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Issued by:	Bc. Michal Navrátil	
Prepared by:	Bc. Ilona Mališková	
In cooperation with:	Mgr. Bc. Andrea Jankovičová	
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Signature of authorized person:	Bc. Michal Navrátil, m.p.	

## **PART ONE BASIC PROVISIONS**

### **Article 1 Introductory provisions**

- (1) In accordance with Article 23 of the Statute of Tomas Bata University in Zlín, the Halls of Residence and Refectory (hereinafter referred to as “HRR”) are a component part of Tomas Bata University in Zlín (hereinafter referred to as “TBU”). The facilities of the HRR are intended for the provision of accommodation and catering in particular for members of the academic community.
- (2) During its activities, the HRR must abide by the provisions of the TBU Statute, of internal regulations and internal rules of TBU and of the Organizational Regulations of the HRR.
- (3) The accommodation in the University Halls of Residence and in external accommodation facilities hired by the HRR has to comply with the Accommodation Contract, Civil Code, fire, safety and hygiene regulations, internal rules and regulations of TBU, as amended, and with these Residence Halls and Housing Rules and Consumer Information (hereinafter referred to as “RHHR”). The accommodation also has to comply with the Detailed Rules for Accommodation Provided to Full-Time Students including the Payment Gateway Business Terms and Conditions, Binding Rules for the Use of Student Computer Rooms, List of Permissible Electrical Appliances as well as with valid Decrees issued by the HRR Director and the relevant HRR Price Lists (hereinafter jointly referred to as “Rules”).
- (4) The subject of activity of the Halls of Residence is:
  - a) To provide students (“main activity”) and staff of TBU in Zlín with paid accommodation,
  - b) To provide other persons with paid short-term accommodation, unless it is detrimental to the main activity.
- (5) Accommodation is administered through the ISKAM information system.
- (6) There is no legal right to conclude an Accommodation Contract on accommodation in the TBU Halls of Residence and in external accommodation facilities hired by the HRR.

## **Article 2**

### **Halls of Residence, assigned place in the Halls of Residence and common areas**

- (1) The TBU Halls of Residence include the following TBU buildings:
  - a) Hall Antonínova 4379, Zlín (U6),
  - b) Hall Štefánikova 150, Zlín (U7),
  - c) Hall TGM 3050 (nám T.G. Masaryka 3050), Zlín (U12).
- (2) The assigned place in the Halls of Residence is defined as a living area where the resident's bed and other facilities are situated depending on the equipment in the particular room type (e.g. a hall, a kitchen, a bathroom, a toilet). The residents assume responsibility to maintain the assigned space in a clean and tidy condition and to do the cleaning with the detergents provided upon request.
- (3) Common areas are defined as areas intended for the use of all residents to the same extent (e.g. study rooms, laundries, corridors, etc.). Cleaning in the common areas is provided by the HRR.

## **Article 3**

### **External accommodation facilities**

External accommodation facilities refer to those buildings which the HRR of TBU in Zlín hires for the purpose of accommodation. Information on the specific building(s) hired in a given academic year is always posted on the [kmz.utb.cz](http://kmz.utb.cz) website; these RHHR as well as the Rules mentioned above apply to the external accommodation facilities to the appropriate extent.

## **PART TWO**

### **GENERAL TERMS AND CONDITIONS APPLICABLE TO FULL-TIME STUDENTS WHO HAVE CONCLUDED AN ACCOMMODATION CONTRACT**

## **Article 4**

### **Eligibility – Decisions on the accommodation and full-time students' allocation in the accommodation facilities**

- (1) No person has the legal right to be accommodated in the Halls of Residence or in an external accommodation facility in accordance with Article 2 and 3. Accommodation criteria come into effect when approved by the Director of HRR.
- (2) The accommodation in the Halls of Residence can be provided for full-time students only on the basis of their electronic application submitted in the ISKAM information system ([kmz.utb.cz](http://kmz.utb.cz) website) and of the paid booking deposit. The accommodation applications are to be submitted by students to the HRR within the deadlines set in the Detailed Rules for Accommodation for the current academic year.
- (3) The Management of HRR (Head of Accommodation Services, Accommodation Officer, Accommodation Manager, Director of the HRR) shall process the submitted students' applications and assign rooms in the TBU Halls of Residence and in external accommodation facilities to students in conformity with the Detailed Rules for Accommodation for the current academic year ([www.kmz.utb.cz](http://www.kmz.utb.cz)). The decisions are binding on the students.
- (4) Students are required to check the ISKAM system, e-mail messages sent by the HRR and the website ([www.kmz.utb.cz](http://www.kmz.utb.cz)) as to whether their accommodation applications have been granted.
- (5) The Accommodation Contract is to be entered into between the Director of HRR and the accommodated student. The Accommodation Contract must be concluded before the student moves in, otherwise, moving in is not possible. The Contract shall be signed electronically via the ISKAM system.

- (6) The student is required to move in to the assigned place no later than on the date for which the assigned place has been booked. In exceptional cases (due to objective and substantiated reasons, due to serious reasons), the student may apply in writing to the Accommodation Officer/Accommodation Manager of the relevant Hall/external accommodation facility for a delayed move in date; however, the Accommodation Contract shall be concluded on the move in date, and the rent shall be paid starting from the original booking date ([www.kmz.utb.cz](http://www.kmz.utb.cz)) (i.e. the resident shall always pay the rent from the date entered in the Accommodation Contract as the commencement of the accommodation (the original booking date) regardless of whether he/she moves in on this day or later).
- (7) During the academic year, the assigned room in the Halls of Residence can be changed for organizational, technical and/or operational reasons on the part of the HRR.
- (8) A change of the assigned place at the request of the resident can be allowed only with prior consent of the Head of Accommodation Services/Accommodation Officer/Accommodation Manager.
- (9) Once the waiting lists have been exhausted, accommodation can be provided to students based on an application sent by e-mail to the Head of Accommodation Services/Accommodation Officer/Accommodation Manager, and after the student has paid the required booking deposit.
- (10) The HRR reserves the right to reject a student's application if he/she fails to pay to deposit, if he/she has not covered all liabilities for the past periods, he/she seriously violated the RHHR in the previous period or if he/she has failed to respect the Detailed Rules for Accommodation Provided to Full-Time Students including the Payment Gateway Business Terms and Conditions, Binding Rules for the Use of Student Computer Rooms, List of Permissible Electrical Appliances as well as with valid Decrees issued by the Director of the HRR.

## **Article 5**

### **Rights and obligations of residents**

- (1) The resident communicates with the Management of HRR primarily through the ISKAM system. If the ISKAM does not enable the student to deal with the issue (Account → Contact Forms), then the student shall communicate with the Management of HRR by e-mail, in person in the office hours or, if appropriate, on a date previously agreed upon with the Head of Accommodation Services, with the Accommodation Officers/Accommodation Manager and the IT technician. In order to have an appointment arranged with the Director of HRR, the resident must contact the Assistant to the Director of HRR. E-mail communication can only take place via e-mail addresses generated by TBU for students and staff.
- (2) Anonymous messages and e-mail messages sent from an e-mail address other than that generated by TBU in Zlín will not be considered. The only exemption is a situation when an admitted applicant who is yet to enrol on a degree programme/course has not yet been assigned an e-mail address generated by TBU and uses an e-mail address other than the e-mail address generated by TBU to register in the ISKAM system (Article 6 Paragraph 4 of the Detailed Rules for Accommodation Provided to Full-Time Students including the Payment Gateway Business Terms and Conditions). However, after an e-mail address has been generated by TBU for the student, he/she is obliged to use exclusively this address for communication.
- (3) Basic rights and obligations of the residents are regulated in particular in the Accommodation Contract and in the Civil Code, as amended.
- (4) The resident has a right to:
  - a) A change of bed linen once per month on a set date.
  - b) Use his/her own electrical appliances free of charge provided that the appliances used conform to technical standards concerning safe operation, i.e. are in compliance with the Czech Industrial Standards, and the electricity consumption of the appliance does not significantly exceed the average consumption of such appliances (details are specified in the List of

- Permissible Electrical Appliances posted on the HRR website).
- c) Use the Internet in compliance with the regulations and rules set for the TBU computer network or in compliance with the rules applicable in external accommodation facilities.
  - d) Have his/her privacy strictly respected. Other persons than the residents can enter the assigned rooms only with the approval of the residents. Exemptions are specified in Article 13 of the RHHR.
  - e) Apply for a change of the assigned place. The change of the assigned place is subject to a fee set out in the Charges for Accommodation Provided to Students in TBU Halls of Residence.
  - f) Use the services offered by the HRR or services offered in the external accommodation facility for the charges set.
- (5) The resident is required to:
- a) Move in specifically to the assigned accommodation place.
  - b) When taking over the assigned place, the resident must report all detected damages and missing items of equipment (according to the list of inventory) online in the ISKAM system, and that no later than within 24 hours of taking over of the assigned place. In the event the accommodated student or person fails to report the damages, the person who took over the assigned place will be liable for all damage to the room, personally or jointly with other roommates, and is required to pay for the damage incurred in accordance with the valid Price List, and that no later than the end of the current month.
  - c) Keep the assigned room locked in order to prevent a forcible entry and avoid leaving keys in the lock when leaving the assigned room, even for a short period of time, when his/her roommate is not present in the room. The same rules apply as regards the locking of the assigned room at night during sleep.
  - d) Show his/her student ID card/ISIC card issued with an identification label or the Temporary Residence Hall card when entering the Hall or the external accommodation facility (Detailed information in Article 8).
  - e) Inform the Accommodation Officer about bicycles and other electric means of transport (such as, for example, electric bikes, electric scooters, hoverboards and segways, and others) which the resident has brought with him/her to the Hall and store them in an area designated for their storage.
  - f) Inform the relevant Accommodation Officer without delay in the event that a resident has contracted an infectious disease.
  - g) Inform the relevant Accommodation Officer without delay about any injury which a resident has sustained when staying in the TBU Halls of Residence or in an external accommodation facility.
  - h) When leaving the room, check and switch off electrical appliances, turn off the lights and water taps.
  - i) Carry out a regular cleaning of the assigned accommodation place.
  - j) Permit staff authorized by the Accommodation Provider to carry out the cleaning in the common areas.
  - k) Check the notice boards, the website of the HRR and his/her e-mail box – his/her e-mail address generated by TBU and entered in the ISKAM system, so that the resident can receive important information concerning the operation of the HRR or of the external accommodation facility.
  - l) Observe all generally binding legal rules and regulations, in particular those mentioned in Article 1, Paragraph 3.
  - m) Adhere to the principles of civil coexistence, respect the quiet hours, respect the rights and needs of other residents and avoid doing anything that could endanger the safety of persons or of property, or disturb the peace and order in the Residence Halls or in the external accommodation facility or otherwise infringe the rights of other residents.
  - n) In case that the behaviour of the resident contravenes the RHHR, and the protection of rights of other residents shall require an intervention by a security agency, the resident is obliged to

- pay the cost and expense incurred by the Accommodation Provider.
- o) Observe the hygiene, fire and safety regulations and assume responsibility for his/her own safety during his/her stay in the Residence Hall or in the external accommodation facility.
  - p) Handle the equipment in the assigned place and in the common areas with care and avoid behaving in such a way as to cause damage.
  - q) Economize on heating, electricity, hot and cold water.
  - r) Sort waste for recycling and put it into marked recycling bins.
  - s) No later than five working days after the change, report a change of a travel document to the Accommodation Officer (only applicable to international students who have concluded the Accommodation Contract).
- (6) The resident is not allowed to:
- a) Tamper with equipment of any kind.
  - b) Use electrical appliances other than those mentioned in Article 5 Paragraph 4 Letter b).
  - c) Use loudspeakers with subwoofers.
  - d) Remove the furniture from or move the furniture in the assigned room and from/in the common areas.
  - e) Hinder the HRR staff from entering the assigned room in compliance with Article 13 of the RHHR.
  - f) Hinder the staff of an external accommodation facility from entering the assigned room in the relevant external accommodation facility in compliance with Article 13 of the RHHR.
  - g) Smoke in the buildings of the University Halls of Residence and of the external accommodation facility (applicable also to balconies that are not designated as a smoking area), including electronic cigarettes and hookahs – water pipes.
  - h) Bring on drugs and other addictive substances, alcoholic beverages (in kegs, crates and other bulk containers), guns, explosives, other hazardous chemical substances and inflammable substances to the TBU Halls of Residence/external accommodation facilities, keep, use and store the mentioned in the TBU Halls of Residence/external accommodation facilities.
  - i) Store large sports equipment, bicycles and electric means of transport (such as, for example, electric bikes, electric scooters, hoverboards and segways, and others) in the room.
  - j) Keep animals in the TBU Residence Halls or in the external accommodation facilities - this does not apply to service dogs (assistance and guide dogs).
  - k) Damage, misuse or otherwise prevent the use of fire extinguishers or other fire protection tools and fire safety equipment.
  - l) Physically or grossly verbally assault other persons.
  - m) Commit fraudulent conduct that could lead to a violation of the RHHR, the Accommodation Contract, Detailed Rules for Accommodation Provided to Full-Time Students including the Payment Gateway Business Terms and Conditions, Binding Rules for the Use of Student Computer Rooms, List of Permissible Electrical Appliances as well as with valid Decrees issued by the Director of the HRR.

## **Article 6**

### **Rights and obligations of the Accommodation Provider**

- (1) The Accommodation Provider is obliged to:
- a) provide regular operation for the Halls of Residence and for external accommodation facilities
  - b) hand over to the resident the premises assigned to his/her accommodation in a condition appropriate for proper use and to ensure unaffected enforcement of the resident's rights related to the accommodation in the assigned place and the common areas in the TBU Residence Halls/external accommodation facility.
  - c) provide the resident with complete information regarding the accommodation and related services and

with complete information concerning the operation of the TBU Residence Halls/external accommodation facilities (on the HRR website, on the notice boards of TBU Residence Halls/external accommodation facilities and by sending the information to the student's e-mail address generated by TBU).

- d) inform the residents in advance or without undue delay about all important circumstances that affect the operation and conditions of accommodation, including services related to accommodation.
- e) without undue delay, check the defects reported by the resident and, within a reasonable period of time, remove the defects.
- f) take over the assigned room from the resident, provided that it is in a condition as at the time when occupied, without damages and losses and in the original layout, taking into consideration the ordinary wear and tear.
- g) In the event that the accommodation has been terminated, duly make a final settlement of the charge for accommodation, and that without unnecessary delay.

(2) The Accommodation Provider is entitled to:

- a) issue, modify and amend the RHHR and the Rules Relating to Accommodation Including Services Related to Accommodation.
- b) enter any part of the premises assigned to the resident and the common areas (Article 13).
- c) change the place assigned to the resident if required for operational or technical purposes on the part of the Accommodation Provider.
- d) In the event that the resident at his/her own request which has been granted on the part of the HRR (only after all waiting lists have been exhausted), uses the assigned room including shared facilities on his/her own, the present charge for accommodation and related services will be increased to a multiple of 1.5 of the rent currently paid.
- e) on its part, decide on the following: 1. Closure of the Hall of the Residence or of a part thereof due to renovation or optimization of operation. The resident must be informed about such a change no less than 14 days in advance. 2. Accommodation of another resident on an unoccupied bed in the assigned place. 3. Vacating of the assigned place after the resident failed to do so as of the date of termination of accommodation, and storing the items moved out in special areas designated by the Accommodation Provider, and that at the expense of the resident. After the expiry of the legal period set, the items moved out are considered abandoned.
- f) in a state of emergency, a state of threat to state sovereignty or a state of danger, decide on its part on the following:
  - 1. Immediate change of assigned place, termination of the Accommodation Contract or closure of the TBU Hall of Residence/external accommodation facility.
  - 2. Moving of items out of the assigned place where the resident does not stay; the Head of Accommodation Services/Accommodation Officer/Accommodation Manager of the relevant Hall of Residence/external accommodation facility shall be in charge of the moving out of the items. The items moved out shall be stored in the storeroom of the relevant building. The HRR shall use all contact information available to inform the resident without undue delay about the items having been moved out and about the possibility of collecting his/her belongings. The items moved out will be stored in the storeroom of the relevant building for no more than 3 months and, subsequently, ecologically disposed of.

## **Article 7**

### **Termination of accommodation**

(1) The accommodation shall be terminated as follows:

- a) When the period for which the accommodation in the Accommodation Contract has been

concluded expires.

- b) On the third day after the day on which the resident ceases to be a student (i.e. upon termination/suspension of studies.
- c) By giving a notice on the part of the Accommodation Provider due to:
  - 1. a late payment of the rent by the resident, if he/she has failed to pay the rent before the 15<sup>th</sup> day of the particular calendar month due to be paid for (the 15<sup>th</sup> day included).
  - 2. If the resident has seriously violated the provisions of the RHHR, Detailed Rules for Accommodation Provided to Full-Time Students incl. the Payment Gateway Business Terms and Conditions, Binding Rules for the Use of Student Computer Rooms, Accommodation Contract, Decrees issued by the HRR Director.
  - 3. If the resident has violated the provisions of the RHHR, Detailed Rules for Accommodation Provided to Full-Time Students incl. the Payment Gateway Business Terms and Conditions, provisions of the Binding Rules for the Use of Student Computer Rooms, Accommodation Contract, Decrees issued by the HRR Director, and was previously reprimanded in writing twice by the Director of HRR.
  - 4. If the resident has caused damage to the property of the HRR deliberately or under the influence of drugs or psychotropic substances.
  - 5. If the resident has failed to comply with the obligation set in Article 11 Paragraph 3 Letter h) Item vi of the Detailed Rules for Accommodation Provided to Full-Time Students.

The period of notice is five days and starts to run on the day following after the day on which the notice is delivered to the resident. In case of doubt, the notice is deemed as delivered to the student's e-mail address generated by TBU after 3 working days have passed.

- d) By giving a notice of termination of the Accommodation Contract in the ISKAM system in accordance with Article 12 Paragraph 3 of the Detailed Rules for Accommodation Provided to Full-Time Students or for the reason that the resident does not agree with an amendment to the RHHR, Detailed Rules for Accommodation Provided to Full-Time Students including the Payment Gateway Business Terms and Conditions, Binding Rules for the Use of Student Computer Rooms, provisions of the List of Permissible Electrical Appliances, or with a valid Decree issued by the HRR Director. The period of notice is five days and starts to run on the day following after the day on which the notice is delivered to the Accommodation Provider. In such case, § 2330 Paragraph 2 of the Civil Code shall not apply. In case of doubt, the notice is deemed as delivered to the Accommodation Provider after 3 working days have passed since it was sent via the ISKAM.
- e) By giving a notice of termination of the Accommodation Contract made in writing on the part of the resident without giving a reason; the period of notice is 2 months and starts to run on the first day of the month following after the month in which the notice is delivered to the Accommodation Provider. **This does not affect the resident's responsibility for any damage caused to the Accommodation Provider by premature cancellation of accommodation in accordance with § 2330 Paragraph 2 of the Civil Code.** In case of doubt, the notice is deemed as delivered to the Accommodation Provider after 3 working days have passed since it was sent via the ISKAM. Damage that could not have been prevented by the Accommodation Provider is always considered to be the amount corresponding to the price difference between the charge for accommodation that would have been paid under the concluded Accommodation Contract which has been terminated and the charge for accommodation which would have been paid, in accordance with the valid Price List, if an Accommodation Contract for the vacated bed had been concluded with another person who had not concluded an Accommodation Contract with the HRR at that particular moment, and that applying to the housing period during which the student was occupying the bed. If the resident has terminated the Contract due to objective and substantiated reasons – e.g. a serious illness or due to a documented study period/traineeship abroad organized by TBU, § 2330 Paragraph 2 of the Civil Code shall not apply; the Director of the HRR shall decide on whether such reasons shall be recognized.

- f) On the next day after the day on which the resident was supposed to move in, in compliance with Article 11, Paragraph 3, Letter e) of the Detailed Rules for Accommodation, and failed to do so without an excuse.
- (2) A termination of the accommodation may also occur due to an emergency situation (force majeure), when, as a consequence of such situation, it is not possible to use the accommodation premises (fire, windstorm, lightning,..), in accordance with the relevant decision made by the Director of HRR. The resident is not entitled to be provided with alternative accommodation.
- (3) In the event that the student has failed to completely move out within the deadline, i.e. by 13:00 (see Article 13 Paragraph 3 Letter a) of the Detailed Rules for Accommodation Provided to Full-Time Students), the Head of Accommodation Services or the Accommodation Officer/Accommodation Manager in the relevant Hall of Residence/external accommodation facility will organize the removal of the resident and the cleaning of the assigned place, at the resident's expense. The resident has to pay a fee for the storing of the left items and for the cleaning of the assigned place in accordance with the current price lists. Any items left in the premises by the resident shall be stored in the storeroom of the relevant Residence Hall no longer than for 6 months and, subsequently, ecologically disposed of.
- (4) Outstanding amounts which the resident has failed to pay even after receiving a written reminder (sent by e-mail) will be referred to the TBU Legal Services department for recovery.

### **Article 8**

#### **Identification label and Temporary Residence Hall card**

- (1) The identification label is a document proving that the student is accommodated in the Residence Hall or in the external accommodation facility and in the assigned room. The identification label authorizes the student to enter the relevant building of the TBU Residence Halls or the external accommodation facility. The identification label is non-transferable and must be stuck on the TBU student ID card or on his/her ISIC card. When entering the building, the student must show his/her student ID card issued with an identification label to the receptionist without being asked to do so.
- (2) In the event of loss or theft of the identification label the student is required to inform the Head of Accommodation Services or the Accommodation Officer/Accommodation Manager about this fact without delay. The Head of Accommodation Services or the Accommodation Officer/Accommodation Manager shall issue a new identification label after the student pays the fee set in accordance with the valid Charges for Damages and Sanctions.
- (3) The Temporary Residence Hall card is a document proving that the resident is accommodated in the respective TBU Hall of Residence or in the external accommodation facility and in the assigned room and which can be used by the student if he/she has not yet been issued with a TBU Student ID Card or an ISIC card. The Temporary Residence Hall card entitles him/her to enter the building. The Temporary Residence Hall card is non-transferable. Each time the resident enters the building of the relevant Hall or of the external accommodation facility, he/she must show his/her card to the receptionist without being asked to do so. To the same extent, the previous sentence also applies to persons accommodated for a short period of time in accordance with Part Three of these RHHR.
- (4) In the event of loss or theft of the Temporary Residence Hall card the student is required to inform the Head of Accommodation Services or the Accommodation Officer/Accommodation Manager about this fact without delay. The Head of Accommodation Services or the Accommodation Officer/Accommodation Manager shall issue a new Temporary Residence Hall card after the student pays the fee set in accordance with the valid Price List.

### **PART THREE**

#### **GENERAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO**



## **OTHER PERSONS, TBU STUDENTS AND STAFF**

### **Article 9**

#### **General terms and conditions related to contracts on provision of short-term accommodation for other persons, TBU students and staff who have not signed the Accommodation Contract**

If there are free rooms in the Hall/external accommodation facility – the Garni Hotel, accommodation may be provided to other persons (within the supplementary activity), and that as a paid service according to the valid Price List.

**(1) Booking of accommodation:**

- a) Binding bookings of accommodation are received and subsequently confirmed by e-mail by the Accommodation Officer/Accommodation Manager of the relevant building. In order to book accommodation, the identification data of the person(s) seeking accommodation are required in accordance with the principles of the GDPR (posted on the TBU website). For accommodation of groups, it is necessary to submit information about the assignment of the individual persons to rooms no later than 3 working days before arrival.
- b) If there are free rooms in the Hall/external accommodation facility, the housing period can be extended at the request of the accommodated person; however, the HRR is not obliged to provide accommodation in the same room where the accommodated person has been staying before.
- c) The booking is binding after it is confirmed by e-mail by both parties. In the event of any response/reply containing an amendment/modification, it is a new order that changes the previous one, and it does not mean that the previous order has been accepted; the new order is subject to a new confirmation.

**(2) Payment for accommodation:**

The payment of the charge for accommodation in accordance with the valid Price List shall be made by payment card or in cash in CZK upon arrival. A cashless payment (per invoice) is only acceptable after previous written agreement with the HRR and following an order sent in advance, confirmed and comprising all required formalities (i.e. invoicing information of the supplier and customer, number of accommodated persons, nights, from – to, price). In case that the accommodated person leaves the housing prematurely, he/she is not entitled to a refund of a proportional part of the amount.

**(3) Moving in and other obligations:**

- a) Visitors can move in at the TBU Halls of Residence between 13:00 and 22:00, in the Garni Hotel between 14:00 and 22:00. Moving in outside the mentioned period is possible only after previous agreement with the HRR.
- b) Only those persons can be provided with accommodation who duly register for accommodation in the Hall of Residence/external accommodation facility and whose names are entered into the ISKAM Accommodation Management System at the reception of the relevant Hall/external accommodation facility. For this purpose, the person is required to present a valid identity document (ID card or passport or another travel document) at the reception immediately after arrival.
- c) Persons older than 15 years cannot be accommodated without presenting their identity card. Persons younger than 15 years can only be accommodated with consent of their legal guardians, who are fully responsible for them.
- d) A reduced charge for accommodation intended for TBU students is applicable only after presenting a valid document proving that the visitor is a TBU student, and that upon registration for accommodation.
- e) A reduced charge for accommodation intended for the TBU staff is applicable only after presenting the Employee Identity Card. In case of a Subcontract Agreement or a Contract

for Services concluded, it is necessary to show the original copy of the Agreement/Contract (or a xeroxed copy of the Agreement/Contract) concluded with TBU.

- f) All foreign nationals must approve and sign their identification details provided in the printed report form for the Aliens' Registration Office at the reception upon their arrival, in compliance with Act No. 326/1999 Coll. on the Residence of Aliens in the Territory of the Czech Republic.
  - g) After registration, the accommodated person receives keys to the assigned room and the Temporary Residence Hall card giving his/her name, the name of the respective Hall of Residence or of the respective external accommodation facility, room number and the length of stay.
  - h) Each time when the resident leaves the building of the Hall/external accommodation facility, he/she is required to leave the key to the assigned room at the reception.
- (4) Termination of accommodation:
- a) The resident is required to leave the room on the day on which his/her accommodation is terminated, to check out at the reception no later than 09:00 in a TBU Hall of Residence/11:00 in the Garni Hotel, where he/she will return the keys/access card to the assigned room and the Temporary Residence Hall card.
  - b) If the resident fails to leave the room before the deadline, the HRR is entitled to require the payment of the charge for accommodation for another commenced day.

Other provisions of Part Two of the RHHR also apply to short-term accommodation to the appropriate extent.

## **PART FOUR COMMON PROVISIONS**

### **Article 10**

#### **Daily programme in the Halls of Residence and in external accommodation facilities**

- (1) The receptions of the Residence Halls are open non-stop.
- (2) At the reception of each external accommodation facility, there is a receptionist according to the schedule posted on the kmz.utb.cz website.
- (3) The quiet hours are established from 22:00 to 06:00.
- (4) Between 23:00 and 08:00 only the residents will be allowed to enter the Hall of Residence or the external accommodation facility (students after presenting his/her TBU student ID card or his/her ISIC card issued with a registration label, other accommodated persons after presenting a Temporary Residence Hall card). Non-residents will not be allowed to enter the building during the mentioned time.

### **Article 11**

#### **Guest policy in the TBU Residence Halls and in external accommodation facilities**

- (1) The visiting hours in the Halls of Residence and in external accommodation facilities have been established from 08:00 to 22:00. The residents are not permitted to receive visitors in the assigned room without the consent of their roommates.
- (2) Visitors must be signed in as guests at the reception upon presentation of a valid identity document (ID card, passport, TBU student ID card, ISIC card) and give the name of the person visited. All visitors' full names and surnames, including the time of arrival and departure are entered into the Visitors' Book.
- (3) When leaving the building, visitors are required to inform the receptionist about their departure.
- (4) The students visited accept responsibility and liability for the behaviour and actions of their guests and for the damages caused by their guests, at all times during their stay in the Hall of

Residence/external accommodation facility.

- (5) Visitors are not allowed to stay in the building in the absence of the visited person.

## **Article 12**

### **Authorization of security service staff during provision of reception service and during surveillance of the Halls of Residence and of external accommodation facilities**

- (1) Authorized staff of the security service is entitled to:
- a) Ask the residents to present their TBU student ID card, or their ISIC card issued with the registration label or the Temporary Residence Hall card each time when the residents enter the Residence Hall/external accommodation facility.
  - b) Ask any unknown person encountered in the buildings of the Residence Halls/external accommodation facility to prove that he/she has a right to enter the Residence Halls/external accommodation facility. The person is required to comply with this request without delay. If he/she fails to do so, he/she shall be banished from the Residence Halls/external accommodation facility.
  - c) Ask any person who breaks the generally binding legal regulations or the RHHR in the buildings of the Residence Halls or of the external accommodation facility to present their TBU student ID card or ISIC card or his/her Temporary Residence Hall card. The TBU student ID card/ISIC card/Temporary Residence Hall card shall be withdrawn and without delay submitted together with a record of a breach of the generally binding legal regulations or the RHHR to the Head of Accommodation Services or to the Accommodation Officer/Accommodation Manager of the relevant Hall/external accommodation facility, who shall deal with the incident.
  - d) Restrain the personal freedom of a person who has been caught committing a criminal offence or immediately after committing the offence, in compliance with § 76 Paragraph 2 of the Criminal Code.
- (2) In compliance with Paragraph 1 Letter d), an authorized employee of the security service is in the event that a person's personal freedom has been restrained, obliged to:
- a) Immediately hand this person over to the Police of the Czech Republic.
  - b) Without delay inform of this fact the Management of HRR (Head of Accommodation Services, Accommodation Officer/Accommodation Manager, Director of HRR) and the Management of the security service.
  - c) Enter a record into the "Service Record Book" regarding all above-mentioned actions (in chronological order).

## **Article 13**

### **Access to the assigned rooms and common areas**

- (1) No foreign person, even if an employee of the HRR or of the external accommodation facility, is allowed to enter the assigned room in the absence of the residents without their prior consent, with the following exemptions:
- a) Danger to life and health
  - b) Danger to property (breakdown, fire, flood, etc.)
- (2) An employee of the HRR or of the external accommodation facility may enter the assigned room in the absence of the resident in order to repair a detected damage.
- (3) Employees of the HRR or of the external accommodation facility and other persons who carry out such necessary work are entitled to enter the assigned room in the absence of the resident during necessary activities (planned inspection, check of technical condition of the equipment, inventory control, room painting, etc.) announced no later than 2 days in advance in electronic form or in writing on the notice boards in the buildings of the TBU Residence Halls/external accommodation

facilities.

- (4) Every second Tuesday of each month in the U7 building and in the Garni Hotel, and every second Wednesday of each month in the U6, U12 buildings and in the MSI, the authorized staff of the HRR (staff of the MSI in the MSI accommodation facility) carry out regular checks of observance of fire, safety and hygiene standards and regulations arising from the responsibility of the Management of HRR for the management and administration of the property of the HRR. The following persons are entitled to enter the assigned room in the absence of the resident in order to check the observance of fire, safety and hygiene standards and regulations: Director of HRR, Head of Accommodation Services, Accommodation Officer, Accommodation Manager and/or other persons authorized and appointed by the Director of HRR. As regards the external accommodation facility, the person authorized to manage the external accommodation facility is entitled to enter the assigned room. In the event of a non-scheduled check, the resident shall be informed in advance by e-mail at the e-mail address generated by TBU.
- (5) In order to check the room before another resident moves in, the following persons are entitled to enter the assigned room in the absence of the resident: Director of HRR, Head of Accommodation Services, Accommodation Officer, Accommodation Manager and/or other persons authorized and appointed by the Director of HRR. As regards the external accommodation facility, the person authorized to manage the external accommodation facility is entitled to enter the assigned room. The resident shall be informed by e-mail at the e-mail address generated by TBU no later than 2 days in advance.
- (6) A foreign person (none of employees listed in Paragraphs 2 to 5) may enter the assigned room only if accompanied by an employee of the HRR and by the resident, with the exemption of provisions of Article 13 Paragraph 1.

#### **Article 14** **Liability for damages**

- (1) The HRR recommends avoiding to keep jewellery, valuable items and large amounts of money in the Residence Halls.
- (2) The HRR are liable for damage to items left behind in and brought on to the buildings of the Residence Halls to the extent and under the conditions set out in § 2945 - § 2949 of the Civil Code, as amended.
- (3) The resident is responsible for his/her own electrical appliances used being in compliance with the Czech Industrial Standards. The resident is liable for damages caused by his/her own electrical appliances to the full extent.
- (4) The resident is liable for damages that he/she deliberately caused and for damages deliberately caused by other persons in the assigned room to the full extent and is required to pay for the damage incurred within the deadline agreed upon.
- (5) The resident is liable for damages that he/she deliberately caused in the common areas and is required to pay for the damage incurred within the deadline agreed upon.
- (6) The resident will be required to pay for non-reported damages to the assigned accommodation place in accordance with the valid Price List.
- (7) All thefts in the Residence Halls and in external accommodation facilities shall be reported to and investigated by the Police of the Czech Republic.

#### **Article 15** **Reporting of damages, complaints about services**

- (1) Damages to the equipment in the assigned rooms and in the common areas shall be entered online in the ISKAM system by the resident or announced at the reception of the relevant building. The

Accommodation Provider is obliged to repair the damages without unnecessary delay.

- (2) The resident is required to inform the reception of the relevant building without delay about such damages where a delayed reporting or repair may produce more damage.
- (3) The resident shall contact the office of the Head of Accommodation Services or the Accommodation Officer in the relevant Residence Hall/Accommodation Manager of the relevant external accommodation facility to make a complaint about services provided to the resident in compliance with the Accommodation Contract.
- (4) If the resident is not satisfied with the manner his/her complaint is dealt with, with the repair of damages or with services, he/she may contact the Director of HRR regarding this matter.

## **PART FIVE CONSUMER INFORMATION**

### **Article 16 Consumer protection (Protection of residents)**

Prior to the conclusion of the Accommodation Contract, we hereby provide you with complete information in accordance with provisions of § 1811, § 1820, § 1824 and § 1824a Paragraph 1 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “Civil Code”).

The HRR, as the Accommodation Provider, provides the residents with the following information:

- a) Accommodation Provider's identity and contact details: Tomas Bata University in Zlín, Halls of Residence and Refectory, Identification Number: 70883521, registered office at Štefánikova 150, 760 01 Zlín, Tax Identification Number: CZ 70883521, established in compliance with Act No. 404/2000 Coll., electronic mail address: koleje-u7@kmz.utb.cz, telephone number: +420 57 603 6111.
- b) The main subject of activity of the Accommodation Provider: As specified in Article 1 Paragraph 4 of the RHHR.
- c) Specification of the services: Accommodation in accordance with § 2326 et seq. of the Civil Code. The Accommodation Provider provides accommodated guests with accommodation and services related to accommodation in accordance with the terms and conditions specified in the Accommodation Contract concluded.
- d) Price of the provided service: The total price for the services provided is specified in the valid Price List available at <https://kmz.utb.cz/en/documents-2/>. The price set in this manner includes all taxes and charges.
- e) Method of payment, type of performance, rules for settling of complaints: The accommodated guest shall make all payments agreed in the Accommodation Contract in cash or via a non-cash transaction crediting the Accommodation Provider's bank account whose number and variable code will be communicated to the accommodated guests by the Accommodation Provider in writing.
- f) Remote communication costs: The costs incurred in association with any means of remote communication shall be determined by entities providing services using such remote communication means, and these costs shall not differ from the relevant standard rates.
- g) Data concerning the existence, methods and conditions governing out-of-court settlements of consumer complaints, inclusive of the information as to whether it is possible to seek assistance from a supervisory body:

The accommodated guest shall have the right to file a motion for out-of-court settlement of the dispute with the designated entity in charge of out-of-court consumer dispute settlements, which is:

The Czech Trade Inspection Authority (CTIA)

Central Inspectorate - ADR Department

Štěpánská 15

120 00 Prague 2

E-mail: [adr@coi.cz](mailto:adr@coi.cz)

Website: <https://adr.coi.cz>

The Czech Trade Inspection Authority is a supervisory body monitoring consumer protection and acting in compliance with Act No. 64/1986 Coll., on the Czech Trade Inspection Authority, as amended, and with other relevant legal regulations. [www.coi.cz](http://www.coi.cz) is the address of the official website of the Czech Trade Inspection Authority.

- h) In compliance with the provision of § 1837 Letter j) of the Civil Code, no right of withdrawal from the Accommodation Contract shall arise for the accommodated persons as consumers as long as the Accommodation Provider provides the contractual performances on the specified dates.
- i) Identification of the European Union member state/member states whose legal regulations will be governing the relationship between the accommodated guest and the Accommodation Provider established in the Accommodation Contract: Czech Republic.
- j) Information concerning the language to be used by the accommodated guest when communicating with the Accommodation Provider throughout the contract duration and in which the contract terms and conditions and additional data will be communicated to the accommodated guests: Czech language, English language.

## PART SIX FINAL PROVISIONS

### Article 17 Final provisions

- (1) Contractual relations between the contracting parties adhere to the system of law of the Czech Republic, with the competent courts situated in the Czech Republic.
- (2) All contractual relations not mentioned in the wording of the Contract and in these provisions adhere to the Civil Code.
- (3) This Decree issued by the HRR Director abrogates and replaces the Decree No. RKMZ/05/2022 issued by the HRR Director.

Version of document			
Date	Version	Changed	Description
12. 6. 2023	01	HRR Director, Legal Services	Creation of document