

Article I – Introductory Provisions

1. These Business Terms and Conditions are issued by Tomas Bata University in Zlín, Halls of Residence and Refectory, public higher education institution established in compliance with Act No. 404/2000 Coll., on the Establishment of Tomas Bata University in Zlín, residing at: Štefánikova 150, 760 01 Zlín, Identification Number: 70883521, Tax Identification Number: CZ70883521 (hereinafter referred to as “TBU ZLÍN”), for the purpose of regulating the relations between TBU ZLÍN and the accommodated person/applicant for accommodation (hereinafter referred to as “Client”); the relations in question are those arising from the Accommodation Contract concluded between the parties, also from the Rules for Accommodation valid in the given academic year, and from the Residence Halls Rules and Residential Rules.
2. These Business Terms and Conditions form an integral part of the Accommodation Contract, or, if applicable, of the Rules for Accommodation concluded between TBU ZLÍN as the Accommodation Provider and third parties as Clients (hereinafter referred to as “Accommodation Contract”). The subject matter of the Accommodation Contract/Rules for Accommodation is the provision of accommodation on the premises of the University Hall of Residence in the given academic year.
3. These Business Terms and Conditions specify the rights and responsibilities of TBU ZLÍN as the Accommodation Provider and third parties as Clients during the provision of accommodation/during accommodation booking. Unless specified otherwise in the above-mentioned Accommodation Contract, or, if applicable, in the Rules for Accommodation, these Business Terms and Conditions apply to a relation not regulated in writing between the parties in compliance with Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “Civil Code”).
4. The Client recognizes the subsequent terms and conditions as binding on all services to be provided in accordance with the Accommodation Contract, with the booking, and renounces any application of his/her own business terms and conditions. In the event of a conflict between these Terms and Conditions and the Contract, the provision of the Contract concluded takes precedence.

Article II – Subject of Performance

1. The subject of performance refers to the provision of accommodation, and to the booking of accommodation in the given academic year, and that via the website: <https://ubytovani.utb.cz>
2. Applicants interested in long-term accommodation shall, after making a registration in the ISKaM system, submit an electronic application for accommodation in the ISKaM system. Prior payment of the full amount of the deposit forms part of the submission of the application for accommodation.
3. The Client shall pay to the Accommodation Provider for the accommodation and related services the price set in accordance with the valid price lists posted on the TBU website.

Article III – Price for Accommodation and Related Services, Terms of Payment

1. The price of accommodation and related services and the amount of the deposit (hereinafter referred to as “price”) are specified in price lists for accommodation services and, if applicable, also in the Rules for Accommodation.
2. Depending on the type of accommodation, the total amount of the price is generated for the Client in the bookmark “Total amount to be paid”.
3. The total amount of the price has to be paid by the Client as a single payment; TBU Zlín does not accept payment in instalments.
4. The Client is entitled to choose between the option of paying the price online by payment card or by bank

transfer. TBU Zlín accepts online payments by the following payment card types: VISA, VISA electron, MasterCard, Maestro.

TBU Zlín also accepts payments by bank transfer from other banking institutions. Fees for transactions shall be paid by TBU Zlín.

The Client is always required to select the method he/she will use to pay the price. Regardless of the method selected, the price is deemed settled at the moment when the bank account of the Seller, i.e. of TBU Zlín, has been credited with the relevant amount.

5. Payments by payment cards are connected to the payment gateway operated by the GPwebPay company, which provides secured technology used for the acceptance of payment cards and online bank transfers. Numbers of payment cards, credit cards and passwords used for the electronic banking shall be entered by the Client using the secured and trustworthy channel run by the Global Payment company.

Article IV – Personal Data Protection

1. Declaration: TBU Zlín undertakes to fully respect the confidential nature of personal and company data of the Client, which are secured against unauthorized access and protected against misuse. The data entered by the Client into the ISKaM system are indispensable for the identification of the Client. The data are used for the purposes of provision of accommodation, including the necessary accounting operations, issuance of invoices, identification of cashless payments and for communication with the Client. The above-mentioned data relating to the Clients are stored compliance with valid laws of the Czech Republic, in particular with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended. By the conclusion of the Accommodation Contract, the Client expresses his/her consent to the processing and collection of his/her personal data in the database of TBU ZLÍN, and that until the Client expresses his/her disapproval of the above-mentioned processing in writing.
2. Detailed personal data and information on items purchased by the Client are stored in a database strictly secured against misuse, and no third party shall be provided with the personal data. The Client is authorized to access his/her personal data, has the right to correct the data including other legal rights over these data. Personal data may be removed from the database following a written request submitted by the Client.

Article VIII – Final Provisions

1. The contractual relation between TBU Zlín as the Provider and third parties as Clients adheres to the content of the application submitted by the Client via the website <https://ubytovani.utb.cz>, to the Residence Halls Rules and Residential Rules and to the Rules for Accommodation valid in the given academic year. Issues not explicitly specified in the above-mentioned documents are governed by the Czech legal system.
2. These Business Terms and Conditions come into force and effect on 13 January 2018.
3. TBU Zlín reserves the right to make changes to these Business Terms and Conditions. Each new version of the Business Terms and Conditions shall be posted on the website <http://www.utb.cz/kmz>.
4. Should any of the provisions of these Business Terms and Conditions cease to be valid, the remaining provisions remain unaffected and continue to be valid; the purpose and objective of the corresponding provisions of valid Czech legal regulations shall be applied to close the resulting gap.