

Family name, first name(s), degree
 Street, house no.
 Postal code, permanent residence
 State:
 Date of birth
(hereinafter as the Client)

and

VYSOKÁ ŠKOLA BĀNSKÁ – TECHNICKÁ UNIVERZITA OSTRAVA (VSB-TUO)
Registered office at 17. listopadu 15, 708 33 Ostrava – Poruba
Ubytovací služby a Stravovací služby (Accommodation Services and Catering Services)
 Studentská 1770, 700 32 Ostrava - Poruba
 Represented by Marie Stonišová, Director of the Accommodation Services and Catering Services
 IČO (company registration no.) 61989100, DIČ (taxpayer registration no.) CZ61989100
 Bank and account details: ČSOB 167 353 879/0300
 Internet site: <http://ubytovani.vsb.cz>, <http://accommodation.vsb.cz>
 A public higher education facility under Act 111/98 Sb. not entered in the Commercial Register
(hereinafter as the Landlord)

Enter, on the below day, month and year, into this

HOUSING CONTRACT

in the meaning of section 754 et seq., Act no. 40/1994 Sb., the Civil Code, as amended

Article 1

Subject-matter of Contract

- 1.1 The Landlord is a public higher education facility in the meaning of Act no. 111/1998 Sb. regulating higher education facilities and supplementing other laws (the Higher Education Facilities Act). In connection with these activities the Landlord renders housing in buildings permanently designated for that purpose as 'halls of residence', hereinafter as 'halls of residence'.
- 1.2 The subject-matter hereof is an obligation of the Landlord to provide the Client who is a student of the Landlord or any other higher education facility with temporary housing rendered as a single bed in a room with appurtenances at the following halls of residence:

- Studentská 1770/1, 700 32 Ostrava – Poruba
- Dr. Malého 15, 702 00 Ostrava 2

and an obligation on the part of the Client to pay the Landlord a regular housing fee – the price for housing (hereinafter as the Housing Fee).

Article 2

Housing Stipulations

- 2.1 Both Parties agree to state that the room under Article 1.2 hereof is furnished with the following items of furniture and equipment and exhibits the following specific qualities and a monthly fee is charged by the Landlord for housing as stated below and this Contract is entered into for a definite period of time as follows:

Room furnishings:	1) Bed, including a pillow, a duvet,
	2) a bed cover, and bed linen (students receive these at the linen rental of the Housing Services)
	3) Desk and chair
	4) Cabinet
	4) WC, shower cabinet
	5) Fridge
Price for housing:	As per the valid price list of the Landlord
Deposit:	As per the valid price list of the Landlord
Contract duration	From: To:
Check in dates:	Date: Always: Mon–Thu: 8.00–11.00, 12.00–15.00 Fri: 8.00–12.00

- 2.2 Both Parties agree to state that the premises reserved for the lodger for his or her housing are fit for due use.

Article 3

Rights and Obligations of Parties

- 3.1 The Client undertakes to pay a deposit for ensuring the price for accommodation and services connected with accommodation, or additional obligations on the part of the accommodated in accordance with Article 2.1 of this contract. The fixed payment date is listed in the Rules of the halls of residence.
- 3.2 The Client undertakes to pay a monthly housing consideration for housing under Article 1.2 hereof in accordance with the valid price list. The housing charge includes the services related to using the room apart from the services charged separately in the Housing Price List and the Charges and Fines.
- 3.3 The payment for accommodation and the payments in accordance with the list of fees and fines shall be carried out exclusively by means of bank transfer from the bank account of the client and that as of the first working day of the following month to the amount of the state of the account listed in the Halls of Residence information system. The state of the account can be checked by the client on the web pages <http://ubytovani.vsb.cz/> after logging into the Halls of Residence information system. If the client does not have sufficient financial resources, he or she must pay the housing and services debt by the 15th of the month at the latest when the requirement for the bank transfer was submitted from the side of the accommodating body, the payment must in other words be made that day on the bank account of the accommodating body or paid in cash at the cash desk of the accommodating body. The client is aware of the serious nature of presenting an invalid variable symbol or other identification details of the payment. The client is obliged to carry out all payments in accordance with this contract, using the variable symbol listed when granted accommodation. The client is obliged to present the landlord with the confirmed payment permission by the day of accommodation at the Halls of Residence at the latest. The client is obliged to ensure sufficient finances on their account to the amount of two consecutive housing payments. The housing payment can be carried out in special circumstances in cash. In this case the client must be aware of the fact that they will be charged a handling fee in accordance with the list of fees and fines.
- 3.4 The Housing Fee amount is determined as per the Landlord's price list published at <http://accommodation.vsb.cz>. The Client states that he/she has been familiarised with the current price list of the Landlord. The Client acknowledges that the Housing Fee amount is always determined with reference to the valid price list of the VSB-TUO Housing Services and in accordance with the current occupancy of the room. If changes occur in terms of the occupancy of the room, the change in the price of housing will be manifested from the date of the change. Accommodation prices can be changed during the course of the valid contract on the basis of changes to the price list published by the Vice-Rector for Development of VŠB-TUO. Any change in the price for housing will be announced on the student halls of residence notice boards and at <http://accommodation.vsb.cz> no less than 30 days in advance. The Client undertakes to keep him or herself up to date with the information on the halls of residence notice boards and that at <http://accommodation.vsb.cz>. If the Housing Fee is changed, the Client may withdraw

from this Contract pursuant to Article 4.5.1 hereof by or on the date the change of the housing price list becomes effective. If the Client has not withdrawn from this Contract by taking the steps specified in the previous sentence, the Client is deemed to have accepted the new amount of the price for housing – the Housing Fee. The Client shall pay the Housing Fee throughout the period this Contract is in effect, irrespective of whether he or she actually makes use of the housing.

- 3.5 Detailed rights and obligations of the Parties are stipulated in the Landlord's Rules of halls of residence, the valid internal regulations of VSB-TUO related to the operation of housing facilities (i.e. fire prevention and safety regulations; and directions, communications and directives of the Chancellor, the Vice-Chancellor for development or the Director of the Housing Service) valid as at the date hereof, all published at <http://accommodation.vsb.cz>. The Client states that he or she has been familiarised with these internal regulations and undertakes to abide by them.
- 3.6 The Client undertakes to check into the halls of residence of the Landlord on the date stipulated in Article 2.1 hereof. Upon failure to move into the halls of residence by the established date, without appropriate notification of this fact by the date listed in the Rules of the halls of residence, the accommodation place becomes ineffective and the Client will be charged a fee to the amount of the deposit. The Client undertakes not to surrender their housing to another. The Client also undertakes to move into no other room than that assigned him or her by the Landlord. The Client undertakes to use the housing solely for the designed purpose – housing provided to students. The Client undertakes to provide access to the room to employees of the Landlord in accordance with the Rules of the halls of residence and also at the time of regular stock-taking or for checking purposes. The Client undertakes not to bring in and use in their room any electrical appliances that are not permitted. The Client undertakes to compensate the Landlord for any damage caused to the Landlord or pay the contractual penalty. Any breach of the obligations under this Article is a gross violation hereof.

Article 4

Contract Termination

- 4.1 This Contract terminates when the period specified in Article 2.1 hereof has elapsed.
- 4.2 This Contract terminates when the time limit for moving into in the halls of residence under Article 2.1 has elapsed to no effect, with the Client having failed to check in.
- 4.3 This Contract terminates if and when the deposit will not be paid to the full amount by the date listed in the Rules of the halls of residence.
- 4.4 This Contract terminates on the last day of the month the Client finishes their studies by taking the state final examination and ceases to be a student of VSB-TUO. Where the Client is a student of a different higher education facility in connection with which the Client was provided housing by the Landlord, then this Contract terminates on the last day of the month the Client finishes their studies by taking the state final examination and ceases to be a student of that different higher education facility.
- 4.5 This Contract terminates by withdrawal as follows:
- 4.5.1 The Client may withdraw from this Contract in the event of change in the price list of the Housing Service in the meaning of Article 3.4 hereof. The Client shall service such withdrawal on the Housing Service division of the Landlord. If the withdrawal from the Contract occurs in accordance with this article and paragraph, Landlord has the right to demand payment from the Client in the form of accommodation only for the period as of the day of submission of the withdrawal to the day of validity of the new price list of the Housing Services.
- 4.5.2 The Client may withdraw from this Contract any time. Such withdrawal must be serviced on the Housing Service division of the Landlord. If withdrawal from the contract occurs in accordance with this article and paragraph, the Landlord has the right to demand the accumulated payment from the Client in accordance with article 4.6.
- 4.5.3 The Landlord may withdraw from this Contract where the Client in spite of warning grossly violates good morals or otherwise grossly violates their obligations arising out of this Contract or the Rules of the halls of residence. If withdrawal from the contract occurs in accordance with this article and paragraph, the Landlord has the right to demand the accumulated payment from the Client in accordance with article 4.6.
- 4.5.4 The Landlord may withdraw from this Contract where the Client has been in default with their payments for housing for more than two months. If withdrawal from the contract occurs in accordance with this article and paragraph, the Landlord has the right to demand the accumulated payment from the Client in accordance with article 4.6.
- 4.6 The Parties agree that the loss under Article 4.5.2, 4.5.3 or 4.5.4 equals the deposit amount and is stated in the Charges and Fines.
- 4.7 The Parties state that in the event of withdrawal from this Contract in the meaning of Articles 4.5.2, 4.5.3 and 4.5.4 hereof the amount of unjust enrichment of the Client for consuming their housing is equivalent to the amount of unjust enrichment of the Landlord received under this Contract.

Article 5

Contractual Penalties

- 5.1 The Landlord may charge the Client a contractual penalty as follows:
- 5.1.1 Where the Client has conducted contrary to good morals or otherwise grossly violated their obligations arising out of this Contract or the Rules of the halls of accommodation; then the Landlord may charge the Client the contractual penalty as per the Charges and Fines.
- 5.1.2 Where the Client has been in default with their payments of the Housing Fee, the Landlord may charge the Client the contractual penalty as per the Charges and Fines for one owed amount of the Housing Fee or part thereof.
- 5.1.3 Where the Client has damaged the premises or equipment of the halls of residence, the Landlord may charge the Client the contractual penalty as per the Charges and Fines or the amount of the loss suffered.
- 5.2 The contractual penalty provisions under Article 5.1 hereof are without prejudice to the Landlord's right to seek from the Client damages in respect of the loss suffered.

Article 6

Closing Provisions

- 6.1 Any changes and amendments hereto may only be made in writing as addenda signed by both Parties.
- 6.2 The Client is aware of that the personal data requested by the Landlord under this consent will be processed electronically in the housing service electronic system where such consent is granted. The extent of personal data processing is as follows: degree, first name(s), family name, permanent residence, and birth identification number, telephone, e-mail. Access to personal data may only be provided to the employees of the Landlord (VŠB-Technical University of Ostrava). The Landlord may publish the amount(s) owed by the Client in the list of debts both in writing and electronically. Personal data will be processed directly by VSB-TUO. The Client has the right to access their personal data processed in the database. The Client also may correct, modify, supplement and block these personal data or request that these data be deleted from the database and disposed of. The Client may also demand explanations from the VSB-TUO or amendments, removal or disposal of their personal data where the Client assumes that the VSB-TUO processes their personal data in conflict with protection of private and personal life of the Client or contrary to the law, especially where the personal data are inaccurate with respect to the purpose of processing. Providing personal data under this consent is voluntary. The Client hereby grants their express consent for the VSB-TUO to use the aforesaid personal data for administrative purposes related to providing housing to the Client. This consent is granted by the Client in the meaning of section 11 et seq., Act no. 40/1964 Sb., the Civil Code and section [of Act no.] 101/2000 Sb. regulating personal data protection and amending some laws and under Act no. 133/2000 Sb. regulating population registers and birth identification numbers and amending some laws.
- 6.3 This Contract becomes valid and effective on the date of signing hereof by both Parties.
- 6.4 This Contract is made in two counterparts of which each Party receives one. Each counterpart is deemed to be an original copy of the Contract.

The Parties state that this Contract as put into writing expresses their true will in witness whereof they attach their respective signatures.

Ostrava on this day of

Ostrava on this day of

Marie Stonišová
Director of the Accommodation Services and Catering Services (Landlord)

Client