

Masaryk University Guideline No. 8/2017
ACCOMMODATION RULES OF UNIVERSITY DORMITORIES
(amended as of 1st April 2022)

Pursuant to Article 15 of the Organizational Rules of Masaryk University, I am issuing this Guideline:

Article 1

Subject of the Guideline

These Accommodation Rules (hereinafter as the ("MU")):

- a) stipulate the rules for the operation of MU university dormitories (hereinafter as the "dormitories"), and
- b) perform the function of business conditions for an agreement for accommodation in dormitories (hereinafter as the "Agreement").

Article 2

Basic Provisions

- (1) Dormitories belong to the university-wide competence of the special-purpose facility of the MU Dormitory and Catering Services (hereinafter as "SKM").
- (2) The basic mission of the dormitories is to provide MU students with accommodation and services related to accommodation, all temporarily and for a fee (hereinafter as "accommodation"). Free accommodation capacity can be used for commercial purposes.

Article 3

Organization

The dormitories consist of the following sets of buildings :

- a) Accommodation Operation I. – Vinařská Street No. 5:
 - (1) dormitory Vinařská 5 – dormitory with a non-stop reception service
 - (2) dormitory Tvrdého 5/7 - dormitory with a night-time reception service
- b) Accommodation Operation II. – Kounicova Street No. 50:
 - (1) dormitory Kounicova 50 - dormitory with a non-stop reception service
 - (2) dormitory Mánesova 12a – dormitory with a night-time reception service
 - (3) dormitory Klácelova 2 - dormitory with a night-time reception service
 - (4) dormitory nám. Míru 4 - dormitory with a night-time reception service
 - (5) dormitory Veveří 29 - dormitory without a reception service
- c) Accommodation Operation III. – Bří Žůrků Street No. 5:
 - (1) dormitory Bří Žůrků 5 – dormitory with a non-stop reception service
 - (2) dormitory Sladkého 13 - dormitory with a non-stop reception service

Article 4

Accommodation

- (1) Accommodation in dormitories is established by a Contract concluded between MU as an accommodation provider (hereinafter as the "Accommodation Provider") and the accommodated Person.
- (2) Occupancy of dormitories during the semester is governed by the MU Directive No. 4/2014 - Accommodation of Students at MU Dormitories.
- (3) Occupancy of dormitories during the summer holidays is governed by the SKM instructions for holiday accommodation.
- (4) In the case of free accommodation capacity, the entire accommodation space may be reserved for the accommodated person at the request of the accommodated person for a fee.
- (5) Joint accommodation of spouses or partners is possible only in separate double rooms according to the reserved accommodation capacity. Accommodation of children in MU dormitories is not possible.
- (6) An Accommodated Person may be represented in legal proceedings related to accommodation on the basis of a power of attorney. A power of attorney with an officially verified signature is required for these purposes.

Article 5

Dormitory place and common areas

- (1) "Dormitory place" means a bed with accessories located in the accommodation space.
- (2) "Accommodation space" means a room where a dormitory place is located.
- (3) "Common areas" means stairways, common corridors and other areas of the dormitory intended for common use by their construction and technical design, and other spaces stipulated by the Accommodation Provider for the common use, i.e., study rooms, common bathroom facilities, common kitchens, etc.

Article 6

Dormitory Identity Card

- (1) The dormitory identity card entitles the accommodated person to enter the dormitory and/or other buildings. An ISIC card or a replacement card or chip issued by the Accommodation Provider serves as a dormitory identity card.
- (2) The dormitory identity card is non-transferable. The guest is obliged to immediately notify the Accommodation Provider of its loss or theft.
- (3) The Accommodated Person is obliged to prove his identity with a dormitory card at the request of the employees of the relevant dormitory, members of the dormitory board, or other persons designated by the Accommodation Provider.

Article 7

Dormitory Operation

- (1) The dormitories are open 24 hours a day. In a dormitory with a reception service and a dormitory with an electronic access system, the Accommodated Person is allowed to enter the dormitory only on the basis of presentation of a dormitory identity card.
- (2) The Accommodation Provider does not guard the outdoor areas in the dormitory area, including sports and relaxation areas, and is not liable for damage to stored items.

- (3) The Accommodation Person will receive the room key and, if necessary, the keys to the common areas. At the dormitory without a permanent reception service and without an electronic access system, the Accommodated Person will also receive the key for the main entrance.
- (4) Night rest is set from 10:00 PM to 06:00 AM.
- (5) At the dormitories, it is forbidden to:
 - a) Move without the consent of the Accommodation Provider.
 - b) Interfere with installations of any kind and put into operation unauthorized electrical appliances and similar devices.
 - c) Replace the locks of the door of the room in which the Accommodated Person is staying, or to replace the locks of the main entrance of the dormitory, if the dormitory does not have a reception service.
 - d) Rearrange or dismantle the furniture in the room, exchange the furniture between the individual rooms, and take the furniture out of the dormitory building.
 - e) Smoke, including electronic cigarettes, in dormitory spaces, handle open flames or perform activities that may cause a fire.
 - f) Park vehicles in the dormitory area outside the car park or other places reserved for parking.
 - g) Bring to a dormitory or keep in a dormitory weapons or ammunition defined in Annex No. 1 and No. 2 to Law No. 119/2002 Coll. on Firearms and Ammunition (Arms Law), as amended; the ban also applies to their replicas.
 - h) Bring, keep, produce, or store narcotic or psychotropic substances or poisons at the dormitory.
 - i) Bring in animals, with the exception of assistance dogs on the basis of presentation of a Certificate of Assignment of Compensatory Aid.
 - j) Place any objects on the outside of the windowsills, thus endangering passers-by.
 - k) Store rubbish on balconies and dormitory loggias.
 - l) Place or glue posters or other objects on the interior and exterior equipment of the accommodation place (furniture, doors, windows, balconies, etc.).
 - m) Use fire extinguishers and hydrant hoses for other than the intended purpose, or damage them; trigger or cause a false alarm, in particular by misuse or unauthorized interference with the electronic fire alarm system.
 - n) Store sports equipment, bicycles or other large items in the room without the consent of a roommate.
 - o) Carry out business or other similar activity in the dormitory or in the outdoor areas of the dormitory without the prior written consent of the Accommodation Provider.

Article 8 **Visitors**

- (1) Visitors can be received from 08:00 AM to 10:00 PM upon presentation of a valid visitor's identity card and after proper completion of the visitor's ticket at the reception.
- (2) A visitor to the accommodation place may be accepted only with the consent of a roommate.
- (3) The Accommodated Person who received the visitor is obliged to ensure compliance with the Accommodation Rules by the visitor and departure of the visitor no later than by 10:00 PM. This does not apply to a visitor according to the following paragraph.
- (4) The Accommodated Person is entitled to ask the Accommodation Provider for a consent to the accommodation of a visitor. In such a case, the request of the Accommodated

Person shall include compensation for the damage caused to the Accommodation Provider by a visitor, and the Accommodated Person is obliged to:

- a. submit the roommate's written consent with the occupation of a vacant bed,
- b. provide bedding for the visitor, and
- c. pay a fee for the accommodation of the visitor in accordance with the Price List of Fees.

Article 9

Rights and Duties of the Accommodated Person

- (1) The right of the Accommodated Person to use the dormitory place, accommodation space and common areas is exclusively a personal right which cannot be transferred to another person.
- (2) The Accommodated Person has the right to:
 - a) Use the dormitory place, accommodation space, common dormitory areas and outdoor areas in the dormitory area and services related to accommodation.
 - b) Use the basic equipment of the dormitory place and accommodation space within the scope of the inventory list.
 - c) Submit proposals and comments concerning the operation of the dormitory to the dormitory board, the dormitory management or the SKM director.
- (3) The Accommodated Person has the obligation to:
 - a) Upon first arrival at accommodation place, present a valid ID to the Accommodation Provider.
 - b) When taking over the dormitory place, check the condition of the dormitory place and accommodation space, including their equipment, and record any defects in the protocol about taking over the dormitory place.
 - c) Carefully use, not damage and protect the facilities and equipment of the accommodation area, common areas of the dormitory and outdoor areas in the dormitory area and act in such a way that no damage occurs.
 - d) In case of absence, secure the accommodation against unauthorized intrusion by locking it.
 - e) Immediately report any damage or defects found in the dormitory building, occurrence of infectious diseases, undesirable insects or parasites by entering them in the electronic book of complaints or at the relevant reception desk.
 - f) Pay damages for subsequently identified defects and damages that were not reported by the Accommodated Person according to the previous point. Compensation for damages will be demanded in equal measure from all persons using the same accommodation space according to the valid Price List of Compensation for Damages Related to Accommodation.
 - g) Report to the Accommodation Provider and the police authority any suspicion of commitment of a crime or misdemeanor related to the accommodation.
 - h) Observe the principles of civic coexistence, respect the needs of other Accommodated Persons and act in such a way that the safety of persons, property, is not endangered and disturbance of order or peace in the dormitories and the surrounding area does not occur.
 - i) Maintain the night quiet period and prevent noise that would disturb other guests. This also applies to outdoor areas adjacent to the dormitories, including sports and relaxation areas designated by the Accommodation Provider.

- j) Perform routine room cleaning.
- k) Inform the Accommodation Provider on the prescribed form about the intention to use an electrical appliance with a power input of up to 200 W, i.e., for instance, computers and their accessories, mobile communication devices, audiovisual or optical equipment.
- l) Ask the Accommodation Provider on the prescribed form for a consent to use an electrical appliance with a power input over 200 W.
- m) Save electricity and water, and sort municipal waste.
- n) Allow, upon prior notification by the Accommodation Provider, an access to the rooms by persons inspecting electrical appliances and other equipment, conducting fire prevention or inspection of construction or operational technical condition of buildings and equipment or to dormitory personnel who are checking the condition of or eliminating defects in equipment and facilities.
- o) Observe the instructions of the Accommodation Provider regarding the use of sports and relaxation areas designated by him in the dormitory area:
 - i. Use sports and relaxation areas and equipment only for the purpose for which these areas are designated by the Accommodation Provider (operator).
 - ii. Observe the principles of prevention of damage to property and health, safety and fire regulations; increased care applies especially to the relaxation area equipped with an outdoor grill.
 - iii. Protect the equipment of sports and relaxation areas and other property designated for this purpose by the Accommodation Provider from their damage, loss, destruction, misuse or pollution.
- p) Inform the Accommodation Provider without undue delay about changes concerning the identification of the Accommodated Person, as well as about other facts decisive for the proper fulfillment of obligations arising from the Contract; these facts also include the contact details of the Accommodated Person, including the e-mail address.

Article 10

Rights and Duties of the Accommodation Provider

(1) The Accommodation Provider has an obligation to:

- a) Ensure proper operation of the dormitory, including outdoor sports and relaxation areas.
- b) Hand over to the Accommodated Person the dormitory place and related equipment according to the inventory list in a condition suitable for proper use and enable the Accommodated Person to properly use the accommodation space and common areas of the dormitory and outdoor sports and relaxation areas.
- c) In dormitories with rooms including sanitary facilities, disinfect sanitary facilities once a month.
- d) Publish regulations and instructions relating to the accommodation and operation of the dormitory, as well as the operation of outdoor sports and relaxation areas on the SKM website and on the official dormitory boards.
- e) Inform the Accommodated Person in advance or without undue delay of all important circumstances that affect the operation and conditions of accommodation, including services related to accommodation.
- f) Check without undue delay any defects reported by the Accommodated Person and eliminate them within a reasonable time.

- (2) The Accommodation Provider has a right to:
- a) Issue instructions related to accommodation, including accommodation-related services.
 - b) Enter the accommodation space
 - i. on the basis of prior notification, in order to check its proper use, inspect technical equipment, eliminate defects, clean, etc.,
 - ii. without prior notice, in the event of an accident or other emergency, e.g., if safety is endangered or if there is a risk of damage to property.
 - c) Make unilateral decisions about
 - i. a change of accommodation space, closure of the dormitory or its part due to reconstruction or optimization of operation. The Accommodated Person must be informed of such a change at least 14 days in advance.
 - ii. accommodation of another Accommodated Person at an unoccupied bed in the accommodation space.
 - iii. evacuation of the accommodation space that was not vacated by the Accommodated Person on the day of the termination of the accommodation, and storage of the removed items in special premises designated by the Accommodation Provider, at the expense of the Accommodated Person. After the statutory deadline for retrieval, the removed items are considered abandoned.
 - d) In an emergency, a threat to the State or in danger, make unilateral decisions about:
 - i. immediate change of accommodation, termination of the Agreement or closure of dormitories.
 - ii. removal of items from the accommodation space in which the Accommodated Person is not staying. A representative of the dormitory board or another student representative will be present at the removal and the removed items will be stored in special areas designated by the Accommodation Provider. The Accommodated Person will be informed about the eviction and the possibility of collecting the stored items without undue delay through all contacts available to SKM.
 - e) Monitor dormitory facilities in order to protect property and safety of persons. This does not affect the obligations of the Accommodation Provider according to the GDPR.

Article 11

Accommodation Termination

- (1) The accommodation is terminated:
- a) At the end of the period negotiated under the Agreement.
 - b) By a written termination of the Agreement by the Accommodated Person. The notice period is one month and starts from the first calendar day in the month following its delivery to the Accommodation Provider. This does not affect the provisions of Section 2330 of the Civil Code.
 - c) By a written termination of the Agreement by the Accommodation Provider without prior notice, if the Accommodated Person grossly violates his obligations under the Agreement or good manners. A gross breach of the Agreement is considered to be, in particular, a delay in paying the price for accommodation

- (dormitory fee) or other services longer than 30 days, damage or destruction of the equipment of the accommodation space or common areas, provision of the accommodation space or its part for accommodation to a third party in violation of the Agreement or the Accommodation Rules, or repeated breach of the obligations specified in Article 9 of the Accommodation Rules, of which the Accommodate Person was notified in advance.
- d) After the expiration of the time limit set for the start of the accommodation.
- (2) The Accommodated Person whose accommodation was terminated pursuant to paragraph 1c) cannot be accommodated again.
- (3) At the end of the accommodation, the Accommodated Person is obliged to:
- a) Restore the accommodation space, including wall paint and the surface of the furniture, into its original condition, taking into account normal wear and tear, and to hand it over to the designated employee of the Accommodation Provider no later than by 12:00 PM of the day of the end of the accommodation. In the case of detected defects or damages, state his opinion by entering it in the record of detected defects.
 - b) Hand over the dormitory place and accommodation space in the original condition to the Accommodation Provider, who will confirm the takeover, including any detected defects.
 - c) Return assigned keys and log out of the accommodation register.
 - d) Pay all dues to the Accommodation Provider arising from the accommodation contract and pay all damages caused during the accommodation, which will be calculated by the Accommodation Provider according to the Price List of Damages Related to Accommodation, all within 30 days of the Agreement termination.

Article 12 **Temporary Provisions**

Existing contractual relations established before 1 April 2022 are governed by the current Accommodation Rules.

Article 13 **Concluding Provisions**

- (1) This Guideline cancels the MU Guideline No. 8/2017 - Accommodation Regulations of University Dormitories, as amended, in effect from 1st April 2021.
- (2) I entrust the director of SKM with the interpretation of individual provisions of this Guideline.
- (3) This Guideline belongs to the category of methodological management "Accommodation and Catering".
- (4) Supervision over the compliance with this Guideline is performed by the SKM director.
- (5) This Guideline becomes effective on the day of its being countersigned.
- (6) This Guideline becomes effective on 1 April 2022.

Signed electronically,
Marta Valešová,
Bursar