



Palacký University
Olomouc

UP POLICY

R-B-18/07-ÚZ04

Student Accommodation Rules of Palacký University Olomouc (fourth consolidated version)

Guarantor: Director of Accommodation and Dining Services

Valid from: October 31, 2024

Effective from: November 1, 2024

Student Accommodation Rules of Palacký University Olomouc (fourth consolidated version)

Article 1 Introductory provisions

1. The Accommodation and dining services of Palacký University Olomouc (hereinafter referred to as “SKM UP”) is a constituent part (university facility) of Palacký University Olomouc (hereinafter referred to as “UP”) and its activities, internal structure, the purpose of establishment and other matters are discussed in detail in the UP internal policy *Statute of the UP Accommodation and Dining Services* (not translated, hereinafter referred to as “SKM UP Statute”).
2. One of the basic purposes for which SKM UP is established is to provide accommodation mainly for students but also for UP employees and other persons.
3. SKM UP provides accommodation for students in buildings which are listed as dormitories in the *Organizational Regulations of SKM UP*, which is Annex No. 1 to the SKM UP Statute (these buildings collectively hereinafter referred to as “dormitories”). SKM UP is responsible for ensuring adequate conditions for accommodation, study and rest of students accommodated in dormitories.
4. Student Accommodation Rules (hereinafter referred to as “Rules”) regulate the process and conditions of long-term accommodation of students in dormitories, the accommodation contract concluded with students (hereinafter referred to as “accommodation contract”), Dormitory Board Statute and other related matters.
5. Long-term accommodation means accommodation for a period longer than 30 days.
6. Unless otherwise specified in the present Rules, students are:
 - a) students enrolled for studies at any UP faculty including UP foreign language study programs students;
 - b) applicants for study at UP who have received a decision on admission and have not yet been enrolled in studies at UP;
 - c) former UP students who have completed their studies at UP, not later than the end of June of the academic year in which this happened.
7. Unless otherwise specified in the present Rules, its provisions applicable to UP students shall apply mutatis mutandis to students of other schools who are staying at UP within the framework of their foreign study or exchange stay or international programme – Erasmus, etc. (hereinafter referred to as “foreign students”).
8. UP Rector is authorised to set out any specific conditions for accommodation of foreign students in a separate UP internal policy.
9. The conditions of short-term student accommodation in the dormitories and the conditions of accommodation for UP employees and other persons are set out in a separate UP internal policy No. R-B-20/05 *Rules of Accommodation in the Buildings of the Accommodation and Dining Services of Palacký University Olomouc*.
10. In connection with the present Rules, the UP Bursar is authorized to determine the lump sum amount of compensation for damages caused by students or other persons in the dormitories and to set other conditions for accommodation in the dormitories, all usually in the form of an internal policy of the SKM UP.
11. The Head of SKM UP is authorized to establish binding conditions of accommodation for students and conditions of stay in the dormitories for other persons in an internal policy of SKM UP *House Rules of the University Dormitories* and to issue a Price list of other services.
12. The present Rules and all related internal policies and other documents are continuously accessible to students and other persons on the UP website.

Article 2

Dormitory capacity and principles of its fulfilment

1. SKM UP has a dedicated capacity in specially adapted rooms for the accommodation of persons with disabilities whose nature requires it. Accommodation in other rooms is possible only after agreement with a particular student.
2. SKM UP reserves capacity for accommodation of foreign students and students of foreign language UP study programmes, based on requests of UP faculties delivered to SKM UP:
 - a) no later than the end of April of the previous academic year in the case of students of foreign language UP study programmes, and
 - b) in the case of foreign students, no later than the end of November of the same academic year for students accommodated in the summer semester and by the end of April of the previous academic year for students accommodated in the winter semester.
3. Accommodation of other persons is possible only when the entire capacity of the dormitory is not used by students.
4. SKM UP tries to provide accommodation for partners and married couples in double rooms according to the current possibilities.
5. In the event that the accommodation capacity of the dormitory is about to be fully filled, the SKM UP is obliged to take such organizational and procedural measures so that students under Article 1, clause 6, letter b, socially and medically disadvantaged students and students with a more remote or less accessible place of residence are primarily accommodated under transparent conditions.
6. In dormitories or parts thereof where rooms do not have separate sanitary facilities, men and women are accommodated in separate parts.
7. Change of the room or dormitory where the student is accommodated is possible after agreement of both parties for a fee or in other cases specified in the present Rules or agreed in the accommodation contract.
8. SKM UP is entitled to restrict accommodation in some or all dormitories or parts thereof in exceptional cases (especially in the period from June 20 to September 15), provided that the accommodated students are informed of this at least one month in advance on the notice boards in the dormitories concerned and on the e-mail listed in the electronic accommodation system ISKAM (hereinafter referred to as the "system"). Accommodated students will be offered an alternative dormitory capacity; this does not apply in exceptional unforeseen cases.

Article 3

Basic conditions of dormitory accommodation

1. Starting in April, students can apply for an accommodation contract for the next academic year via the system.
2. SKM UP accommodates students currently staying in the dormitories and strives to provide them with the same room where they stayed in the previous academic year. A condition for concluding an accommodation contract with such a student is the fact that on the effective date of this accommodation contract they have paid all due payments for accommodation in the dormitories (hereinafter referred to as "accommodation fees") and that they have deposited with SKM UP a security deposit in full.
3. Requests for the conclusion of an accommodation contract for an academic year that is already in progress at the date of application will be satisfied according to the current available capacity of dormitories.
4. The terms and conditions of accommodation for visitors of accommodated students who intend to stay overnight at the dormitory are contained within the accommodation contract.

Article 4

Dormitory accommodation process

1. Dormitory accommodation is subject to the prior conclusion of an accommodation contract through the system or a paper contract. An accommodation contract template is attached as Annex 1. The translation of the accommodation contract template into English is the responsibility of SKM UP, while the accommodation contract concluded with students who are not citizens of the Czech Republic may deviate from the template accommodation contract in justified cases.
2. Students log into the system under an individual username and a unique password.
3. Once logged into the system, the student can edit their contact and personal information and is obliged to keep it up-to-date. In the same way, the student is obliged to keep track of the payment details and the current status of their student account (balance of amounts due, payable and paid) in the system.
4. The student can apply for the accommodation, i.e. room reservation followed by the conclusion of the accommodation contract in the system. After logging in, the system prompts the student to agree to the processing of their personal data (similar text as in the relevant article of the accommodation contract – see Annex 1). The system will also allow the student to indicate that they are a person with a disability.
5. For a student with the data filled in according to the previous two clauses, the system will allow the selection of the day of the start of accommodation and the selection of a dormitory and a specific room within the available capacity and will make a pre-blocking of the place.
6. The system then prompts the student for a security deposit and communicates the payment terms. The amount of the security deposit for a particular student is set at thirty times the daily accommodation fee and information on its crediting to the SKM UP account is available in the system. The security deposit is refundable at the end of the accommodation after deduction of any amounts due (accommodation fees, charges, damages and penalties in accordance with the accommodation contract), without prejudice to the provisions of clause 7.
7. For students already accommodated in the dormitories, the safety deposit shall be deemed to be paid in full on the date of conclusion of the new accommodation contract.
8. If the security deposit is not paid within 14 days of the date of the pre-blocking, the pre-blocking shall lapse. The information about this is made available by the system to the student whose place has been pre-blocked.
9. The accommodation process, described in clauses 2 to 8, is not usable in the case of accommodating a foreign UP study program student or a foreign student (Article 1, clause 7). In such cases, the process of securing accommodation in the dormitories is handled by the responsible employee of the International Office of the UP Rector's Office or UP faculty in cooperation with the relevant person from the SKM UP.
10. Lodging of the security deposit is necessary for the conclusion of the accommodation contract.
11. The earliest a student can check into the dormitory is on the first day the accommodation contract comes into effect.

Article 5

Accommodation contract

1. The accommodation contract is concluded electronically through the system, in exceptional cases in writing in the office of SKM UP, no later than 14 days from the date of booking the accommodation.
2. In the case of electronic signing of the accommodation contract, the student logs into the system, where a preview of the accommodation contract is made available to them, which the student confirms by ticking the box "I confirm that I have read the content of the accommodation contract". The accommodation contract is concluded by clicking on the button marked "Sign contract". The accommodation contract can be downloaded and printed from the system.

3. The Head of SKM UP or a UP employee authorized in writing by them is authorized to sign the accommodation contract on behalf of UP. The same persons are authorised to conclude amendments to the accommodation contract on behalf of UP and to terminate the accommodation contract or otherwise legally act on behalf of UP in connection therewith.
4. The amount of the accommodation fee is specified in the accommodation contract and is based on the price list of accommodation fees for students (hereinafter referred to as the "price list of accommodation fees") issued by the UP Rector for the current period.
5. The student is obliged to top up the security deposit in case it or its part is used by SKM UP to cover the student's debt to SKM UP in accordance with the accommodation contract to the full amount within seven days from the day they is informed about its use.
6. There is no legal entitlement to accommodation in the dormitories and UP reserves the right not to conclude an accommodation contract with a student who has fulfilled all the conditions under the present Rules in cases of special consideration.
7. The accommodation contract is normally concluded for the period from September 1 to June 30 of the following year. The accommodation contract may be concluded for a maximum period of one year (from September 1 to August 31), while only some dormitories or parts of dormitories may be allocated for year-round accommodation.
8. The accommodation will end at the end of the period for which it was agreed, for legal reasons or in other ways agreed in the accommodation contract.

Article 6

Price list of accommodation fees and payment terms

1. The accommodation fee is set with regard to the standard of accommodation for the whole academic year in the current price list of the accommodation fee, which is issued by the UP Rector. The amount of the accommodation fee may be changed annually in justified cases in the form of a new price list of the accommodation fee, always no later than March 31 with effect at least for the whole following academic year.
2. The reason for the issuance of a new price list of the accommodation fee may be inflation or any other reason that UP considers to be substantial.
3. The price list of accommodation fees is proposed by the Head of SKM UP. The proposal is discussed with the UP Dormitory Board (hereinafter referred to as the "KR UP"), which gives its recommendations in accordance with Article 3, clause 3 et seq. of the UP Dormitory Board Statute, which is Annex 2 to the present Rules.
4. The UP Academic Senate (hereinafter referred to as "AS UP") approves the draft price list of the accommodation fee before it is issued by the UP Rector, and it may also submit their comments to the UP Rector.
5. If the draft price list of accommodation fees is not approved by the AS UP, the Head of the SKM UP must create a new draft and deal with the comments of the AS UP and the comments of the KR UP.
6. Issuance of the accommodation fee price list with effects occurring during the academic year is possible only in the event of a change in the VAT rate. In this case, the UP Rector is authorised to change the accommodation fee price list to the extent of the change in the VAT rate by their decision without the consent of the AS UP and without discussion in the KR UP.
7. In addition to the accommodation fee, other fees or other amounts may be charged in accordance with the accommodation contract and UP internal policies.
8. Accommodated students may pay accommodation fees, charges and other payments in cash or non-cash form under the conditions specified in the accommodation contract.

Article 7

UP Dormitory Board

1. The KR UP is established as a body of student dormitory self-government and an advisory body of the UP Rector.
2. Details on the competences of the KR UP, the election of its members, its rules of procedure and other related matters are regulated by the KR UP Statute which is Annex 2 to the present Rules.

Article 8

Transitional provisions (of the policy in its original wording)

1. For the remainder of the academic year 2017/2018, accommodation contracts with students will be concluded in the current manner in accordance with the main UP policy No. B1-11/1-HN *Student Accommodation Rules of Palacký University Olomouc* dated May 10, 2011, as amended by its amendments No. 1 and No. 2 (hereinafter referred to as the "ŘVŠK 2011").
2. The present Rules shall apply in full to the conclusion of accommodation contracts for the 2018/2019 academic year and the accommodation process related thereto.
3. Documents that have been submitted to the KR UP for consideration prior to the effective date of the present Rules shall be considered by the KR UP in accordance with the ŘVŠK 2011.

Article 9

Final and repeal provisions (of the policy in its original wording)

1. Annex No. 1 – Accommodation Contract Template and Annex No. 2 – UP Dormitory Board Statute are annexes to the present Rules.
2. The present Rules were approved by the AS UP on February 7, 2018 in accordance with Article 57, clause 2 of the UP Constitution.
3. The present Rules shall become valid on the date of their publication.
4. The present Rules shall become effective on the seventh day after their becoming valid.
5. The main UP policy No. B1-11/1-HN *Student Accommodation Rules of Palacký University Olomouc* of May 10, 2011, as amended by its amendments No. 1 and No. 2, is hereby repealed.

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Amendment No. 1 was approved by the AS UP on May 20, 2020 in accordance with Article 57, clause 2 of the UP Constitution and became effective on June 24, 2020.

Amendment No. 2 was approved by the AS UP on March 29, 2023 in accordance with Article 57, clause 2 of the UP Constitution and became effective on April 5, 2023.

Amendment No. 3 was approved by the AS UP on April 17, 2024 in accordance with Article 57, clause 2 of the UP Constitution and became effective on May 5, 2024.

Amendment No. 4 was approved by the AS UP on October 23, 2024 in accordance with Article 57, clause 2 of the UP Constitution and became effective on November 1, 2024.

The present consolidated version was created by Eva Stehliková, assistant of the UP Legal Office, as of the effective date of Amendment No.4 to the Student Accommodation Rules of Palacký University Olomouc, i.e. as of November 1, 2024.

JUDr. Zdenka Papoušková, Ph.D., m. p.
Vice-Rector for Legislation and Organization

Annex No. 1 of the Student Accommodation Rules UP

ACCOMMODATION CONTRACT

Palacký University Olomouc

public university, legal entity operating on the basis of a trade license with address as

Křížkovského 511/8, 779 00 Olomouc

Business ID No.: 61989592, Tax ID No.: CZ61989592

Represented by the Director of Accommodation and Dining Services of Palacký University Olomouc

Bank details: Komerční banka, a. s., account no.: 19-1146360257/0100

(hereinafter referred to as “Accommodator”)

and

(.....title, first name, surname.....)

passport number:

date of birth:

citizenship:

permanent residence:

sex:

faculty: year:

e-mail address:..... phone number:

(hereinafter referred to as “Accommodated”)

pursuant to the provisions of Sections 2326 to 2331 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”), enter into this

Accommodation contract:**Article 1****Introductory provisions**

1. In accordance with the Student Accommodation Rules of Palacký University Olomouc (hereinafter referred to as the “ŘVŠK”), the accommodator provides temporary accommodation in room No., at the dormitory, at the address (hereinafter referred to as “room”).
2. The accommodation will be provided in the room and in the areas intended for common use within the suite/cell, if they belong to the room, (together hereinafter referred to as “the premises”) for a fixed period of time, i.e. from: to:
3. The Accommodated agrees to pay to the Accommodator the price for accommodation (hereinafter referred to as the “accommodation fee”) on the terms and conditions set out below.

Article 2

Rights and obligations of the contracting parties

1. The Accommodator is obliged to hand over the premises to the Accommodated in a condition suitable for proper use.
2. The Accommodated has the right to use the equipment of the premises, which is indicated in the inventory list located in the premises.
3. In particular, the Accommodated agrees that they shall:
 - a) duly respect and comply with the UP Student Accommodation House Rules, ŘVŠK, the Rules on the Use of Computer Networks and the Operation of UP Software and other UP and SKM UP internal policies (hereinafter collectively referred to as the “related UP policies”), and in particular the present Accommodation contract;
 - b) not let any other person use the premises or to use them contrary to Article 3, clause 2 of the present Accommodation contract;
 - c) exclusively use the room referred to in Article 1, clause 1 of the present Accommodation contract, the premises intended for common use within the suite/cell and the premises intended for common use within the dormitory;
 - d) hand over the premises to the Accommodator at the end of the accommodation period in the condition in which it was taken over, without defects, damage and in the original layout;
 - e) in the event of culpable damage to the property of the Accommodator, pay for the damage within three days after receiving the quantification of the amount of the damage;
 - f) interrupt accommodation in the dormitory in the event of a serious infectious disease and pay the accommodation fee for the period of the interruption;
 - g) promptly report any changes in the personal data listed in the header of the present Accommodation contract;
 - h) comply with other obligations of the resident specified in the UP Student Accommodation House Rules.
4. The Accommodator is entitled to enter the premises without the knowledge or presence of the Accommodated only in cases where there is a threat to the life and/or health of persons or a risk of significant damage to the property of the Accommodator and for the purpose of carrying out repairs and inspections of cleanliness, order, safety and observance of the night peace and other obligations arising from the UP Student Accommodation House Rules. An inventory taking and inspection may be conducted after at least seven days' notice is given by posting information on the notice board in the relevant dormitory. This is without prejudice to the carrying out of cleaning in areas designated for common use within a suite/cell if it belongs to a room.

Article 3

Additional provisions

1. The earliest date of start of accommodation is the date specified in Article 1, clause 2 of the present Accommodation contract as the start day.
2. The Accommodated is entitled, with the consent of the Accommodator, to accommodate in the room persons not accommodated in the dormitory or persons accommodated in another dormitory (hereinafter referred to as “visitors”) between 12:00 AM and 7:00 AM, provided that all the following conditions are met:
 - a) the visitors will be enrolled in the system in advance in the presence of the accommodated person at the reception desk of the respective dormitory by an authorised person of the Accommodator;
 - b) the visitors prove their identity to the authorised person of the Accommodator by presenting their ID card, passport or UP student card;

- c) the visitors shall pay, upon enrolment in the system, a payment for accommodation at the rate of the accommodation fee referred to in Article 4, clause 1 of the present Accommodation contract;
 - d) the duration of the stay of the visitors may not exceed three consecutive nights and at the same time a maximum of twelve nights in a month;
 - e) if there are other persons staying in the suite/cell (room) at the same time on the basis of Accommodation contracts with the Accommodator, the Accommodated shall provide the Accommodator's authorised person with their prior consent;
 - f) the Accommodated shall acquaint the visitors with all the conditions applicable to accommodation in the dormitories and shall be responsible for their observance by the visitors and shall be liable to pay any penalty for their violation or any damage caused by the visitors as if they had caused it themselves.
3. The Accommodated is entitled to use other services of the Accommodator beyond the scope of the present Accommodation contract upon payment of the current price specified in the Price list of other services.
4. The Accommodated agrees to:
- a) interrupt the accommodation at the request of the Accommodator due to extraordinary unforeseen reasons, but for a maximum of 10 days, during which time the Accommodator shall not be entitled to the payment of the accommodation fee,
 - b) change the place of accommodation to an alternative room (dormitory) designated by the Accommodator:
 - i. in the case under letter a), when the Accommodator offers this alternative (the Accommodated does not pay a higher accommodation fee than under the present Accommodation contract);
 - ii. in the period from June 20 to September 15 for operational reasons of the Accommodator in accordance with Article 2, clause 8 of ŘVŠK;
 - iii. in the period from September to June for serious operational reasons of the Accommodator in accordance with Article 2, clause 8 of ŘVŠK;
 - iv. in case the contractual obligations between the Accommodator and the persons occupying the room (suite/cell) together with the Accommodated cease to exist and in case the vacant place is not occupied by another person immediately thereafter or in case an amendment to the present Accommodation contract is concluded increasing the accommodation fee to correspond to the number of persons currently occupying the room (suite/cell).

Article 4

Accommodation fee, payment terms, security deposit

1. Accommodation fee is CZK,- per day incl. VAT, the amount of the accommodation fee is based on the current Price List of Accommodation Fees. The Accommodated acknowledges that the Accommodator is entitled to change the amount of the accommodation fee by issuing a new Price List of Accommodation Fees only in the event of a change in the VAT rate, and the Accommodator is obliged to inform the Accommodated of such a change immediately by e-mail in the system and on the notice boards in the dormitories.
2. The Accommodated agrees to pay the accommodation fee for the entire period of time for which the accommodation has been agreed in the present Accommodation contract, even for the period of time when they is not physically present in the premises, unless the obligation under the present Accommodation contract is terminated. This provision does not apply in the event of interruption of the accommodation for the reason on the part of the Accommodator referred to in Article 3, clause 4, letter a) of the present Accommodation contract.

3. The accommodation fee shall be due by the fifteenth day of the month for which the accommodation fee is payable; in the event of a later start date than the fifteenth day of the month, the accommodation fee shall be due no later than the start date of the accommodation. The moment of payment is understood as the crediting of the money to the SKM UP account.
4. The Accommodated can pay the accommodation fee and other amounts (fines, interest on late payments, fees, charges, compensation for damages):
 - a) non-cash (usually in the form of a collection payment or online payment in the system); the variable symbol of the payment is a compulsory data, it is used for unambiguous identification of the Accommodated (payer) and is available in the system;
 - b) using a payment card at places where the technical equipment of the Accommodator allows it;
 - c) in cash at the reception desk of the dormitory.
5. By signing the present Accommodation contract, the Accommodator confirms that the amount corresponding to the security deposit, which is thirty times the daily accommodation fee, has been deposited.
6. The Accommodator shall return the security deposit to the Accommodated no later than fourteen days after the termination of the obligation under the present Accommodation contract, in the amount corresponding to its current state after the withdrawal according to the following clause. The previous sentence does not apply if the Accommodator agrees to retain the security deposit in connection with the conclusion of another Accommodation contract.
7. The Accommodator is entitled to draw the security in the form of a unilateral set-off to cover:
 - a) due damages to its property caused by the Accommodated;
 - b) due fees and charges;
 - c) accommodation fee, at the earliest on the date of termination of the obligation under the present Accommodation contract.
8. The Accommodator shall notify the Accommodated of the withdrawal of the security deposit via the system (the Accommodated's account).
9. In the event of a withdrawal of all or part of the security deposit, the Accommodated is obliged to replenish the security deposit to the full amount within seven days of receiving notification of the withdrawal.
10. The Accommodated agrees that the Accommodator will always use the payment made by the guest to pay the amount due first.

Article 5

Termination of accommodation

1. The obligation created by the present Accommodation contract shall terminate:
 - a) upon expiration of the period for which the accommodation was agreed in the present Accommodation contract,
 - b) upon fulfilment of the severance condition referred to in clause 2 of the present Article of the present Accommodation contract,
 - c) by withdrawal from the Accommodation contract by the Accommodator in accordance with clause 3 of the present Article,
 - d) by written notice by the Accommodated in accordance with clauses 5 and 6 of the present Article,
 - e) by failure to check in on the date agreed in the present Accommodation contract as the date of start of the accommodation without termination of the Accommodation contract, unless the reason for the failure to check in is communicated by the Accommodated by the following day.
2. The contractual parties have expressly agreed on a severance condition that the obligation established by the present Accommodation contract shall be terminated on the date:
 - a) on which the Accommodated refuses alternative accommodation in accordance with Article 3, clause 4 of the present Accommodation contract,

- b) on which a decision of the administrative authority on the state of disrepair of the dormitory building or a similarly serious decision becomes final.
- 3. The contractual parties have expressly agreed, in accordance with Section 2001 of the Civil Code, that the Accommodator is entitled to withdraw from the present Accommodation contract if the Accommodated:
 - a) violates any of the obligations specified in the present Accommodation contract or in the UP Student Accommodation House Rules,
 - b) is at that time in delay in the payment of a total amount exceeding thirty times the daily accommodation fee,
 - c) grossly violates good manners or otherwise grossly violates their obligations under the present Accommodation contract or related UP policies, including fire, safety and hygiene regulations, in particular by staying in the dormitory premises under the influence of alcohol, narcotic or psychotropic substances, restricts the rights of other Accommodated beyond the level appropriate to the circumstances, commits vandalism, physical violence or gross indecency in the dormitory or other properties of the Accommodator,
 - d) terminates their studies at UP.
- 4. The notice of withdrawal from the Accommodation contract must be made in writing and delivered to the Accommodated. The notice must contain a statement of reasons for the withdrawal, with reference to the relevant provision of the present Accommodation contract which the Accommodated has breached. The obligation under the present Accommodation contract shall terminate in the event of withdrawal 10 days after the notice of withdrawal has been delivered to the Accommodated.
- 5. The Accommodated is entitled to terminate the present Accommodation contract without giving any reason, only in writing. The notice period is one month, starting on the first calendar day of the month following the delivery of the notice to the Accommodator. The period of notice shall always apply except as provided for in clause 6 of the present Article.
- 6. If the Accommodated terminates the Accommodation contract between August 1 and September 15, the Accommodation contract is terminated on the date of delivery of the notice without any notice period and the security deposit paid is forfeited to the Accommodator in the amount of 50%. If the Accommodated terminates the Accommodation contract between September 16 and September 30, the Accommodation contract is terminated on the date of reception of the notice without any notice period and the security deposit is forfeited to the Accommodator in the amount of 100%.
- 7. In the event of non-accommodation pursuant to clause 1, letter e) of the present Article of the Accommodation contract, clause 6 of the present Article of the Accommodation contract shall apply *mutatis mutandis*.
- 8. For the days on which the room is used after the end of the obligation established by the present Accommodation contract, the Accommodated agrees to pay unjust enrichment equal to the price of accommodation in the dormitory according to the price list for short-term student accommodation, similarly under the terms of the present Accommodation contract for the payment of accommodation fees.

Article 6

Sanctions

- 1. The Accommodator is entitled to require the Accommodated to pay the fines specified in the Price list of other services and Fees at dormitories of Palacký University Olomouc. In the event of a breach of their contractual obligations, the Accommodated undertakes to pay these fines to the Accommodator.
- 2. The fines are payable no later than seven days from the date of creation of the claim in the system.
- 3. The provisions of Section 2050 of the Civil Code shall not apply and the Accommodator shall be entitled to claim damages against the Accommodated in excess of the fines.

Article 7

Processing of personal data

1. By signing this contract, the Accommodated acknowledges that their personal data is processed by the Accommodator for the purpose of the process leading to the conclusion of the Accommodation contract, for the purpose of keeping records of the accommodated persons, keeping records of non-accommodated accommodation applicants and for the purpose of keeping records of unpaid accommodation fees and other accommodation-related payments.
2. The Accommodated acknowledges that further information on the processing of personal data is available on the website of the Accommodator (<https://skm.upol.cz/en/dokumenty/> and <https://www.upol.cz/en/university/data-protection/>).
3. Personal data will be processed by the Accommodator for a maximum period of ten years from the date of which the present Accommodation contract becomes effective.

Article 8

Final provisions

1. In case of affixing electronic signature(s) to the Accommodation contract through the system, the Accommodation contract is available in the system for download and printing.
2. In case of signing a hardcopy of the Accommodation contract, the Accommodation contract shall be drawn up in duplicate, one for each party. Other documents shall be delivered to the addresses of the contracting parties listed in the header of the present Accommodation contract. The Accommodated also receives these at the address currently listed in the system, in STAG or at the address specified in Article 1, clause 1 of the present Accommodation contract. Important documents, especially legal acts, are delivered by hand.
3. Rights and obligations arising out of the present Accommodation contract not explicitly regulated shall be subject to the Czech law, mainly the Civil Code.
4. Any changes to the present Accommodation contract may be made only by written, dated, ascending numbered amendments signed by both parties on one instrument.
5. The present Accommodation contract becomes effective on the day of it signing by both contractual parties.
6. The contractual parties declare that they have read the contract thoroughly, that they are fully familiar with its contents and they give their due consent by affixing their respective signatures below.
7. All related UP policies are continuously available at the web address <https://skm.upol.cz/dokumenty/> and bind the Accommodated as if they were an appendix to the present Accommodation contract, in particular the Price List of Accommodation Fees, Price List of Other Services and UP Student Accommodation House Rules. The Accommodated declares of having been duly informed of this in advance and that they has familiarized themselves with the related UP policies and is aware of the possible consequences that result from their violation.
8. The Accommodated further declares that they has been familiarized with the internal regulations and UP policies regarding fire safety, including Act No. 133/1985 Coll. on fire protection, as amended.
9. The contractual parties have expressly agreed that their rights and obligations ensuing from the present Accommodation contract in matters not expressly regulated by the present Accommodation contract shall be in accordance with:
 - a) for EU students only: Section 3 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of June 17, 2008 on the law applicable to contractual obligations (Rome I) and with Section 87, subsection 1 of Act No. 91/2012 Coll. on the Private International Law, as amended, shall be governed by the laws of Czech Republic – especially by Czech Civil Code.

- b) for non-EU students: Section 87, subsection 1 of Act No. 91/2012 Coll. on the Private International Law, as amended, shall be governed by the laws of Czech Republic – especially by the Czech Civil Code.
10. As for potential litigations arising out of the preset Accommodation contract, the contractual parties agreed as follows:
- a) for EU students only: Section 23 of Council Regulation (EC) No. 44/2001 of December 22, 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters and with Section 85 of Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the Section 89a of Act No. 99/1963 Coll., Civil Procedure Act, as amended, that any disputes that arise between the Parties in connection with the present Accommodation contract shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.
- b) for non-EU students: Section 85 of Act No. 91/2012 Coll. on the Private International Law, as amended upon the jurisdiction of the Czech courts. By the prorogation agreement according to the Section 89a of Act No. 99/1963 Coll., Civil Procedure Act, as amended, that any disputes that arise between the contractual parties in connection with the present Accommodation contract shall be submitted to the exclusive jurisdiction of the Czech court located in a region of UP's seat.

In Olomouc on

In on

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On behalf of the Accommodator

Accommodated

Annex No. 2 of the Student Accommodation Rules UP**Palacký University Olomouc Dormitory Board Statute****Article 1****Student dormitory self-government**

- 1) The body of student dormitory self-government at Palacký University Olomouc (hereinafter referred to as “UP”) is the UP Dormitory Board (hereinafter referred to as “KR UP”). KR UP is an advisory body to the UP Rector and is governed by the Palacký University Olomouc Dormitory Board Statute (hereinafter referred to as “Statute”).
- 2) KR UP represents the accommodated students in negotiations with the management of the UP Accommodation and Dining Services (hereinafter referred to as “SKM UP”) or with the management of UP, contributes to maintaining the required level of security in the UP dormitories, expresses its opinion on the functioning of the dining services of SKM UP and performs other activities related to the organization of accommodation in dormitories according to the present Statute.
- 3) KR UP is elected by the students accommodated in the dormitories from among the students accommodated in the dormitories. A member of the KR UP is also a student of a UP study programme conducted in a foreign language appointed by the head of the International Office of the UP Rector's Office (hereinafter referred to as “foreign student”) from among those foreign students who are accommodated in the dormitories.
- 4) Each separate dormitory is represented in the KR UP by one duly elected representative (member of the KR UP). For these purposes, a separate dormitory means:
 - a) 17. Listopadu Dormitory,
 - b) Josef Jařab Dormitory,
 - c) Generál Svoboda Dormitory, Block A,
 - d) Generál Svoboda Dormitory, Block B,
 - e) J. L. Fischer Dormitory, Block A,
 - f) J. L. Fischer Dormitory, Block B,
 - g) Bedřich Václavek Dormitory, Block A,
 - h) Bedřich Václavek Dormitory, Block C,
 - i) Neředín I Dormitory,
 - j) Neředín II Dormitory,
 - k) Neředín III Dormitory,
 - l) Neředín IV Dormitory,
 - m) Chválkovice Dormitory,
 - n) Evžen Rošický Dormitory.
- 5) In the event that a representative of a given dormitory fails to be elected even in the by-election to the KR UP according to Article 2 of the present Statute, the dormitory is represented by a representative of the opposite dormitory block. If there is no such representative, the dormitory shall be represented by a volunteer from among the members of the KR UP. If there is no such volunteer, it shall be represented by the Vice-Chairperson of the KR UP.
- 6) A member of the KR UP may appoint a substitute for the period of their absence by written declaration addressed to the Chairperson of the KR UP. The substituted member of the KR UP shall also notify the students of the dormitory for which they has been elected in a suitable manner (e.g. on the notice board in the dormitory).

Article 2**Election rules of UP Dormitory Board**

- 1) The term of office of the members of the KR UP is two years.
- 2) Elections to the KR UP are held electronically. Elections to the KR UP are single-round elections, the candidate who received the highest number of votes of eligible voters in the elections to the KR UP at the given dormitory is elected as the representative of each dormitory.

- 3) Elections to the KR UP, including the determination of their specific form and the determination of the method of determining the scrutineers for the counting of votes, shall be organised by the outgoing KR UP. The timetable for the elections to the KR UP shall be prepared so that they take place no later than October 20 of the year in which the regular term of office of the members of the KR UP is due to expire.
- 4) The announcement of the date of the election, including the deadline for nominating candidates for members of the KR UP, must be visibly published in each dormitory on a notice board, placed in a visible place near the entrance to the dormitory and in a manner allowing remote access, at least 7 days before the election to the KR UP. The list of nominated candidates must be published in a manner allowing remote access at least 24 hours before the start of the elections to the KR UP. The SKM UP, on the initiative of the Chairperson of the KR UP, shall ensure that the announcement referred to in the previous sentence is also published on the website of the SKM UP. Elections to the KR UP may not be held on a day of rest and the day immediately preceding it.
- 5) The results of the elections to the KR UP must be announced within 24 hours of their conclusion in a manner allowing remote access. The outgoing KR UP shall draw up a record of the elections, in which it shall indicate for each dormitory in particular the order of candidates, including unsuccessful candidates, the number of votes they received, the number of eligible voters, the time when the elections to the KR UP were held, and the names of the scrutineers. The record shall be signed by the Chairperson of the outgoing KR UP and all scrutineers who organised the election to the KR UP at the given dormitory. The overall report on the course of the KR UP elections is signed only by the Chairperson of the outgoing KR UP and is accompanied by partial records of the KR UP elections at individual dormitories. The Chairperson of the outgoing KR UP shall immediately deliver the record with the report to the Head of the SKM UP and the Chairperson of the UP Academic Senate (hereinafter referred to as "AS UP") through the Office of the AS UP.
- 6) The term of office of the members of the KR UP ends with the election of a new KR UP, if it has not already ended according to the provisions of clause 7.
- 7) The term of office of the members of the KR UP expires and an extraordinary election board is appointed:
 - a) if elections to the UP KR are not held by October 31 of the year in which the regular term of office is to expire term of office of the members of the KR UP, or
 - b) if the result of the election to the KR UP is not announced or the record of the election to the KR UP with the requirements under clause 5 are delivered to the Chairperson of the AS UP within 10 working days from the date of the election,
 - c) as well as at any time in the event that no record of the meeting of the KR UP have been published in a manner allowing remote access for at least 3 months. The time limit is interrupted in the period from July 1 to August 31 of a given calendar year.
- 8) The extraordinary election board of at least 3 members shall be appointed from among the UP students by the Chairperson of the AS UP after consultation with the AS UP senators from among the students. The extraordinary election board shall organise the elections to the KR UP. The elections to the KR UP shall be held in accordance with clause 4. Clause 5 applies to the announcement of the election results, the preparation of the record and its delivery for publication to the Head of the SKM UP and the Chairperson of the AS UP, while the tasks of the outgoing KR UP are performed by the extraordinary election board.
- 9) In any of the situations described in clause 7, the UP Rector is entitled to appoint an extraordinary KR UP from among the UP students staying in the dormitories. The extraordinary KR UP has the status of KR UP according to the present Statute. The mandate of the extraordinary KR UP shall terminate with the election of the KR UP resulting from the elections to the KR UP pursuant to clause 8. Membership in the extraordinary election board is incompatible with membership in the extraordinary KR UP.
- 10) At its constituent session, which shall be convened without undue delay after the elections to the KR UP by the Chairperson of the outgoing KR UP, the KR UP shall elect from its midst a Chairperson and a Vice-Chairperson; if the Chairperson of the outgoing KR UP does not convene the constituent session within 5 days of the announcement of the results of the elections to the KR UP, the Chair-

person of the AS UP shall do so. The KR UP shall also decide on the organization of by-elections to the KR UP in dormitories where their representative was not elected in the regular elections to the KR UP. The by-elections to the KR UP must be held within 14 days of the constitutive meeting of the KR UP. Clauses 4 and 5 apply to the by-elections to the KR UP.

- 11) Any UP student staying in the dormitory on the date of the election or a member of the outgoing KR UP may file an objection against the conduct of the KR UP election within 3 days from the date of publication of the results. This objection shall be submitted to the Chairperson of the AS UP. The Chairperson of the AS UP shall submit the objection to the AS UP, which may, for serious reasons consisting in non-compliance with the procedure for the organization and conduct of the elections to the KR UP, declare the elections to the KR UP invalid. In such a case, the procedure shall be followed in accordance with clauses 7 and 8.
- 12) It is possible to express no confidence in an individual member of the KR UP. The vote of no-confidence may be taken by students residing in the respective dormitory by voting, which shall be governed by the provisions of the present Article on the election to the UP KR; this does not apply to a foreign student. The mandate of a member of the KR UP shall expire if a majority of those voting vote in favour of a vote of no confidence, provided that at least 20 % of the students accommodated at the dormitory in question are present at the vote.
- 13) At the first meeting of the second year of the term of office of the KR UP, the Chairperson of the KR UP shall put a vote of confidence in the Chairperson and Vice-Chairperson of the KR UP to a vote of confidence. A supermajority of the present members of the KR UP is required for a vote of confidence. In the absence of a vote of confidence, the first sentence of paragraph 10 shall apply *mutatis mutandis*. A foreign student does not have the right to vote.
- 14) In the event that at the beginning of the second year of the term of office of the KR UP, not all dormitories are represented in the KR UP by their representative, the Chairperson of the KR UP shall announce a by-election to the KR UP in the unrepresented dormitories. The mandate of the member so elected shall end with the mandate of the duly elected KR UP.
- 15) At any meeting of the KR UP, a member of the KR UP may cast a vote of no confidence in the management of the KR UP. A supermajority of all elected members of the KR UP is required for a vote of no confidence. In the event of a vote of no confidence, paragraph 10 shall apply *mutatis mutandis*.
- 16) The mandate of a member of the KR UP also expires:
 - a) on the date of termination of their studies at UP
 - b) on the date of termination of the accommodation contract of the KR UP member at the UP dormitories, provided that on this date the KR UP member has not concluded an accommodation contract in the dormitories for the next academic year (follow-up period),
 - c) on the date of delivery of the notice of resignation of the KR UP member to the Chairperson of the KR UP,
 - d) on the date of delivery of the result of the vote of no confidence under clause 12 to the Chairperson of the KR UP.
- 17) The mandate of a foreign student shall expire in the same way as in clause 16, except for letter d). The mandate of a foreign student also expires upon removal from office by the Head of the International Office of the UP Rector's Office upon a reasoned proposal of the Chairperson of the KR UP.
- 18) If the mandate of a member of the KR UP has expired, the Chairperson of the KR UP shall propose a by-election at the next meeting. A supermajority of all members of the KR UP is required for the adoption of a resolution on holding by-elections to the KR UP.

Article 3

Activities of the UP Dormitory Board

- 1) KR UP acts as a liaison between SKM UP and accommodated students, supervises compliance with the rights and obligations of students arising from the UP Student Accommodation Rules, the House Rules of the University Dormitories, accommodation contracts and the Rules of the UP Canteen.

- 2) SKM UP provides the KR UP with environment for its activities – a room with internet access and basic office supplies and ensures the printing of necessary documents (report on the activities of the KR UP and report on the course of elections to the KR UP). The printing of other KR UP materials will be provided by SKM UP only on the basis of an agreement with the Head of SKM UP.
- 3) After the last meeting of a given academic year, the Chairperson and Vice-Chairperson of the KR UP prepare a report on the activities of the KR UP for that academic year. After its preparation, the Chairperson of the KR UP gives it to the members of the KR UP for approval. A member of the KR UP expresses their agreement, disagreement or abstention via e-mail or other means of remote communication designated by the Chairperson of the KR UP together with the sent activity report, and addresses their decision to the Chairperson of the KR UP. If a member of the KR UP fails to express their opinion within seven days, or if their expression is not clear and understandable, they is deemed to have abstained from voting. After its approval, the Chairperson of the KR UP submits the activity report to the UP Rector. The report on the activities of the KR UP is also published in a manner allowing remote access. The report on activities shall contain in particular:
 - a) a summary of the work of the KR UP in a given academic year;
 - b) a list of all adopted resolutions;
 - c) all records of the meetings of the KR UP held in a given academic year.
- 4) KR UP discusses drafts of the following documents, their changes and gives its recommendations on them:
 - a) UP Student Accommodation Rules,
 - b) House Rules of the University Dormitories,
 - c) Price list of accommodation fees for students;
 - d) other internal policies of SKM UP or UP that relate to the accommodation of students in dormitories.
- 5) The preparer of the documents referred to in clause 4 shall submit the said documents in the final version prior to their approval by the relevant UP body, to the hands of the Chairperson of the UP KR:
 - a) for the documents referred to in clause 4, letters a) and c) not later than 15 days before the next meeting of the KR UP, and
 - b) for the documents referred to in clause 4, letters a) and c) not later than 15 days before the next meeting of the KR UP.
- 6) The KR UP must discuss the submitted document and send the record of its meeting with recommendations to the submitter no later than the day immediately following the date of the KR UP meeting. In case of missing this deadline, a positive opinion of the KR UP on the document without comments is assumed. The KR UP must have the opportunity to discuss the document referred to in clause 4. In the event that the documents referred to in clause 4 are not submitted to the KR UP within the time limits set out in clause 5, it is assumed that the KR UP does not recommend approval of the document.
- 7) The preparer of the document shall incorporate the recommendations of the KR UP into the opinion under clause 6 or submit them together with the document with its possible reactions to the UP body that approves the document. This body will deal with the comments.
- 8) It is the duty of the KR UP to inform accommodated students about the meetings of the KR UP and their dates and places at least one week before the meeting of the KR UP. The outgoing Chairperson of the UP KR informs without undue delay about the constituent meeting of the UP KR pursuant to Article 2, clause 10.

Article 4

Rules of procedure of UP Dormitory Board

- 1) Members of the KR UP act actively in the interests of the accommodated students and respect the legitimate interests of UP.

- 2) The foreign student defends the interests of students studying at UP in study programmes conducted in a foreign language and accommodated in the UP dormitories.
- 3) Meetings of the KR UP are public and are usually held once a month. The date and place of the next regular meeting of the KR UP shall be set by the Chairperson of the KR UP after the debate at the KR UP meeting and shall be published in a manner allowing remote access within five days after the meeting.
- 4) An extraordinary meeting of the KR UP shall be convened by the Chairperson of the KR UP without undue delay after a reception of a written request to convene a meeting (hereinafter referred to as "request"). The request may be submitted by at least one quarter of the members of the KR UP; the subject of the request may only be matters that concern important interests of the accommodated and do not bear delay until the next regular meeting. The request shall be accompanied by a written justification of such request prepared by the applicant and discussed with the Chairperson of the KR UP. An extraordinary meeting of the KR UP shall be convened by the Chairperson of the KR UP so that it is held no later than 14 days after reception of the request. If the meeting is held within seven days, the Chairperson of the KR UP shall inform the accommodated of the meeting without undue delay.
- 5) Every accommodated student has the right to discuss their accommodation matters at a meeting of the KR UP. Every accommodated student also has the right to raise a query with the KR UP and has the right to receive a response from the KR UP in accommodation matters in a manner allowing remote access without undue delay.
- 6) The Chairperson (in their absence the Vice-Chairperson) of KR UP convenes the meetings of KR UP in cooperation with the management of SKM UP, manages them and in cooperation with the management of SKM UP ensures that the record of the meeting is taken. The basis for its preparation is the audio recording made by the Chairperson of the KR UP. This recording is kept by the KR UP Chairperson until the record is published in accordance with clause 9. The Chairperson (in his absence, the Vice-Chairperson) of the KR UP sends a representative of the KR UP to the meetings of the Dining service control board.
- 7) A quorum of the KR UP is present if an absolute majority of the elected members of the KR UP is present.
- 8) A resolution of the KR UP shall have the nature of a recommendation. A resolution of the KR UP shall be valid if it is supported by an absolute majority of the members of the KR UP present. The resolution must be formulated in writing and stated in the record of the meeting.
- 9) The record of the meetings of the KR UP shall be published in a manner allowing remote access and, together with the attendance lists, shall be stored with the Head of the SKM UP, in the Office of the AS UP and in the internal document repository and shall serve as evidence of the adopted recommendations and activity of the members of the KR UP.

Article 5

Transitional provisions

- 1) The mandate of a member of the KR UP elected in the period when the Statute of the KR UP in force at the time of the election stipulated that the term of office of members is one year shall expire in accordance with the regulation of the membership of a member of the KR UP in force at the time of his election (the term of office is not extended).