



GENERAL TERMS OF ACCOMMODATION

This document sets out the rights and obligations of all persons accommodated in dormitories and other buildings owned by the Czech Technical University in Prague and managed by part of the Service Facilities Administration of CTU (hereinafter “SFA CTU”), and also sets out the position, rights and obligations of SFA CTU as the Accommodation Provider.

Article I. Origin of rights and obligations

Every person accommodated in dormitories and other buildings of SFA CTU concludes an Accommodation Agreement no later than the day of check-in to the dormitory accommodation, on whose basis mutual rights, obligations and duties arise for the Accommodated Person and the Accommodation Provider, and on whose basis the Accommodated Person and the Accommodation Provider are also bound by these General Terms of Accommodation (hereinafter “GTA”). In addition to the Accommodation Agreement and these GTA, the rights, obligations and duties of the Accommodated Person and the Accommodation Provider are also governed by other documents such as the House Rules of individual dormitories, regulations and orders issued by the SFA CTU director and other regulations issued by SFA CTU. The Contracting Parties are obliged to abide by all documents relating to the accommodation.

Article II. Conclusion of Accommodation Agreement

- 1) Applicants for accommodation in the dormitories conclude an Accommodation Agreement, and an Appendix to same relating to property insurance, with SFA CTU no later than the day of check-in to the accommodation.
- 2) The following agreement validity periods apply for the Accommodation Agreement:
 - a) accommodation to the end of the summer semester
 - b) year-round accommodation, i.e. usually to the beginning of September
 - c) long-term accommodation for a definite period
(the specific agreement end dates are always stipulated for the given academic year in annually published documents (*Accommodation Schedule and Rules and Procedures for the Provision of Accommodation in Dormitories*)).
- 3) SFA CTU also stipulates which individual accommodation places in specific dormitories will be in year-round accommodation regimen for the given academic year, or in an accommodation regimen until the end of the summer semester; an exception are “unfurnished rooms“ in which the Accommodated Person are allowed to stay for the entire duration of their studies at the university, but without the possibility of interrupting their stay, e.g. during summer holidays.
- 4) In exceptional cases, the start and end of the Accommodation Agreement may be amended by SFA CTU due to operational reasons. The Accommodated Person must be informed of such a fact in writing at least 10 working days before the change takes effect.

Article III.

Methods of payment for accommodation

- 1) **Payment of the dormitory fee, accommodation fee, accommodation services and other fees takes place no later than the 15th day of the given calendar month. Payment is understood to mean crediting of the fee to the Accommodation Provider's account.**
- 2) If all payments as per the previous paragraph are not credited by the fifteenth day of the given calendar month for reasons arising on the part of the Accommodated Person, then from the following day the Accommodated Person is considered a debtor, and subject to possible sanctions (penalties, paid SMS reminders, Withdrawal from the Accommodation Agreement). The amount of the penalty, and the prices of paid SMS reminders and handling fees, are set out in the current *List of Payments*. If the accommodation services are not paid by the stipulated deadline, the Accommodated Person is obliged to pay the amount owed without delay, including any related penalties and fees.
- 3) An exception in the payment of the dormitory fee is the period of the last calendar month of the validity of the Accommodation Agreement, which is not followed by further accommodation in the Accommodation Provider's dormitory. In this month, the Accommodated Person's account is not debited (if the Accommodated Person pays by direct debit); instead they are charged for accommodation to the day of their departure from the dormitory from the accommodation deposit, and all monetary claims including any penalties, refund of accommodation deposit etc. are settled on the day of departure from the dormitory, or upon the termination of the accommodation.
- 4) A similar procedure applies in the case of the last calendar month of the validity of the Accommodation Agreement, where the Accommodated Person has also reserved accommodation for the following period. In this month, the Accommodated Person's account will not be debited (if the Accommodated Person pays by direct debit); instead they will be charged for accommodation to the day of their departure from the dormitory, or to the day of termination of the current accommodation, whereby the Accommodated Person will be charged for accommodation for the given month and all monetary claims to that date will be settled, including any penalties etc., whereby however a reservation deposit of 3,500 CZK remains in the ISKAM4 account at the Accommodation Provider's disposal. The Accommodated Person is obliged to pay the calculated amount by the day of their departure from the dormitory, or no later than the day of termination of the current Accommodation Agreement. In the event of a delay with the payment, the Accommodated Person must pay the penalties set forth in the current *List of Payments*.
- 5) The same procedure will be maintained in the event of a withdrawal from the Accommodation Agreement by the Accommodated Person or the Accommodation Provider, where the date for the final settlement of all monetary claims is the day of the departure of the Accommodated Person from the accommodation in the dormitory, and if the date cannot be stipulated in this way or if no agreement is reached, than the day of the end of the validity of the Accommodation Agreement as per the submitted notice of withdrawal. In the event of a delay with the payment of the amount calculated to the day of the end of the validity of the Accommodation Agreement, the Accommodated Person is obliged to pay the penalties stipulated in the current *List of Payments*.
- 6) If an overpayment arising from the calculation as per the previous points 3), 4) or 5) of this article is not refunded via an online payment gateway (see the method of payment of the dormitory fee and other charges), then this method of executing the transaction is possible only within 6 months from the crediting of the payment to the Accommodation Provider's account, and only up to the amount of the payment sent via the online payment gateway.
- 7) The Accommodated Person acknowledges and agrees with the fact that no interest appertains to the Accommodated Person from any reservation or accommodation deposit, or any other funds paid to the Accommodation Provider's account. If the reservation or accommodation deposit or any other paid fees generate interest, then all such interest appertains to the Accommodation Provider.

Article IV.

Rights and obligations of the Accommodated Person

- 1) The Accommodated Person is obliged to pay, via the Accommodation Provider, insurance as per the applicable price list issued by the Accommodation Provider for the given academic year, and according to the property they store in the room allocated to them; the Accommodated Person must also report to the Accommodation Provider any computer,

- audiovisual and communication technology worth more than 10,000 CZK in accordance with the Accommodation Provider's insurance contract. In the event of a failure to report such items, the Accommodated Person loses their right to indemnity.
- 2) The Accommodated Person is obliged to report all electrical appliances stored in the room to the Accommodation Provider, and to pay for used electricity as per the price list, by the deadline for the payment of the dormitory fee. If the room/unit is equipped with an electricity meter, they must pay the deposit for the consumption of electricity by the stipulated date (the day of payment of the dormitory fee). The Accommodated Person consents to the Accommodation Provider entering the room in order to read the electricity meter. The Accommodated Person must not store or use, in the accommodation facility, electric cookers or heaters not installed by the Accommodation Provider, or electrical appliances that require installation and are not installed by the Accommodation Provider (washing machine, dryer etc.).
 - 3) The Accommodated Person is obliged to procure, and present within 30 days from checking into the dormitory, a verification issued by an inspection technician as per the currently valid CSN 33 1600 ED.2, **group D/E and CSN EN 50699**, for all electrical appliances stored in the room that are older than 2 years, or to present a copy of the invoice or warranty certificate for appliances to which the warranty relates.
 - 4) The Accommodated Person undertakes to observe the smoking ban inside the dormitories (also applies to electronic cigarettes), as well as the hygiene and fire safety regulations that are displayed in all the dormitories.
 - 5) The Accommodated Person is obliged to inform the Accommodation Provider of the termination, interruption or abandonment of studies, expulsion from studies (after the end of the appeal procedure), or transfer to another school, within 3 working days.
 - 6) The Accommodated Person is obliged to clean, or arrange the cleaning of, the room in which they are staying at their expense.
 - 7) The Accommodated Person is not authorised to drill into the walls, or display posters or stickers on the walls or the inside or outside of the door. This is possible only in rooms that have not undergone restoration, and only with the consent of the head of the dormitory. The Accommodated Person is not authorised to make repairs or permanent modification to the room, or to interfere with the windows, windowsills, floor coverings, blinds etc.
 - 8) The Accommodated Person is not authorised to dismantle or move the Accommodation Provider's furniture. This is possible only in rooms that have not undergone restoration, and only with the consent of the head of the dormitory. The Accommodation Provider is not responsible for personal furniture stored in the room, and the Accommodated Person is obliged to remove personal furniture at the end of their stay.
 - 9) The Accommodated Person is not authorised to in any way manipulate or otherwise interfere with the facades or windows of the building.
 - 10) The Accommodated Person is not authorised to wilfully change the security lock in the room door, or to make a copy of the key.
 - 11) At the Accommodation Provider's request, the Accommodated Person is obliged to present their authorisation to stay in the Accommodation Provider's facility.
 - 12) The Accommodated Person is obliged to allow access to the room for a preventive inspection, with or without a Student Union representative being present during the inspection; however, the Accommodated Person will be informed of the time of the inspection at least 5 working days in advance. In emergencies, the inspection will be carried out immediately in the presence of a Student Union representative; in that case, a record will be made in the Inspection Book. The Accommodation Provider is also authorised to enter the Accommodated Person's room in the event of a danger to human life or health, or a risk of damage to property, or a risk of an emergency situation arising in the building. In that case, a record will be made in the Inspection Book, and at least two persons will be present during the entry to the room. If the Accommodated Person is not present, they will be informed of the entry to the room afterwards.
 - 13) The Accommodated Person is obliged to allow access to the room whenever the situation requires it for the purpose of preventive or repressive disinsection. The room must be properly prepared for the application according to the issued instructions. The Accommodated Person must be informed at least 10 calendar days in advance in the case of preventive disinsection, and at least 2 calendar days in advance in the case of repressive disinsection. In the event of danger to the health of the Accommodated Person, the disinsection will be carried out immediately. In these cases, the Accommodated Person

- consents to the Accommodation Provider entering the room even without the presence of the Accommodated Person.
- 14) By concluding the Accommodation Agreement, the Accommodation Provider does not grant consent to the Accommodated Person establishing a place of permanent residence, a registered office or a place of business.
 - 15) Changing a room within the same dormitory is possible upon discussion with the dormitory economic manager; moving from one dormitory to another is possible only upon discussion with the economic manager of the dormitories in question. For operational and administrative reasons, these changes can only be realised after standard arrivals, no earlier than the date stipulated in the *Accommodation Schedule* for the given academic year, and only after all requests for accommodation in the dormitories have been satisfied. A request to change dormitories for extraordinary reasons may also be accommodated earlier, depending on the current situation regarding vacancies in the dormitories. A request to change dormitories for extraordinary reasons must be sent by the Accommodated Person to the e-mail address ubytovani@cvut.cz. The Accommodated Person may move within the dormitory/block no more than once per semester. In unique cases, upon approval by the dormitory economic manager, they can be moved more than once at their own request.
 - 16) The Accommodated Person is obliged to move whenever the economical use of the dormitory requires it, or during emergencies, reconstructions, or extraordinary crisis situations if it is in the interest of CTU. If, in such a case, the Accommodation Provider does not have another suitable accommodation place available, they can, in exceptional and justified cases, withdraw from the Accommodation Agreement with a reasonable notice period. The Accommodated Person must be informed that they will be moved at least 30 calendar days in advance (with the exception of emergency situations).
 - 17) In exceptional and justified cases, SFA CTU can decide to move the Accommodated Person to another accommodation place in a CTU dormitory; however, it must properly justify such a decision in writing, and inform the Accommodated Person of the change of accommodation place at least 10 working days in advance; for the avoidance of doubt, sending a message in the form of an e-mail is considered informing the Accommodated Person in writing.
 - 18) If the Accommodated Person causes damage to the Accommodation Provider, they are obliged to pay the costs of the repair as per the *Price List of Losses and Damages* and *List of Payments*.
 - 19) If the Accommodated Person has permanent residence outside the Czech Republic, they must notify the economic manager of their dormitory of any change in their document or visa, and present the given document for inspection.

Article V. Termination of Accommodation Agreement

- 1) The validity of the Accommodation Agreement expires:
 - a. upon the expiry of the period for which it was arranged;
 - b. termination by the Accommodated Person or the Accommodation Provider as a result of the termination, interruption or abandonment of studies, expulsion from studies (after the end of the appeal procedure) of the Accommodated Person, or transfer to another school. If the Accommodated Person presents confirmation to SFA CTU of the termination or interruption of studies (in the case of a CTU student who has information regarding the termination or interruption of studies uploaded from the course system to ISKAM4, confirmation is not required), the accommodation will terminate, the Accommodated Person will be charged for accommodation to the day of the termination thereof, and they will be refunded the accommodation deposit in full, unless there is an offsetting of mutual claims. The Accommodation Provider and the Accommodated Person can also come to a different agreement;
 - c. termination of the Accommodation Agreement by the Accommodated Person due to a particularly grave breach of the accommodation conditions, or by the Accommodation Provider for legal reasons,
 - d. written Withdrawal from the Accommodation Agreement by the Accommodation Provider,
 - e. death of the Accommodated Person. In the event of the death of the Accommodated Person, their survivors deal with the accommodation termination process with the Accommodation Department employees via the e-mail address ubytovani@cvut.cz.

2) If the Accommodated Person wishes to terminate the Accommodation Agreement prematurely (beyond the scope of the reasons set forth in paragraph 1), then they must do so no later than 30 calendar days in advance, whereby there is no need to justify the termination. If the Accommodated Person terminates the Accommodation Agreement later, or fails to terminate it and ends their stay in the dormitory directly, then they will pay a fine amounting to the reservation deposit. This condition does not apply to the last 30 calendar days of validity of the Accommodation Agreement. In justified cases, SFA CTU may grant an exception on the basis of a written request submitted by the Accommodated Person to the Accommodation Department (ubytovani@cvut.cz).

3) Reasons for Withdrawal from the Accommodation Agreement on the Accommodation Provider's part:

- a. the Accommodated Person offers the rented premises to another person or lets them stay there, or repeatedly fails to give notice of a visitor,
- b. the Accommodated Person grossly or repeatedly breaches their obligations arising from the Accommodation Agreement or the accommodation documents (e.g. these *General Terms of Accommodation, Rules and Procedures for the Provision of Accommodation in Dormitories, House Rules etc.*),
- c. the Accommodated Person fails to abide by the instructions of the Accommodation Provider or their employees, or the Accommodated Person grossly or repeatedly breaches their obligations (e.g. does not clean the room, take rubbish to the large-volume containers outside the dormitory etc.) or good manners,
- d. the Accommodated Person repeatedly breaches the hygiene regulations in the dormitories, interferes with installations of any kind or uses prohibited electrical appliances,
- e. the Accommodated Person carries or holds weapons, ammunition or explosives in the dormitory (or stores them there) that are subject to the current wording of the Act on Firearms and Ammunition, as amended; for the avoidance of doubt, the Accommodated Person is not authorised to bring to the dormitory, or keep there, weapons that are subject to the current wording of the Act on Firearms and Ammunition, as amended, even if they currently hold a firearms licence, nor is it possible to bring in stabbing or slashing weapons (e.g. daggers, machetes, axes etc.),
- f. the Accommodated Person harasses or physically attacks another student, Accommodated Person or an employee of the Accommodation Provider, attacks them verbally or intimidates them,
- g. the Accommodated Person uses, holds, manufactures, stores or procures for another person narcotic or psychotropic substances or poisons within the meaning of generally applicable legal regulations,
- h. the Accommodated Person failed to pay, properly and on time, the accommodation services or related fees, and is in delay by more than 10 calendar days,
- i. the Accommodated Person states false, invalid or misleading information when dealing with SFA CTU, including provision of information when submitting an application for accommodation or reserving an accommodation place, or when checking into the accommodation facility (e.g. in the Accommodation Agreement, or in other documents presented or filled in when checking into the dormitory etc.),
- j. the Accommodated Person fails to supply information to the Accommodation Provider which they are obliged to supply as per Article IV. paragraph 5 of these General Terms of Accommodation,
- k. the Accommodated Person presents, to the Accommodation Provider, an invalid, forged or incomplete certificate of study, or an invalid or incomplete copy of a diploma; in the case of such conduct, the Accommodated Person is also obliged to pay the Accommodation Provider a penalty amounting to the reservation deposit,
- l. the Accommodated Person uses reserved or common areas of the accommodation facility for business activity without the Accommodation Provider's prior written consent, or has established a registered office or place of business for a legal entity or natural person – entrepreneur at the Accommodation Provider's address without their prior written consent,
- m. the Accommodated Person fails to report an extraordinary event on time, or fails to abide by the Accommodation Provider's instructions during the resolution of an extraordinary event (presence of insects or rodents, blocked drains etc.),
- n. the Accommodated Person repeatedly fails to abide by personal hygiene principles,

- o. the Accommodated Person promotes racial or ethnic intolerance or discrimination,
 - p. the Accommodated Person will not accommodate another person within the given accommodation capacity of the given room,
 - q. the Accommodated Person repeatedly bothers other Accommodated Persons or employees in the dormitory with their behaviour and actions (loud music, noisy behaviour etc.) despite a previous written warning from the Accommodation Provider.
- 4) The Accommodation Provider and the Accommodated Person are obliged to abide by the general provisions of Act no. 89/2012 Coll., of the Civil Code, as amended, in particular the provisions in § 1721 et seq., including reasons for Withdrawal from the Accommodation Agreement.
 - 5) Withdrawal from the Accommodation Agreement and termination of the Accommodation Agreement must be in writing, and in that case the Accommodation Agreement becomes invalid on the basis of the Accommodation Provider's Withdrawal or termination as per Article V. paragraph 1, on the fifth day from the day of sending of the notice of termination or written notice of Withdrawal from the Accommodation Agreement to the Accommodated Person's e-mail address.
 - 6) The Accommodated Person is obliged to vacate the accommodation premises and hand them over to the Accommodation Provider in the condition in which they received them, taking into consideration normal wear and tear, no later than the last day of validity of the Accommodation Agreement, during the operating hours of the given dormitory, unless the Parties agree otherwise.
 - 7) If the Accommodated Person has concluded an Accommodation Agreement to the end of the summer holidays, and at the same time has a confirmed accommodation reservation for the following academic year in another room in a CTU dormitory, they must discuss their moving to the reserved place before the end of the summer holidays with the economic manager of the dormitory in which they have a confirmed reservation. Such moving is only possible if the reserved place is vacant.
 - 8) If the validity of the Accommodation Agreement terminates, and the Accommodated Person fails to vacate (hereinafter "check out") of the accommodation premises designated for and provided to them, properly and in a timely manner, by the stipulated deadline, the Accommodated Person will be obliged to pay a contractual fine as set forth in the current *List of Payments* from the day following the afore-mentioned deadline. Upon the expiry of 5 calendar days from the day of the stipulated deadline for vacating the accommodation premises, the room can be cleared out by the Accommodation Provider.
 - 9) In the case of a stay shorter than 60 calendar days, the Accommodated Person must pay a local fee as per the Act on Local Fees, as amended, unless they are exempt from the obligation to pay the fee (e.g. exemption in the case of direct participation in educational or creative activity in universities, schools and school facilities, or in accordance with applicable legislation). The relevant regulations also stipulate the obligation to pay a fee if the Accommodated Person has visitors.
 - 10) If an extraordinary situation occurs (e.g. a state of emergency is declared in the Czech Republic), the Accommodation Provider can offer the Accommodated University Student the option of a so-called technical check-out, with a discount on the dormitory fee. A technical check-out means that, based on the Accommodation Provider's invitation, the student requests a technical check-out in ISKAM4, returns the key to the dormitory room, leaves their personal items in the dormitory and remains physically absent from the dormitory for the entire month in question. The amount of the discount on the dormitory fee for the given month is at the discretion of the director.
 - 11) The Accommodation Provider and the Accommodated Person have agreed to communicate via an e-mail address supplied by the Accommodated Person to the Accommodation Provider in the ISKAM4 system during the process of allocating the accommodation place. Both Parties consent to this method of communicating written information, and the Accommodated Person is obliged to check their e-mail correspondence regularly. In the event of a change of e-mail address, the Accommodated Person will duly inform the Accommodation Provider of this fact.

**Article VI.
Personal data protection**

As per the provision of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council, of the 27th of April 2016, General Data Protection Regulation (hereinafter "Regulation"), the Accommodation Provider hereby states the following:

- 1) The Accommodated Person acknowledges that the Accommodation Provider processes personal data provided by them voluntarily that is contained in the application for accommodation and in the Accommodation Agreement, for the purpose and in the extent necessary to provide accommodation.
- 2) The Accommodation Provider declares that they process the personal data contained in the application and in the Accommodation Agreement solely for the purpose of providing accommodation, in particular for the duration of the Accommodation Agreement and, after its end, for a maximum 3-year limitation period in order to collect any accommodation arrears. After the end of this limitation period, the Accommodation Provider will process only personal data whose processing is required by superordinate legal regulations.
- 3) The Accommodated Person is entitled to revoke their consent to the processing of personal data at any time (in that case, however, it will not be possible to provide accommodation to them, whereby the provisions of the previous paragraph of this Article remain unaffected); furthermore, the Accommodated Person has the right to ask the Accommodation Provider for access to their personal data, its correction or deletion, restriction of processing, or to raise an objection against the processing, at the filing office or reception of the SFA CTU directorate in Prague at Vaničkova 315/7, 160 17 Prague 6. The applicant also has the right to the portability of this data to another personal data controller, as well as the right to file a complaint with the Office for Personal Data Protection, if they believe that the Accommodation Provider is acting in conflict with the afore-mentioned Regulation when processing personal data.
- 4) The applicant can find detailed information regarding the scope and purposes of personal data processing on the Accommodation Provider's website, <https://www.suz.cvut.cz/en/gdpr>. The Accommodated Person consents to the conditions relating to personal data protection connected to the application for accommodation in the dormitory. These conditions are published on the ISKAM4 web interface via which the Accommodated Person applies for accommodation.

**Article VII.
Final provisions**

This document is issued in accordance with other internal regulations of SFA CTU in Prague, and forms an Appendix to the *Accommodation Scenario*.

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