

## ACCOMMODATION AGREEMENT

**Masaryk University**

with the registered office at Žerotínovo nám. 617/9, 601 77 Brno

postal address: Správa kolejí a menz, Vinařská 472/5b 603 00 Brno

represented by Bc. Kamil Kulíšek, ředitel SKM

Company Identification No.: 00216224; Tax Identification No.: CZ00216224

Bank details: Komerční banka, a. s., Account No.: 85636621/0100

Public university established by law, not incorporated in the Register of Companies

provides accommodation on the basis of a trade license

(hereinafter referred to as "**Accommodation Provider**")

and

Date of birth	Surname	First name	Title
ID card/passport number			
Permanent address:			
Postal code	Town / city	Street and number of the house	
State:			
E-mail:			
Phone number:			

(hereinafter referred to as the "**Accommodated Person**")

have concluded this **accommodation agreement** (hereinafter referred to as the "**Agreement**") pursuant to Section 2326 et seq. of the Civil Code (hereinafter referred to as the "**CC**");

**I. SUBJECT AND PERIOD OF ACCOMMODATION**

1. The Accommodation Provider provides the Accommodated Person with a dormitory place in the accommodation facility including its basic equipment and the right to use the common areas and services provided together with the accommodation in **the University Residence** ....., room number....., for the price according to the valid Price List for accommodation and Price List for other services related to accommodation and the Accommodated Person undertakes to pay the agreed price for accommodation and services and to use the dormitory, accommodation space and common areas in accordance with this Agreement and the Accommodation Regulations. The price listed in both Price Lists is including VAT.
2. Accommodation is arranged for a fixed period from..... to .....

3. The accommodated person is obliged to check into the dormitory, i.e. to take over the accommodation space according to the Reservation and Accommodation Schedule. Regardless of the date of arrival to the accommodation, the Accommodated person shall pay the price of accommodation for the period of accommodation according to Article I. paragraph 2 of this agreement. In the event that the he/she fails to check in within this period, this Accommodation Agreement shall expire. The Accommodated person will be informed of this fact exclusively via the university email (mailbox) set up in the Masaryk University Information System.

## **II. RIGHTS AND OBLIGATIONS OF THE ACCOMMODATED PERSON AND THE ACCOMMODATION PROVIDER**

1. The rights and obligations of the Accommodated Person and the Accommodation Provider are set out in this Agreement and the Accommodation Rules of the University Dormitories, which form an integral part of this Agreement and are available at <https://www.skm.muni.cz/kolej/dokumenty> hereinafter referred to as the "Accommodation Rules").
2. The Accommodation Provider reserves the right to unilaterally change the Accommodation Regulations, while the Accommodated Person is obliged to become acquainted with such a change during the contractual relationship and to comply with the new version of the Accommodation Regulations of the University Residence Hall from the date of its enforcement, unless he/she terminates the Agreement before the change takes effect. The Accommodation Provider will inform the Accommodated Person about the change of the Accommodation Rules of the University Residence Hall at least 60 days in advance before the change takes effect via the Information System of Masaryk University ("IS MUNI") and for the Accommodated Person without a user account in IS MUNI via e-mail, together with the date from which the new version of the Accommodation Regulations is effective. The accommodated person has the right to terminate this Agreement at any time prior to the effective date of the change in the Accommodation Regulations. The notice period is one month and starts on the first day of the month following the delivery of the notice.
3. The Accommodation Provider reserves the right to unilaterally change the Price List for accommodation and the Price List for other services related to accommodation during the term of this Agreement and the Accommodated Person shall be obliged to pay for accommodation and other services according to the changed price lists from the effective date of the change, unless he/she terminates the Agreement before the change takes effect. In the event of termination of the Agreement due to a change in the price list, the existing prices shall apply to the Accommodated Person. The Accommodation Provider shall inform the Accommodated Person about the change of the Price List for accommodation and the Price List of fees for other services at least 60 days before the change takes effect via the Information System of Masaryk University (hereinafter referred to as "IS MUNI") and for the Accommodated Person without a user account in IS MUNI via e-mail, together with the date from which the new Price Lists are effective. The accommodated person has the right to terminate the Accommodation Agreement before the new price lists come into force. The notice period is one month and starts on the first day of the month following the delivery of the notice.
4. The accommodation provider reserves the right to unilaterally change the Price List for accommodation and the Price List of fees for other services related to accommodation during the term of this Agreement, if the rate of value added tax is changed by the value of this tax, and the accommodated person is obliged to pay for accommodation and other services from the effective date of the change.

### **III. PRICE OF ACCOMMODATION, FEES FOR OTHER SERVICES RELATED TO ACCOMMODATION, OTHER PAYMENTS, PAYMENT TERMS AND PENALTIES**

1. The accommodated person undertakes to pay the accommodation price and fees for other services related to accommodation and other payments agreed in this Agreement in due and timely manner.
2. The accommodated person is obliged to pay:
  - a) the price of accommodation (hereinafter referred to as the 'Dormitory Fee') in accordance with the Price List for Dormitory Fees; the Dormitory Fee shall include accommodation-related services unless specifically mentioned in the Price List for other accommodation-related services referred to in (b); and
  - b) fees for other services used by the Accommodated person according to the Price List of fees for other services related to accommodation.
3. The accommodated person is obliged to make all payments through the System for the Payment of Claims for Persons (hereinafter referred to as "SUPO") on the basis of the instructions on payments and use of SUPO.
4. The price list of dormitory fees and the price list of fees for other services related to accommodation are published on the website [www.skm.muni.cz](http://www.skm.muni.cz).
5. Dormitory fees are payable monthly in advance within the time limits set out in the Salary Collection and Transfer Schedule for the academic year, published in the SUPO system. In the case of accommodation during a calendar month, the dormitory fee is due by the tenth day from the date of actual arrival. The dormitory fee must be credited to the accommodation provider's bank account on the due date. Delay in payment of the dormitory fee or the price of services for more than 30 days is considered a gross violation of the accommodated person's obligation and is a reason for termination of accommodation by the accommodation provider without notice.
6. The due date and the payment method for other services related to the accommodation are governed by the same conditions as the accommodation price.
7. The accommodated person is obliged to pay the dormitory fee from the moment agreed as the beginning of accommodation, regardless of whether he/she has already checked in. If the Accommodated Person fails to check in within the time limit set out in the Reservation and Accommodation Schedule, the Agreement shall terminate on the date of the futile expiry of the accommodation period. The accommodated person will be informed in writing about the termination of the Agreement for this reason.
8. The Parties agree on an inflation clause to the amount of the dormitory fee so that the Accommodation Provider is entitled to unilaterally increase the dormitory fee by the annual inflation rate expressed by the increase in the average annual consumer price index for the previous calendar year, announced by the Czech Statistical Office, during the term of this Agreement, every 1st February of the relevant year. A price increase for inflation pursuant to Article III, Paragraph 8 of this Agreement shall not be considered a unilateral change to the Price List and the provisions of Article II, Paragraph 3 of this Agreement shall not apply.
9. The accommodated person undertakes to pay to the accommodation provider a cash reservation deposit equal to the sum of 2000 CZK and 30 times the daily rate of the dormitory fee, which is

payable within 10 days from the date of booking the accommodation through SUPO. By paying the reservation deposit, the accommodated person shows serious interest in the accommodation. If the reservation deposit is not paid properly and on time, this accommodation contract will be terminated. The Accommodated person will be informed about the termination of this accommodation contract through the information system of the Accommodation Provider. The reservation deposit will be credited to the Accommodation Provider as a compensation if the Person with reservation does not enter the accommodation according to the Reservation and Accommodation Schedule. The parties agree that the reservation deposit is not subject to interest. Payment of the reservation and accommodation deposit is further regulated in the Instruction of the Director of the Masaryk University Halls of Residence and Canteens Administration No.6/2018 for the payment of deposits and dormitory fees in Masaryk University halls of residence.

10. The reservation deposit is transferred in full to the accommodation deposit (cash security) upon the arrival of the Accommodated Person. The Accommodation Provider shall have the right to use the Accommodation Deposit to cover the accommodated person's monetary obligations related to the obligation to pay the dormitory fees, if the accommodated person is in default with their payment, including its additional charges, even for the period from the beginning of accommodation according to Article I, paragraph 2 of this Agreement and the possible termination of the Agreement due to the person's failure to enter accommodation and damage caused by the accommodated person to the property of the Accommodation Provider. The parties agree that the accommodation deposit shall not bear interest. The accommodation deposit must be returned to the accommodation provider within 14 days of the end of the accommodation.
11. In case of delay in payment of the dormitory fee or the price of other services, the Accommodated is obliged to pay the Accommodation Provider contractual interest on the delay in the amount of 0.05% per day of the amount due. The application of the default interest shall not affect the right of the Accommodation Provider to terminate the Agreement.
12. The accommodated person is obliged to pay the accommodation provider a contractual penalty for each day of delay in vacating the accommodation space and handing over the space to the accommodation provider in the amount of one day's dormitory fee increased by 10%. The payment of the contractual penalty shall not affect the right of the Accommodation Provider to claim compensation from the accommodated person for damages caused by the late vacating of the accommodation space.
13. The Accommodated person is obliged to pay a contractual penalty of 3000 CZK to the Accommodation Provider if he/she uses electrical equipment in the dormitories, the use of which was not permitted by the Accommodation Provider according to the terms of the Accommodation Regulations. The Accommodation Provider is entitled to impose this contractual penalty repeatedly for each violation of the sanctioned obligation. The payment of the contractual penalty shall not affect the right of the Accommodation Provider to claim compensation from the Accommodated person for damages caused by the breach of this obligation.

#### **IV. FINAL ARRANGEMENTS**

1. The Parties agree that the Accommodation Provider is entitled to deliver all legal actions to the Accommodated person via the MUNI IS or via the University email address. If the Accommodated Person does not have a user account in MUNI IS, the Accommodation Provider shall deliver to the

address specified in this Agreement or to the address notified by the Accommodated Person.

2. The obligation of the Accommodated person to pay the contractual penalty to the Accommodation Provider for breach of the obligation secured by the contractual penalty does not exclude the right of the Accommodation Provider to compensation for damages incurred in this connection, regardless of the amount of the damages. This also applies in the event of a reduction of the fine by a court decision.
3. This Agreement is governed by Czech law, in particular the Civil Code, the Higher Education Act and other legal regulations relating to the subject and purpose of this Agreement, as well as internal regulations, instructions and measures of MU and the Accommodation Provider. References to other legal regulations are excluded.
4. By signing this Agreement, the accommodated person confirms that he/she has duly familiarized himself/herself with the Accommodation Regulations, the Price List of Dormitory Fees and the Price List of Fees for Other Services Related to Accommodation, the Price List of Compensation for Damages Related to Accommodation, the Schedule of Collection and Transfer of Wages for the given academic year, which form an integral part of this Agreement and which are available at <https://www.skm.muni.cz/kolej/dokumenty>.
5. The Parties expressly declare that they conclude this Agreement on the basis of their true and free will, definitely, seriously and comprehensibly, not under duress and/or on apparently disadvantageous terms, after mutual consultation, and that they agree to the contents of this Agreement.
6. The Agreement is concluded and is effective on the date of signing by both parties. The Agreement is concluded electronically through the Information System of Masaryk University.