

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 Tomáš Otipka, 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, 708 00 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 an 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 a definite period, referred to in article 2 of this Contract.

### Article 2

#### Housing Stipulations

- 2.1 The contracting parties agree that the room according to Article 1.2 of this contract is equipped with the following furniture and equipment of the room. The price for the use of furniture and room equipment is already included in the price for accommodation.

<b>Room furnishings:</b>	1) bed, including a pillow, a duvet,
	2) a bed cover, and bed linen (Client receive these at the Rental of beddings of the Accommodation Services)
	3) desk and chair
	4) cabinet
	5) WC, shower cabinet within the dwelling (2 rooms)
	6) Fridge within the dwelling (2 rooms)
<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

- 3.1 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 application or in the Decision regarding accommodation to the bank account specified in the header of this contract.
- 3.2 The Client undertakes to pay a monthly Accommodation fees for housing under Article 1.2 hereof this Housing contract. The Accommodation fee includes the price for accommodation, use of movables listed in Article 2 of this contract, services related to the use of the room, with the exception of services that are specially charged in the Accommodation price list and the Fees and penalties price list. In the event that the Client does not pay the dormitory fees by the above date, the Landlord is entitled to a contractual penalty in the amount of CZK 500.  
 The payment for accommodation and the payments in accordance with the Fees and penalties price list shall be carried out exclusively by means direct debit 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://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. In case of non-execution of direct debit payment due to lack of funds in the bank account of the accommodated person, the accommodated person is obliged to pay receivables for accommodation and services no later than the 15th day of the month when the request was made by the Landlord for direct debit payment. On this day, the payment must be credited to the bank account of the Landlord or paid in the Accommodation office or at the landlord's Cash desk with a payment card or in cash, while the accommodated person acknowledges that in the case of a cash payment he is obliged to pay a handling fee according to 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.
- 3.3 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 in the approved and newly issued Accommodation price list. 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 4.4.1 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 by the written request of the resident for maintaining free space in the room, with the Client undertakes to pay the tax of it according to paragraph 1.4 Accommodation price list, during the term of this contract.

- 3.4 Detailed rights and obligations of the Parties are stipulated in the Landlord's Rules of Halls of Residence, the Accommodation price list, the Fees and penalties price list, 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.
- 3.5 The Client undertakes to be accommodated in term stated in confirmed Accommodation form. 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 specified in the Fees and penalties price list. 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 terminates when the period specified in Article 1 paragraph 1.4 and in Article 2 paragraph 2.1 hereof has elapsed.
- 4.2 This Contract ends with lapse expiration of the deadline designated in the confirmed request without Client being accommodated.
- 4.3 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.
- 4.4 The parties have also agreed to withdraw from the contract as a way of terminating the contract. The withdrawal from the Client has to be delivered into the Accommodation office. This Contract terminates on the basis of the withdrawal of one of the Contracting Parties from this contract, and that in these cases as follows :
- 4.4.1 The Client may withdraw from this Contract in the event of change in the Accommodation price list in the meaning of Article 3.3 hereof. 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.
- 4.4.2 The Client may withdraw from this Contract any time. If withdrawal from the contract occurs in accordance with this article and paragraph, the Landlord has the right to demand from the accommodated person the accumulated damage incurred according to Article 4.5 of this contract.
- 4.4.3 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 and the accommodation fees of whole month in which the contract was withdrawn.
- 4.4.4 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 and the accommodation fees of whole month in which the contract was withdrawn.
- 4.5 The contracting parties have agreed that the damage according to Article 4.4.2 is stated in the Fees and penalties price list as a contractual penalty for early termination of the Housing contract by the accommodated person. The accommodated person hereby expressly agrees that if a fact occurs in this article, he agrees with the crediting of the deposit or part of the deposit, to the injury of the Landlord.
- 4.6 The contracting parties have agreed that the damage according to Articles 4.4.3 and 4.4.4 is stated in the Fees and penalties price list as a contractual penalty for early termination of the Housing contract by the Landlord. The accommodated person hereby expressly agrees that if a fact occurs in this article, he agrees with the crediting of the deposit or part of the deposit, to the injury of the Landlord.
- 4.7 The contracting 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 Residence; 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 contracting 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  
Tomáš Otipka  
Director of the Accommodation Services and Catering Services  
Landlord

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Client