accommodation, the accommodated person will be charged for accommodation up to the day of termination of accommodation, and the full amount of their monetary deposit will be returned to them; in the event of the above described situation, the accommodated person is required to inform the economic manager of their dormitory within 3 working days inclusive and agree upon the termination of accommodation, unless the accommodated person and accommodation provider agree otherwise,
  - c. through written withdrawal from the agreement by the accommodated person,
  - d. through written withdrawal from the agreement by the accommodation provider,
  - e. through the death of the accommodated person.
  
- 2) If the accommodated person wishes to terminate the Accommodation Agreement early (except for the above stated reasons), they must do so 30 calendar days in advance at the latest, and no reason for termination need be given. If the accommodated person terminates the accommodation agreement later or does not terminate it and rather ends their dormitory accommodation without notice, they shall pay a fine to the sum of the monetary deposit. This condition does not apply during the last 30 days the Accommodation Agreement is in force. In justified cases, SFA CTU may grant an exception to this on the basis of a written request from the accommodated person.
  
- 3) Reasons for withdrawing from the Accommodation Agreement for the accommodation provider:
  - a. the accommodated person offers or lets the accommodation premises to another person,
  - b. despite warning, the accommodated person breaches their obligations arising from the Accommodation Agreement – e.g. they ignore the instructions of the accommodation provider to move, grossly breach their obligations or morals despite warning, or breach other obligations arising from the accommodation provider’s internal regulations,
  - c. the accommodated person repeatedly and grossly breaches hygiene regulations for dormitories, tampers with installations of any type or uses prohibited electrical appliances,
  - d. the accommodated person wears or holds firearms, ammunition and explosives at the dormitory (or keeps them there) subject to the current wording of the Act on Firearms and Ammunition, as amended; to prevent any doubt the accommodated person is not entitled to bring or hold a weapon at the dormitory, even if they hold a weapon licence,
  - e. the accommodated person harasses or physically attacks another student, accommodated person or accommodation provider employee, attacks them verbally or threatens them,
  - f. the accommodated person holds, makes, retains or otherwise obtains narcotic or psychotropic drugs or poisons within the meaning of the laws in force,
  - g. the accommodated person does not pay for accommodation services or related fees in time and has been in default for longer than 15 days,
  - h. the accommodated person provides untrue, invalid or misleading details in dealing with SFA CTU, including when providing information in applying for accommodation or reserving an accommodation place or when arriving at accommodation (e.g. in the Accommodation Agreement or in other documents submitted or completed when arriving at the dormitory, etc.),
  - i. the accommodated person does not inform the accommodation provider in accordance with para. 1) b) of this article,
  - j. the accommodated person submits to the accommodation provider an invalid, forged or incomplete confirmation of studies or an invalid or forged copy of a diploma. In such cases, the

- accommodated person is also required to pay the accommodation provider a penalty to the amount of the monetary deposit,
- k. the accommodated person makes use of allocated premises or shared areas of the accommodation facility for business purposes without the accommodation provider's written consent, or they establish a legal entity – business seat or branch at the accommodation provider's address without prior written consent,
  - l. the accommodated person fails to report an emergency event in time, and does not act according to the instructions of the economic manager in dealing with emergency events (wastepipe blockages, insect, rodent infestations, etc.),
  - m. the accommodated person repeatedly fails to observe personal hygiene rules,
  - n. the accommodated person promotes racial or ethnic hatred or discrimination,
  - o. the accommodated person does not allow other accommodated persons to be accommodated in their room within the accommodation capacity of their room,
  - p. the accommodated person repeatedly harasses other accommodated persons through their actions and behaviour (loud music, other loud behaviour, etc.) despite being previously warned of the fact by the accommodation provider.
- 4) The accommodation provider and accommodated person are obliged to observe the general provisions of Act no. 89/2012 Coll, the Civil Code, as amended, in particular the provisions in Section 1721 et seq., including reasons for withdrawal from the Accommodation Agreement.
  - 5) Withdrawal from the Accommodation Agreement must be in writing, and in this case the Accommodation Contrast is terminated by the accommodation provider's withdrawal, specifically on the fifth day following dispatch of the written notification of withdrawal from the Accommodation Agreement by the accommodation provider.
  - 6) The accommodated person is required to tidy their accommodation rooms and hand them back to the provider in the condition in which they took them over, except for ordinary wear and tear, by the day the Accommodation Agreement expires during the office hours of the particular dormitory, unless the parties agree otherwise.
  - 7) If the accommodated person has signed an Accommodation Agreement to the end of the summer holidays, and also has confirmed accommodation reservation for the subsequent academic year in a different room within any CTU dormitory, they must resolve the move to the reserved place prior to the end of the summer holidays with the economic manager of the dormitory where they have confirmed reservation. This move is only possible if the reserved place is available.
  - 8) In the event the validity of the Accommodation Agreement expires and the accommodated person does not properly clean their provided and dedicated accommodation premises in time (also see "check out"), the accommodated person will be required to pay the contractual penalty detailed in the current *Pricelist of refunds* from the day following the determined date; following 14 working days from the determined date for cleaning the accommodation premises, the room may be cleaned by the accommodation provider.
  - 9) In the event of a stay of less than 60 calendar days, the accommodated person is required to pay a local fee in accordance with the Act on Local Fees, as amended, unless they are exempt from the obligation to pay the fee (e.g. exempt due to direct participation in education or creative activities at universities, schools or education facilities or according to laws in force). According to regulations, the obligation to pay a fee may also be determined for visitors to the accommodated person.
  - 10) If an exceptional situation occurs (e.g. a State of Emergency is declared in the Czech Republic), the accommodation provider may offer an accommodated university student the option of technical accommodation deregistration, for which they receive a discount on dormitory fees. Technical deregistration means that when called upon to do so by the accommodation provider the student applies for technical deregistration within ISKAM4, returns their room key to the dormitory, leaves their personal items at the dormitory and does not physically return to the dormitory for the entire month in question. The Director shall decide upon the level of dormitory fee discount for the month.

**Article VI**  
**Protection of personal data**

In compliance with the provisions of Art. 13 of the European Parliament and Council (EU) Regulation 2016/679 of 27 April 2016, the General Data Protection Regulation (hereinafter the "Regulation"), the accommodation provider hereby informs you of the following:

- 1) The protection of personal data is stipulated by the Regulation and Act no. 101/2000 Coll. on the Protection of Personal Data, as amended.
- 2) The accommodated person takes note that the accommodation provider processes the personal data they have voluntarily provided as contained in the accommodation application and in the Accommodation Agreement for the purposes of and within the scope necessary for providing accommodation.
- 3) The accommodation provider declares that it shall process the personal data contained in the application and in the Accommodation Agreement only for the purpose of providing accommodation, and in particular during the period the Accommodation Agreement is in force and following its termination for a maximum period of the 3 year limitation period in order to recover any accommodation arrears. Following the end of this limitation period, the accommodation provider shall process only that personal data the processing of which is required by overriding legal regulations.
- 4) The accommodated person is entitled to withdraw their consent to the processing of personal data at any time (if they do so, however, they cannot be provided with accommodation, and the provisions of the previous paragraph 3) of this article remain unaffected). The accommodated person is also entitled to request access to their personal data, its modification or deletion from the accommodation provider, or else request restrictions to its processing and raise an objection to its processing. They can do this at the filing office or reception of the CTU headquarters, Service Facilities Administration, at the address Vaníčkova 315/7, 160 17 Prague 6. The applicant also has the right of portability of this data for another personal data administrator, and also the right to make a complaint to the Office for Personal Data Protection if they believe that the accommodation provider is in breach of the Regulation in processing their personal data.
- 5) The applicant can find detailed information on the scope and purpose of personal data processing on the accommodation provider's website [www.suz.cvut.cz/en](http://www.suz.cvut.cz/en). The accommodated person consents to the terms and conditions related to the application for dormitory accommodation. These terms and conditions are published on the ISKAM4 web interface, which the accommodated person uses to apply for accommodation.

**Article VII**  
**Final provisions**

This document is issued in accordance with other SFA and CTU regulations, and comprises an appendix to the *Accommodation Scenario*.

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