

BUILDING/ROOM:

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

and

VSB – TECHNICAL UNIVERSITY OF 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://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).

Landlord provides accommodation in an accommodation facility called STARS ACCOMMODATION at the address: Novoveská 2011/15, Mariánské Hory, 709 00 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 contract 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 contract. Accommodation will be provided in the building /room no. indication is given in the header.

1.3 The Client declares that he/she is a student of VSB-Technical University of Ostrava, or other school, in the case, and that he 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.

Room furnishings:	1)	bed including pillow, blanket and bedding, desk, chair, cabinet
	2)	WC, shower cabinet within the room cell
	3)	fridge within the room cell
	4)	room keys
Price for housing:	240 CZK/night	
Deposit:	As per the valid Accommodation price list of the Landlord	
Contract duration	From:	To:

2.2 Both Parties agree to state that the premises reserved for the Client for his/her housing are fit for due use.

2.3 The Client undertakes to start taking the space as defined in article 1 of this contract 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 has paid a deposit in amount mentioned in Accommodation price list for ensuring the price for accommodation and services connected with accommodation, or for ensuring other obligations of the accommodated before signing this Housing contract.

3.2 The client undertakes to pay the monthly dormitory fee for accommodation in accordance with Article 1.2 of this contract. The price for accommodation (dormitory fee) is set for 1 night and bed. The dormitory fee per month is calculated as a multiple of the rate per night and the number of calendar nights in a given month. The dormitory fee includes the price for accommodation, use of movable property specified in Article 2 of this contract, services related to the use of the room, in particular WIFI internet connection, rental of a TV set, daily cleaning, change of bed linen, with the exception of services that are specifically charged in the Fees and penalties price list.

The client pays the dormitory fee for the entire month even if he/she lived in the dormitory for only part of the month, with the exception of the month in which the housing contract came into effect. In this month, the dormitory fee is valid from the date the housing contract comes into effect. In the event of an approved application for accommodation according to the specified dates and reservation of accommodation, the last decisive date for the commencement of the housing contract is the date of the start of the school year according to the Academic Year Schedule issued by the VŠB-TUO regulation.

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. In case of non-execution of direct debit payment due to lack of funds in the bank account of the Client, the Client 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 Client acknowledges that in the case of a cash payment he/she is obliged to pay a handling fee according to 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 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 in the Halls of Residence information system. The Client is obliged to ensure sufficient finances on his/her account to the amount of two consecutive housing payments.

3.3 Detailed rights and obligations of the Parties are stipulated in the Accommodation rules of Accommodation STARS, 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/she has been familiarized with these internal regulations and undertakes to abide by them.

3.4 The Client undertakes to check in to the halls of residence of the Landlord on the date stipulated in Article 2.1 hereof of this contract. In case the Client does not move into the halls of residence by the established date stipulated in Article 2.1. of this contract, this contract expires, and the Landlord is entitled to a cancellation fee in the amount specified in Fees and penalties price list. The Client undertakes not to render their housing to another. The Client also undertakes to move into no other room except that assigning to him/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 Accommodation rules of Accommodation STARS and also at the time of regular stock-taking or for checking purposes and for maintenance reasons. 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 obligations under this article and paragraph of this contract is considered a gross breach of the obligations of the Client.

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 is cancelled 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 The Contracting Parties agree that the contract may be terminated by contract on the last day of the month of the calendar year when the Client completes his/her studies by passing the final state examination and stops being a student of the school. In the event that the Client fails to notify this fact in the month in which he/she has passed the final state examination successfully, the contract shall be deemed to end after the expiry of the period specified in Article 1, paragraph 1.4 and Article 2, paragraph 2.1 of this Contract or the Client can proceed according to the Article 4, paragraph 4.4.1 of this Contract.

In the case of termination of study for reasons other than the successful completion of a state final examination, the Contracting Parties agree that the Client can continue to be accommodated until the time specified in Article 4.1 or can terminate the contract in accordance with Article 4 paragraph 1 letter 4.4.1 of this contract.

4.4 The parties have also agreed to withdraw from the contract as a way of terminating the contract. The withdraw from the Client has to be delivered into the Accommodation office. This Contract shall terminate upon the withdrawal of one of the Contracting Parties from this Contract in the following cases:

4.4.1 The Client may withdraw from this Contract any time. If withdrawal from the contract occurs in accordance with this article and paragraph, the Landlord is entitled to demand from the Client the damage and loss, including lost profit according to the Article 4.5 of this contract.

4.4.2 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 Accommodation rules of Accommodation STARS. If there is a withdrawal from the contract according to this article and paragraph, the Landlord provider is entitled to demand from the Client the resulting harm and damage, including the lost profit according to Article 4.6 and the accommodation fees of whole month in which the contract was withdrawn.

4.4.3 The Landlord may withdraw from this Contract where the Client has been in default with his/her payments for accommodation for more than one calendar month. If there is a withdrawal from the contract according to this article and paragraph, the Landlord provider is entitled to demand from the Client the resulting harm and damage, including the lost profit according to 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 injury according to Article 4.4.1 is stated in the Fees and penalties price list as a contractual penalty for early termination of the contract by the Client. The Client hereby expressly agrees that if a fact occurs in this article, he/she agrees with the charging the deposit or part of the deposit, to the injury of the Landlord.

4.6 The contracting parties have agreed that the injury according to Article 4.4.2 and 4.4.3 is stated in the Fees and penalties price list as a contractual penalty for early termination of the contract by the Landlord. The Client hereby expressly agrees that if a fact occurs in this article, he/she agrees with the charging the deposit or part of the deposit, to the injury of the Landlord.

4.7 The contracting parties declare that in the event of withdrawal from this contract, the amount of unjust enrichment of the Client for the use of the subject of this contract corresponds to the amount of unjust enrichment of the Landlord accepted on the basis of this contract.

4.8 The contracting parties have agreed that in exceptional cases approved by the bursar, the accommodation provider may interrupt accommodation for a strictly necessary period of time in accordance with Article 9.4 of the Rules of the Halls of Residence.

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 Accommodation rules of Accommodation STARS; 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 his 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 the contractual 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
Tomáš Otipka, director of Accommodation Services and Catering services
Landlord

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Client