

## Masaryk University Guideline No. 8/2017

### HOUSE RULES AT UNIVERSITY HALLS OF RESIDENCE

(wording as of 1 April 2021)

Pursuant to Art. 15 of the Organizational Rules of Masaryk University I hereby issue the following Guideline:

#### Article 1

##### Basic Provisions

- (1) Halls of residence fall within the university-wide scope of competences of Accommodation and Catering Services, a special-purpose organization with its office at Vlnářská 5, Brno, postcode 603 00 (hereinafter referred to as "ACS" or the "Accommodation Provider"), which is part of Masaryk University (hereinafter referred to as "MU"), with its registered office at Žerotínovo nám. 617/9, Brno, postcode 601 77, Identification Number 002 16 224, a public university established under Act No. 50/1919 and operating under Act No. 111/1998, on Higher Education Institutions and on the Modification and Amendment of some other Acts (Higher Education Act), as amended (hereinafter referred to as the "Act"). The organization and management of the halls of residence, performed by ACS within its university-wide competence, is governed by Art. 2.
- (2) The main goal of halls of residence is to provide MU students with accommodation and related services, all of these temporarily and for a fee (hereinafter referred to as the "Accommodation"). The Accommodation can be arranged on a long-term or short-term basis.
- (3) If accommodation capacity permits, the Accommodation can also be provided to other members of the MU academic community, students of other universities and other natural and legal persons.
- (4) During the summer break, the Accommodation is governed by the Accommodation Provider's guideline for „summer accommodation“.
- (5) The accommodated students may not run a business or conduct other similar activities in the halls of residence and the surrounding area without the prior written consent of the Accommodation Provider and without entering into a relevant written agreement.

#### Article 2

##### Organization and Management

- (1) The university halls of residence consist of the following sets of buildings:
  - a) Accommodation Operation I. – Vlnářská Street No. 5:
    1. Vlnářská 5 Hall of Residence – a hall of residence with a non-stop reception service
    2. Tvrdého 5/7 Hall of Residence – a hall of residence with a night-time reception service
  - b) Accommodation Operation II. – Kounicova Street No. 50:
    1. Kounicova 50 Hall of Residence – a hall of residence with a non-stop reception service

2. Mánesova 12a Hall of Residence – a hall of residence with a night-time reception service
  3. Klácelova 2 Hall of Residence – a hall of residence with a night-time reception service
  4. nám. Míru 4 Hall of Residence – a hall of residence with a night-time reception service
  5. Veverí 29 Hall of Residence – a hall of residence without a reception service
- c) Accommodation Operation III. - Bří Žůrků Street No. 5:
1. Bří Žůrků 5 Hall of Residence – a hall of residence with a non-stop reception service
  2. Sladkého 13 Hall of Residence – a hall of residence with a non-stop reception service
- (2) The Accommodation and all other related activities (economic, operational, technical, organizational, etc.) as well as the implementation of the accommodation policy are managed by the ACS director within the scope of their authority and competences arising mainly from the ACS Organizational Rules. Methodological management is primarily the competence of the MU bursar and the MU vice-rector for student affairs.
  - (3) Accommodated students are represented in matters concerning accommodation conditions in their hall of residence by a hall of residence board. The hall of residence board shall provide the accommodated students with information on matters concerning the particular hall of residence in which they are accommodated. The hall of residence board is responsible for ensuring consistent peace and order in the hall of residence; to this end, it shall provide the Accommodation Provider with the necessary assistance. Additional tasks of hall of residence boards are laid down in the Election and Procedural Rules regarding the representation of the students accommodated in the halls of residence.

#### Article 3

##### **Accommodation**

- (1) Accommodation in a hall of residence can be provided to MU students in all degree programs accredited at MU. Provided that the demand of MU students for the Accommodation is satisfied, students at other universities in Brno can be accommodated in the halls of residence under the same conditions as MU students.
- (2) Free accommodation capacity can be used for commercial purposes.
- (3) The contractual terms and conditions of student accommodation in a hall of residence are laid down in the Accommodation Agreement concluded between the Accommodation Provider and the accommodated student (accommodated person) pursuant to Section 2326 et seq. of Act No. 89/2012, the Civil Code, as amended (hereinafter referred to as the "Civil Code"). In the Accommodation Agreement, the Accommodation Provider undertakes to provide the accommodated person with temporary accommodation for an agreed term, and the accommodated person undertakes to pay the Accommodation Provider for the accommodation and related services within the deadline agreed in accordance with the House Rules. The Accommodation is governed by the rights and obligations arising from the Accommodation Agreement in conjunction with generally binding applicable legislation and other regulations, MU internal regulations and other MU and ACS regulations, in particular the Rules of Accommodation at MU Halls of Residence, the MU Regulation on Accommodation of Students in MU Halls of residence, the House Rules, and guidelines issued by MU employees, including ACS employees, within their management competencies and authority.
- (4) Accommodation in a hall of residence is provided during the academic year. Accommodation may also be provided during the summer break ("summer

accommodation”). The terms and conditions of summer accommodation are set by the ACS director in compliance with the Summer Accommodation Guideline published on the ACS website and at other places designated for this purpose, including the official notice boards at the halls of residence.

- (5) There is no legal entitlement to accommodation in a hall of residence.
- (6) The student accommodation itself is subject to the Rules of Accommodation at MU Halls of Residence for the given academic year.
- (7) The reservation and commencement of accommodation is governed by the accommodation schedule set by the ACS director for the given academic year.
- (8) An accommodated student may move to another bed during the academic year only with the prior consent of the Accommodation Provider. In exceptional cases, the Accommodation Provider may order students to move (including moving to another hall of residence) if necessary in the interest of the accommodated students, for operational reasons, to ensure the efficient use of the accommodation capacity or if required by another legitimate interest of ACS or MU.
- (9) If there is free accommodation capacity, an accommodated student may be entitled, with the approval of the Accommodation Provider, to use another free bed for a fee specified in the Dormitory Price List of residence fees for the given academic year, published on the ACS website and at other places designated for this purpose, especially on official notice boards at the halls of residence.
- (10) An Accommodation Agreement may be extended at the request of an accommodated student delivered to the Accommodation Provider at least one month before the termination date specified in the Accommodation Agreement; the Agreement may be amended solely in writing in the form of a mutually confirmed amendment.
- (11) The joint accommodation of spouses or partners is possible only in separate double rooms and depends on the available accommodation capacity of rooms reserved for couples.
- (12) The accommodation of children in MU halls of residence is not allowed.

#### Article 4

##### **Accommodation Termination**

- (1) The Accommodation terminates or is terminated:
  - a) With the expiry of the term for which the Accommodation was agreed in the Accommodation Agreement.
  - b) Prior to the expiry of the agreed term of accommodation, by notice of termination given in writing by the accommodated person even without giving reason with a notice period of one month starting from the first calendar day of the month following the delivery of the notice to the Accommodation Provider; this is without prejudice to the liability of the accommodated person for any damage caused to the Accommodation Provider through such early termination of the Accommodation pursuant to Section 2330(2) of the Civil Code.
  - c) Prior to the expiry of the agreed term of accommodation, by notice of termination in writing given by the Accommodation Provider without a notice period if the accommodated person commits a gross violation of good morals or his/her obligations arising from the Agreement despite being given a prior warning. A gross violation of good morals or the Agreement may include failure to pay the price for the Accommodation, damage to furnishings of the accommodation area or common areas (Article 5(1) and (2)), accommodating a third party in the accommodation area or part thereof, dirtying the accommodation area or common areas, harassment of other accommodated persons or authorized persons of the Accommodation Provider, infringement of other rights or justified interests of other accommodated persons and other persons, including authorized persons of

the Accommodation Provider, breach of obligations while under the influence of drugs or alcohol, breach of peace and order in a hall of residence and/or violation of other rules of accommodation, particularly those stipulated in Art. 9. The notice given by the Accommodation Provider will be delivered to the last known (temporary or permanent) address of the accommodated person; where delivered via a postal operator, the notice will be deemed to have been delivered upon the expiry of the fifth calendar day from the date of storage of its written copy by a postal operator, regardless of whether the accommodated person is aware of such storage.

- d) By expiry of the time limit for pre-accommodation set in accordance with the Accommodation Agreement.
  - e) In a manner determined in accordance with the general provisions of the Civil Code regarding termination of obligations, e.g. the subsequent impossibility of performance pursuant to Section 2006 et seq. of the Civil Code. For the purposes of this provision, subsequent impossibility includes cases where the Accommodation Provider is unable to provide the Accommodation due to a decision by the competent state administration or self-government bodies or for other objective reasons (damage to or destruction of the hall of residence, state of crisis, etc.).
- (2) At the end of the Accommodation, the accommodated person shall follow, inter alia, the applicable regulations, guidelines and instructions of the Accommodation Provider, as a rule published on the ACS website and at other places designated for this purpose, especially on official noticeboards at the halls of residence.
  - (3) A student whose Accommodation in the hall of residence was terminated pursuant to Art. 1(c) cannot be accommodated again.

#### Article 5

##### Hall of Residence Place and Common Areas

- (1) A hall of residence place means a bed located in an area (room) designated for the accommodation of the accommodated person.
- (2) Common areas mean areas designated as such with regard to their structural and technical arrangement in a hall of residence (e.g. staircases, common corridors, etc.) as well as other areas reserved for this purpose by the Accommodation Provider, such as study rooms, common sanitary facilities, common kitchens and other rooms, all of them intended to be used by all accommodated persons equally.
- (3) An MU student accommodated for an entire year will have a reserved hall of residence place depending on accommodation capacity, with the aim of ensuring the efficient use of the halls of residence, primarily from the economic and/or operational and technical perspectives.
- (4) The hall of residence place and common areas may only be used for the purpose for which they are designated. Upon the acceptance of a hall of residence place, the accommodated person shall check the condition of the room and its equipment and furnishings and to record any defects immediately after the room takeover in the electronic book; or he/she may also report the defect without delay through a written notice to the hall of residence reception. The Accommodation Provider shall check the scope of the defects without undue delay. If no such notice is made upon the commencement of the Accommodation, the accommodated person is deemed to have accepted the hall of residence place without defects; compensation for any defects and damage discovered later will be shared equally by all roommates accommodated in the room according to the valid Price list of damages related to accommodation.
- (5) The accommodated person shall abide by all applicable laws and other regulations relating to the Accommodation, including fire regulations, safety, hygiene and environmental regulations; the accommodated person is responsible for cleaning the room regularly. In halls of residence with rooms equipped with sanitary facilities, the Accommodation Provider disinfects the sanitary facilities once a month.

## Article 6

### Hall of Residence with a Non-Stop Reception Service

- (1) Such hall of residence is open 24 hours a day. An accommodated person may only enter the hall of residence after presenting his/her hall of residence card (ISIC card).
- (2) Quiet hours are between 10 p.m. and 6 a.m. During quiet hours, an accommodated person shall take measures to prevent making any noise. In particular it is not allowed to play musical instruments, sing and hold noisy parties. The volume of radios, televisions and other devices must be turned down so that the noise does not disturb other accommodated persons. Quiet hours also apply to the outdoor areas adjacent to the hall of residence buildings, including parts designated by the Accommodation Provider as sports and recreation areas.
- (3) Guests can be received:
  - a) From 8 a.m., after they show a valid identification card (national ID card or passport) and after they fill in a visitor card at the reception, while complying with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the General Data Protection Regulation (hereinafter referred to as the "GDPR").
  - b) If a guest stays in the hall of residence after 11 p.m., the accommodated person who has received this guest shall pay a fee for the accommodation of the guest on a temporarily vacant bed in accordance with the Price List for Other Services Related to Accommodation pursuant to Article 9(3)(u).
  - c) A guest may be received in a room only with the consent of the other roommate(s).
- (4) A student accommodated in a hall of residence consisting of multiple buildings is not required to fill in a visitor card when visiting one of the other buildings of the same hall of residence, but shall show his/her hall of residence card (ISIC card).
- (5) An accommodated person who has received a guest is responsible for compliance with the House Rules and shall fully reimburse the Accommodation Provider for any damage caused by the guest.
- (6) Any accommodation (including short-term accommodation and overnight stays) of persons who have not been reported in advance under the conditions set out in Article 9(3)(u) is forbidden.
- (7) Designated areas of the halls of residence are monitored with a camera system for reasons of property protection and personal safety; the Accommodation Provider shall inform the accommodated person about such system in accordance with the GDPR.

### Hall of Residence Without a Reception Service and with a Night-time Reception Service

- (8) When commencing the Accommodation, an accommodated person receives a set of keys to his/her assigned room, to the main entrance to the building and/or to other common areas if necessary. In halls of residence equipped with electronic access systems, an ISIC card is used for entry or, if a student does not have an ISIC card, a substitute card issued by the Accommodation Provider. If an accommodated person loses this card, a fee will be charged.
- (9) An accommodated person is responsible for locking his/her room and the hall of residence building and shall observe especially fire, safety, hygiene and environmental regulations, the House Rules and related regulations and guidelines published at a place designated for this purpose as well as on the ACS website.
- (10) A guest may be received only with the consent of the other roommate(s).
- (11) The Accommodation of guests is governed by Article 9(3)(a)(u).
- (12) Designated areas of the halls of residence are monitored with a camera system for reasons of property protection and personal safety; the Accommodation Provider

shall inform the accommodated person about such system in accordance with the GDPR.

- (13) The provisions for a hall of residence with a reception service apply with the necessary modifications to a hall of residence with a night-time reception service.

#### Article 7

##### **Accommodation Card**

- (1) The accommodation card serves as a proof of the Accommodation of a student in a hall of residence and entitles the accommodated person to enter the hall of residence in which he/she is accommodated, and can also be used for entry into other MU hall of residence buildings for the use of services (gym, laundry room, etc.). The accommodation card can be an ISIC card, or a replacement card or chip issued by the landlord, if the student does not have an ISIC card. When entering a hall of residence with a reception service, an accommodated person shall automatically show his/her accommodation card.
- (2) An accommodation card is not transferable. In the event of the loss or theft of an accommodation card, the accommodated person shall notify the Accommodation Provider immediately.

#### Article 8

##### **Price for the Accommodation, Fees for Services Related to the Accommodation and Payment Terms**

- (1) A student shall pay:
  - a) The price for the Accommodation according to the Price List for Accommodation; this price includes fees for services related to the accommodation if they are not explicitly included in the Price List for Other Services Related to Accommodation according to letter (b),
  - b) Fees for other services related to the Accommodation according to the Price List for Other Services Related to Accommodation, all at the amount set for the respective academic year.
  - c) Other payments agreed in the Accommodation Agreement.

Payments shall be made through the SUPO payment system (hereinafter referred to as "SUPO") based on instructions on payments and on the use of SUPO published on the ACS and MU websites. The Price List for Accommodation and the Price List for Other Services Related to Accommodation are published on the ACS website and at other places designated for this purpose, especially on official noticeboards at the halls of residence. An accommodated person shall familiarise himself/herself with these price lists on the day he/she enters into the Accommodation Agreement. The Accommodation Provider reserves the right to unilaterally change the prices for the Accommodation and the fees for related services based on applicable laws and regulations (e.g. in the event of a change to VAT) and other price-related circumstances determined by applicable laws and regulations, including MU regulations, provided that such increase in prices and fees is not excessive.

- (2) The price for the Accommodation is payable monthly in advance within the deadlines set in the Collection and Transfer of Salaries Schedule for the given academic year, published in the SUPO system. If the Accommodation is commenced during a calendar month, the price for the Accommodation is payable by the tenth (10th) day from the date of the actual commencement of the Accommodation. The price for the Accommodation must be credited to the bank account of the Accommodation Provider by its due date. Failure to pay the price for the Accommodation may be considered a gross breach of the accommodated person's obligations under the Accommodation Agreement and is reason for terminating the Accommodation by notice given by the Accommodation Provider pursuant to Article 4(1)(c).

- (3) The price for the Accommodation during the summer break is set through a price list in accordance with the Summer Accommodation Guideline issued for the given academic year; the price of the Accommodation is usually paid through the SUPO system, but can also be paid in cash at the reception desk or to an authorized person of the relevant hall of residence, unless otherwise specified in this guideline. The Summer Accommodation Guideline is published on the ACS website and at other places designated for this purpose, including on official notice boards at the halls of residence.
- (4) The payment of fees for other services related to the Accommodation and the manner of their payment is governed by subsections (1) to (3).

#### Article 9

##### **Rights and Obligations of Accommodated Persons**

- (1) The right of an accommodated person to use a hall of residence place and common areas (Article 5(1) and (2)) arising from the Accommodation Agreement is exclusively a personal right which cannot be validly assigned to another person.
- (2) An accommodated person has the right:
  - a) To use his/her reserved hall of residence place that he/she accepted in a condition fit for its proper use; to use the common areas of the accommodation facility.
  - b) To use the outdoor areas at the site of the hall of residence, such as sports and recreation areas, which are reserved for this purpose by their operator –the Accommodation Provider –in accordance with the House Rules.
  - c) To use the services related to the Accommodation.
  - d) To be provided with basic room furnishings (according to the room inventory) and to routine maintenance of these furnishings.
  - e) To receive one key to the room in which he/she is accommodated as well as a key to the building and common areas if the Accommodation is provided in a hall of residence without a reception service.
  - f) To receive visitors in accordance with Article 6(3) and Article 9(3)(u).
  - g) To submit proposals and comments concerning the operation of the hall of residence to the hall of residence board or management or to the ACS director.
- (3) An accommodated person shall:
  - a) Properly use the hall of residence place reserved for him/her and that he/she accepted in a condition suitable for its proper use; properly use the common areas of the accommodation facility.
  - b) Properly use the outdoor areas at the site of the hall of residence, such as sports and recreation areas, which are reserved for this purpose by their operator –the Accommodation Provider –in accordance with the House Rules.
  - c) Properly use the services related to the Accommodation.
  - d) Provide a valid identification card when moving into the hall of residence. The accommodated person can be represented by an agent who must show an officially certified power of attorney and other necessary documents.

- e) Pay the price for the Accommodation set in the Price List for Accommodation, the fees for other services related to the Accommodation set in the Price List for Other Services Related to Accommodation and other fees agreed in the Accommodation Agreement. The proper and timely payment of the price of the Accommodation is secured pursuant to the Accommodation Agreement through a contractual penalty of five Czech crowns (CZK 5) for each commenced calendar day of default with payment; this is without prejudice to the obligation of the accommodated person to reimburse the Accommodation Provider for any damage incurred in this connection, regardless of the amount of the damage incurred. Other payment terms and conditions are pursuant to the Accommodation Agreement.
- f) Abide by the contractual obligations laid down in the Accommodation Agreement, internal MU regulations and other MU and ACS regulations related to the Accommodation, in particular the following:
  - 1. The House Rules, the MU Regulation on Accommodation of Students in MU Halls of Residence, and the Rules for Accommodation for the Academic Year, including the Schedule of Collection and Transfer of Wages published in the SUPO.
  - 2. Fire protection regulations, including smoke alarm regulations, safety, hygiene and environmental regulations, all published at the place assigned for this purpose or in the halls of residence, especially in the vicinity of the relevant equipment (electrical appliances).
  - 3. MU and ACS instructions related to accommodation in halls of residence.
- g) Care for, protect and not damage the equipment and furnishings of his/her room, the common areas inside the hall of residence and in the outdoor areas, and behave in such a way as to avoid damage.
- h) Reimburse the Accommodation Provider for any damage caused through the accommodated person's fault or negligence.
- i) Abide by the principles of civic coexistence, respect the needs of other accommodated persons and behave in such a way as not to endanger the safety of persons and property, disturb the peace and order in the halls of residence and the surrounding area or otherwise interfere with the rights and legitimate interests of other persons.
- j) Notify the Accommodation Provider and the police of any suspicion that an offense, in particular a criminal offense (i.e. a felony or a misdemeanour) or an administrative infraction has been committed inside or within the premises of the halls of residence.
- k) Clean his/her room regularly.
- l) Secure the room against unauthorized intrusion by locking it properly and, in halls of residence without a reception service, also lock the entrance to the hall of residence.
- m) Inform the Accommodation Provider in advance that he/she wishes to bring to the hall of residence his/her own information technology devices (PC or laptop and their accessories, etc.), audio-visual equipment, optics or any other thing of special value by filling in the respective form available from the accommodation manager of the relevant hall of residence.
- n) Ask the Accommodation Provider for approval to bring in and use his/her own electrical appliance or similar electrical device (hereinafter referred to as an "electrical appliance") by filling in the form available from the accommodation manager of the relevant hall of residence and in accordance with the Accommodation Provider's instruction on the use of electrical appliances. Bringing in to, or using an electrical appliance in, a hall of residence that does not comply with the parameters and requirements set by the applicable technical standards or whose electricity consumption significantly exceeds the usual consumption at the given accommodation facility is not allowed. Should an accommodated person fail



to report a thing of special value or electrical appliance in the manner laid down in the Accommodation Rules or the Accommodation Agreement, he/she shall pay the Accommodation Provider a contractual penalty of an amount agreed in the Accommodation Agreement.

- o) Show his/her accommodation card (ISIC card) to the receptionist upon entering a hall of residence; and show the accommodation card upon request to other hall of residence employees, members of the hall of residence board or other authorized persons appointed by the ACS director.
- p) Save electricity and hot and cold water and sort waste.
- q) Based on prior notice given by the Accommodation Provider, usually by e-mail to an e-mail address of the accommodated person known to the Accommodation Provider, allow people to enter his/her room to inspect electrical appliances and other equipment, check compliance with fire protection regulations and the structural and operational and technical conditions of the building and its facilities pursuant to building regulations and occupational safety and fire protection regulations, including hall of residence employees who repair defects in equipment and furnishings of the accommodation area.
- r) Immediately report any defect or damage discovered in the hall of residence to the Accommodation Provider (usually at the nearest reception desk), unless stated otherwise –for example by making a record in the electronic book of defects.
- s) Notify the Accommodation Provider (usually via the person in charge of the operation of the hall of residence) of the intention to use of the common areas for purposes other than the intended ones, who will then make a written decision.
- t) Move to another room within the same hall of residence or to another hall of residence only with the prior consent of the Accommodation Provider under the conditions set by the Accommodation Provider.
- u) Notify the receptionist or the Accommodation Provider of any exceptional accommodation of a guest in a temporarily vacant bed, while the accommodated person shall:
  - 1. Provide the written consent of his/her roommate who will not be using the bed in question in the given period and will not claim damages against ACS in the event he/she incurs damage.
  - 2. Collect bed linen for the guest against confirmation from the store room operator (or the receptionist) at the hall of residence, and return the borrowed bedlinen to the store room operator (or the receptionist) after the guest's accommodation ends. The liability of the accommodated person during the accommodation of a guest is governed by Art. 6(5).
  - 3. A guest accommodated in a temporarily vacant bed shall pay a fee in accordance with the Price List for Other Services Related to Accommodation.
- v) At the end of the Accommodation:
  - 1. Return the hall of residence place to its original condition and hand it over to the responsible employee of the hall of residence no later than by 12 noon on the day his/her Accommodation ends. In the event any defect or damage is discovered, make a record of his/her opinion in a report on detected defects.
  - 2. Return any borrowed items in their original condition to the employee in charge of the store room or another authorized employee, who will confirm their receipt on the prescribed form.
  - 3. Return the assigned keys and check out from the accommodation register.
  - 4. Compensate the damage he/she caused during the Accommodation in the hall of residence, which will be calculated by an authorized employee of the Accommodation Provider.
  - 5. Settle any other financial obligations towards the Accommodation Provider

arising from or related to the Accommodation.

- w) Comply with the instructions of the Accommodation Provider regarding the use of the designated sports and recreation areas at the site of the hall of residence, in particular:
    - 1. Use the sports and recreation areas only for the purpose for which the Accommodation Provider (operator) established and designated them; for example, riding a bicycle or other means of transport, and walking animals, including pets, is not allowed, with the exception of guide dogs used by visually impaired students based on a certificate on the allocation of a mobility aid.
    - 2. Observe the principles of prevention of damage to health and property and safety, fire, hygiene and environmental regulations; pay increased attention especially to the recreation area equipped with the outdoor grill.
    - 3. Use the equipment of sports and recreation areas and other property of the Accommodation Provider reserved for this purpose solely for the designated purpose.
    - 4. Protect the equipment of sports and recreation areas and any other property of the Accommodation Provider reserved for this purpose from damage, loss, destruction, misuse or soiling.
    - 5. The Accommodation Provider does not guard the outdoor areas at the site of the hall of residence, including the sports and recreation areas, nor does it guard any items the accommodated person has with him/her while using these areas; the Accommodation Provider is not obliged to take out insurance and bears no liability for damage incurred in this connection by the accommodated person as a user of the areas (including potential theft).
  - x) Inform the Accommodation Provider without undue delay of any changes concerning the identification of the accommodated person as well as of other facts decisive for the proper fulfilment of obligations arising from the Accommodation Agreement; such facts include the contact details of the accommodated person, including his/her e-mail address.
  - y) Notify the Accommodation Provider immediately of the occurrence of undesirable insects or other parasites, infectious diseases, etc.
  - z) Become acquainted with the House Rules when signing the Accommodation Agreement and with any changes thereto during the term of the Accommodation Agreement.
- (4) An accommodated person is prohibited:
- a) From moving to another room without the consent of an authorized employee of the Accommodation facility.
  - b) From receiving guests in contradiction with Article 9(3)(u).
  - c) From interfering with installations of any kind and from putting into operation unauthorized electrical appliances and similar devices.
  - d) From replacing the door locks of the room in which he/she is accommodated or the locks of the main entrance to a hall of residence without a reception service.
  - e) From moving or dismantling room furniture, from exchanging furniture between rooms, and from removing furniture from the halls of residence.
  - f) From smoking or using cigarettes, including electronic cigarettes, in a hall of residence, including indoor areas accessible to the public (the Accommodation Provider does not offer a smoking room that meets structural requirements for a separate smoking area), from using an open flame and from carrying out activities that may cause a fire.
  - g) From parking vehicles in the campus outside the car park or other reserved parking places.

- h) From keeping any weapons defined in the Schedule to Act No. 119/2002, on Firearms and Ammunition (Acton Weapons), as amended; this prohibition also applies to replicas.
- i) From possessing, producing, keeping or procuring narcotic or psychotropic substances or poisons through unlawful action (committing a criminal or other offense).
- j) From keeping animals, with the exception of guide dogs used by visually impaired students based on a certificate on the allocation of a mobility aid.
- k) From placing anything on exterior windowsills, thereby endangering passers-by.
- l) From storing garbage on balconies.
- m) From placing and gluing posters or other items on the interior or exterior surfaces of the accommodation area (furniture, doors, windows, balconies, etc.). If an accommodated person damages wall paint, he/she shall restore the room to its original state or reimburse the damage.
- n) From using fire extinguishers and hydrant hoses for other than the designated purpose and from damaging them; from causing a false fire alarm, in particular through misuse or unauthorized interference with a fire alarm or fire detector; a breach of this prohibition may be considered endangering public safety.
- o) From keeping sports equipment, bicycles and other bulky items in his/her room without his/her roommate's /roommates' consent.

#### Article 10

##### **Rights and Obligations of the Accommodation Provider**

- (1) The Accommodation Provider is entitled especially:
  - a) To issue guidelines on the proper performance of accommodated person's obligations relating to the Accommodation, including the related services.
  - b) To enter a room without prior notice only in the event of an accident or another extraordinary event (for example when the safety of a person/persons is endangered or if there is a risk of property damage); the Accommodation Provider shall subsequently notify the accommodated person of this fact, usually by sending an e-mail to an e-mail address of the accommodated person known to the Accommodation Provider. To enter a room based on a prior notice in other cases (to check the proper use of the room, to examine technical equipment, to repair defects, etc.); the prior notice of the Accommodation Provider can be made electronically, by e-mail to an e-mail address of the accommodated person known to the Accommodation Provider.
  - c) To evict an accommodated person at the latter's cost, or deposit an accommodated person's belongings at the latter's cost in a room designated for this purpose, if such accommodated person fails to vacate his/her room by the date of termination of the Accommodation. Such property will be considered abandoned after the expiry of the statutory deadline.
  - d) To change the hall of residence place at most once during the term of the Accommodation on serious grounds, especially for operational and technical reasons or to ensure the efficient use of the accommodation capacity, but always to one bed in a room in the same hall of residence, unless the Accommodation Provider and the accommodated person agree otherwise. The accommodated person must be informed of the change of the hall of residence place at least fourteen days in advance. When changing the hall of residence place pursuant to this provision, the Accommodation Provider shall provide the accommodated person with a one-off discount in accordance with the Accommodation Agreement in the calendar month in which the hall of residence place was changed.

- e) To accommodate another student or guest in a temporarily unoccupied bed in the room. The accommodated person shall be informed about this possibility by e-mail sent to the university address; his/her consent is not required.
  - f) To terminate the Accommodation Agreement in the event that a state of crisis is declared; if the student is absent from the hall of residence, to formally vacate his/her hall of residence place.
  - g) To monitor the buildings of the halls of residence for the purpose of protecting property and personal safety under the GDPR and to inform an accommodated student of the location of cameras in accordance with this regulation.
  - h) In a state of emergency, a state of endangering the state and a state of danger, the ACS director may, after having the issues discussed in the MU Crisis Board, decide on other rights of the Accommodation Provider, such as, mainly:
    - 1. Immediate change of accommodation without prior notice and other restrictions.
    - 2. Vacating the room in which an accommodated person is not staying. A representative of the hall of residence board or a representative of student volunteers will be present at the vacating. The person's belongings from the vacated room will be stored in the premises designated for this purpose. The accommodated person will be immediately informed about the vacating and the possibility of collecting his/her stored belongings via all contacts available to the ACS.
    - 3. Eviction of the accommodated persons and closing halls of residence.
- (2) The Accommodation Provider undertakes:
- a) To hand over the hall of residence place, i.e. one bed in a room including basic facilities (according to the inventory) in a condition that is fit for its proper use (i.e. at a standard quality) and to enable the accommodated person to use the common areas and the outdoor and recreation areas at the site of the hall of residence.
  - b) To ensure that the accommodated person may exercise his/her rights associated with the Accommodation fully and without disturbance, which means ensuring the standard quality of the Accommodation including related services (i.e. to provide heating and lighting, continuously repair defects in the accommodation area and throughout the accommodation facility).
- (3) Head of accommodation operations or authorised persons designated by him or her the right:
- a) To carry out checks in the rooms in accordance with Article 9(3)(q).
  - b) The Accommodation Provider is entitled to enter a room without prior notice in the event of an imminent threat of an accident or other extraordinary event when the property or health of persons is endangered; the Accommodation Provider will subsequently notify the accommodated person of this fact, usually by e-mail to an e-mail address of the accommodated person known to the Accommodation Provider.
- (4) The Accommodation Provider shall also:
- a) Ensure the proper operation of the halls of residence.
  - b) Ensure the proper operation of outdoor sports and recreation areas at the site of the hall of residence.
  - c) Publish regulations and guidelines concerning the Accommodation and the operation of the halls of residence, as well as the operation of the outdoor sports and recreation areas, on the ACS website and at other places designated for this purpose, particularly on official notice boards at the halls of residence.
  - d) Inform the accommodated person in advance about all important events that affect the operation and conditions of the Accommodation, including the services related

to the Accommodation.

- e) Ensure compliance with the regulations of the Regional Public Health Inspection Authority and other state administration bodies.

Article 11

**Transitional Provisions**

If the Accommodation Agreement or another document refers to these House Rules using Roman numerals for numbering articles, such reference shall be deemed to refer to articles numbered in the House Rules using Arabic numerals of the same numerical value.

Article 12

**Final Provisions**

- (1) This Guideline cancels MU Guideline No. 8/2017 – House Rules at University Halls of Residence, dated 13 March 2020, effective from 13 March 2020.
- (2) This Guideline follows up from the MU Directive on Student Accommodation at MU Halls of Residence.
- (3) I hereby authorize the ACS director to interpret the individual provisions of this Guideline.
- (4) This Guideline falls within the scope of the methodical management of "Accommodation and Catering".
- (5) Supervision over the compliance with this Guideline is performed by the ACS director.
- (6) This Guideline becomes valid on the date it is signed.
- (7) This Guideline becomes effective on April 1<sup>st</sup>, 2021.

signed electronically

*Marta Valešová*  
*Bursar*