

Building:

Room:

Family name, first name(s), degree  
Street, house no.  
Post code, permanent residence  
State  
Date of birth  
Passport number/ID  
**(hereinafter as the "Client")**

and

**VYSOKÁ ŠKOLA BÁŇSKÁ – TECHNICKÁ UNIVERZITA OSTRAVA (VSB-TUO)**

IČ (company registration no.) 61989100, DIČ (taxpayer registration no.) CZ61989100

**Registered office at 17. listopadu 2172/15, 708 00 Ostrava – Poruba**

**Ubytovací služby a Stravovací služby (Accommodation Services and Catering Services)**

Studentská 1770/1, 708 00 Ostrava - Poruba

Represented by Marie Stonišová, Director of the Accommodation Services and Catering Services

Bank and account details: ČSOB 167 353 879/0300 - accommodation payment; 155 472 969/0300 - deposit

Website: <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 2326 et seq., Act no. 89/2012 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'. The Landlord is the sole owner of the: building H.no.1770, that is part of the land plot.no.1643/10, built-up area and the courtyard, on address Studentská 1770/1,700 32 Ostrava-Poruba,all on Land Registry Office Poruba,the municipality Ostrava,on list of owners n. 1873, registered in cadastre in land registry office for the County of Moravskoslezský region, land registry departments of Ostrava.
- 1.2 By Housing contract, the Landlord undertakes to provide over for the Client,who is a order, temporary accommodation, on the period referred to in this agreement and the Client undertakes to pay the accommodation fee for accommodation and related services with accommodation within the time limit laid down in article 3 of this agreement. Accommodation will be provided in the building /room no. indication is given in the header.
- 1.3 Client for the purposes of this Contract is an accommodated and has reached the age of 18 years.
- 1.4 The contract is concluded for an indefinite period, referred to in article 2 of this Contract.

### 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:

<b>Room furnishings:</b>	1) bed, including a pillow, a duvet,
	2) a bed cover, and bed linen (Client receive these at the linen rental of the Accommodation Services)
	3) desk and chair
	4) cabinet
	5) WC, shower cabinet
	6) fridge
<b>Price for housing:</b>	As per the valid Accommodation price list of the Landlord
<b>Deposit:</b>	As per the valid Accommodation price list of the Landlord
<b>Contract duration</b>	From: ..... To: .....

- 2.2 Both Parties agree to state that the premises reserved for the lodger for his or her housing are fit for due use.
- 2.3 The Client undertakes to start taking the space as defined in article 1 of this agreement from the date of the contract referred to in article 2 of this Contract.

### Article 3

#### Rights and Obligations of Parties

The Client undertakes to pay a deposit in amount mentioned in Accommodation price list 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 payment has to be done by the date specified in the confirmed order to the bank account mentioned in the heading of this Contract.

- 3.1 The Client undertakes to pay a monthly Accommodation fee for housing under Article 1.2 hereof in accordance with the valid Accommodation price list. The Accommodation fee includes the services related to using the room apart from the services charged separately in the Accommodation price list and the Fees and Penalties price list.
- 3.2 The payment for accommodation and the payments in accordance with the Fees and Penalties price list 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 designated by Accommodation price list from 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://accommodation.vsb.cz> after logging into the Halls of Residence information system. Other accommodated may obtain the account status at the accommodation office if required. If the Client does not have sufficient financial resources, he or she must pay the housing and services receivables by the 15<sup>th</sup> 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 by bank card or in cash at the cash desk of the accommodating body. In this case the Client must be aware of the fact that he/she will be charged a handling fee in accordance with the Fees and Penalties price list.  
The Client is aware of the serious consequences of presenting an invalid variable symbol or other identification details of the payment and it is considered his/her mistake. 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 his account to the amount of two consecutive housing payments.
- 3.4 The Accommodation Fee amount is determined per the Accommodation price list published at <http://accommodation.vsb.cz>. The Client states that he/she has been familiarized with the current Accommodation price list of the Landlord. The Client acknowledges that the Accommodation Fee amount is **always determined with reference to the valid Accommodation price list of the VSB-TUO Accommodation 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 accommodation will be implemented from the date of the change.**

Accommodation fee can be changed during the course of the valid contract on the basis of changes to the Accommodation 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 Accommodation Fee is changed, the Client may withdraw from this Contract pursuant to Article 4.3.1 hereof by or on the date the change of the Accommodation 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 Accommodation Fee. The Client shall pay the Accommodation Fee throughout the period this Contract is in effect, irrespective of whether he or she actually makes use of the housing.

In the case of staff approved written request of the Client for maintaining free space in the room, the Client undertakes to pay the tax of it according to paragraph 1.4 Accommodation price list, during the term of this contract.

- 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, as well as safety and fire regulations, all published at <http://www.vsb.cz>. The Client states that he or she has been familiarized with these internal regulations and undertakes to abide them.
- 3.6 The Client undertakes to be accommodated in term stated in the confirmed order. In the event of a breach of this obligation, this contract will expire and the Client will be charged a cancellation fee in 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 except that assigning to him or her by the Landlord. 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 being 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 ends with lapse expiration of the deadline designated in the confirmed order without the Client being accommodated.
- 4.2 This Contract terminates if and when the deposit will not be paid to the full amount by the date listed in point 3.1 of this contract.
- 4.3 This agreement ends before the expiration of the agreed time of accommodation in the following cases:
- 4.3.1 the Client may withdraw from this Contract in the event of change in the Accommodation price list in the meaning of Article 3.4 hereof. The withdrawal from the Client has to be delivered into the Accommodation office. 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 Accommodation price list.
- 4.3.2 written termination of the contract by the client, without giving a reason, with a notice period of two months, which shall be the first calendar day of the month following its delivery to the Landlord; this is without prejudice to the obligation of the Client to compensate the Landlord for damages (including lost profits) caused by early cancellation of the accommodation pursuant to § 2330 para. according to § 2894 et seq. Of the Civil Code.
- 4.3.3 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 4.4 and the accommodation fees of whole month in which the contract was withdrawn.
- 4.3.4 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 4.4 and the accommodation fees of whole month in which the contract was withdrawn.
- 4.4 The Parties agree that the loss under Article 4.3.3 and 4.3.4 equals the deposit amount and is stated in the Fees and Penalties price list. Client expressly agrees that if there is a fact in this article agrees to credit the customer's deposits with the injury.
- 4.5 The Parties state that, in the event of withdrawal from this Contract, 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 behaved 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 Fees and Penalties price list.
- 5.1.2 where the Client has been in default with their payments of the Accommodation Fee, the Landlord may charge the Client the contractual penalty as per the Fees and Penalties price list for one owed amount of the Accommodation 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 Fees and Penalties price list 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.
- 5.3 The due date of penalty is stated in Fees and Penalties price list.

#### Article 6

##### Closing Provisions

- 6.1 Any changes and amendments hereto may only be made in written as addenda signed by both Parties.
- 6.2 This Contract becomes valid and effective on the date of signing hereof by both Parties.
- 6.3 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 written expresses their true will in witness whereof they attach their respective signatures.

Ostrava on this day of .....

Ostrava on this day of .....

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Vysoká škola báňská – Technická univerzita Ostrava  
Marie Stonišová  
Director of the Accommodation Services and Catering Services  
Landlord

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Client