

Code:	RKMZ/1/2016
Category:	DECREE ISSUED BY THE DIRECTOR OF HALLS OF RESIDENCE AND RECTORY
Title:	Residence Halls and Housing Rules
Liability:	Halls of Residence and Refectory
Issue date:	18 April 2016
Effective:	1 July 2016
Issued by:	Ing. Miroslav Procházka, Director of HRR
Prepared by:	
In cooperation with:	
Pages:	10
Appendices:	
Distribution list:	Head of Accomodation Services, Accommodtion Officers
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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 constituent 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 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.
- 4) The subject of activity of the Halls of Residence is:
 - a) To provide students and staff of TBU in Zlín with paid accommodation ("main activity"),
 - b) To provide other persons with paid short-term accommodation, unless it is detrimental to the main activity.

Article 2 Halls of Residence, assigned place in the Halls of Residence and common areas

- 1) The 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.
- 3) Common areas are defined as areas intended for the use of all residents to the same extent (e.g.

study rooms, TV rooms, shared sanitary facilities, shared kitchens, etc.).

Article 3

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.
- 2) Accommodation criteria for the Halls of Residence come into effect when approved by the Director of HRR.
- 3) The accommodation in the Halls of Residence can be provided for full-time students only on the basis of their electronic application submitted through the website (www.koleje.utb.cz) and of the paid booking deposit. The accommodation applications are to be submitted by students to the HRR within the deadlines set by the Director of HRR.
- 4) The HRR shall process the submitted students' applications and draw up a waiting list in conformity with the established criteria (www.kmz.utb.cz).
- 5) Students are required to check the website (www.koleje.utb.cz) as to whether their accommodation applications have been granted.
- 6) The Management of HRR will assign rooms in accommodation facilities to the individual students in accordance with the valid rules (www.kmz.utb.cz). Students' preferences are taken into consideration. These assignments are binding on the students.
- 7) The applicants who have been rejected are entitled to appeal in writing (by letter or by e-mail) directly to the Director of HRR (koleje@kmz.utb.cz) within 7 days of the posting of the information on the rooms assigned to students in the TBU Residence Halls.
- 8) The Accommodation Contract is to be entered into between the Director of HRR and the accommodated student or person.
- 9) If the accommodated student or person fails to sign the Accommodation Contract within 3 working days including the assigned move in date, the contractual obligation of the HRR is voided. In exceptional cases, the student may apply in writing or by e-mail to the Accommodation Officer of the relevant Hall for a delayed move in date; however, the Accommodation Contract shall be concluded on the assigned move in date (www.kmz.utb.cz).
- 10) During the academic year, the assigned room in the Halls of Residence can be changed for technical and/or operational reasons.
- 11) 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 or of the Accommodation Officer of the relevant Hall.
- 12) Once the waiting lists have been exhausted, accommodation can be provided to students based on an application submitted to the Head of Accommodation Services and after the student has paid the required deposit.

Article 4

Rights and obligations of persons accommodated in the Halls of Residence

- 1) The resident communicates with the Management of HRR by e-mail, in person with the Head of Accommodation Services and with the Accommodation Officers; furthermore, the resident can contact the Assistant to the Director of HRR in order to have an appointment arranged with the Director.
- 2) Basic rights and obligations of the residents are regulated in particular in the Accommodation Contract and in the Civil Code as amended.
- 3) The resident has a right to:
 - a) A change of bed linen on a regular basis as specified.

- b) Use his/her own electrical appliances free of charge provided that the appliances are notified and permitted in the Residence Hall building and 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.
 - c) Use the Internet in compliance with the regulations and rules set for the TBU computer network.
 - d) Have his/her privacy strictly respected. Other persons than the residents and persons authorized by the accommodation provider can enter the assigned rooms only with the approval of the residents. Exemptions are specified in Article 12 of the Residence Halls and Housing Rules.
 - e) Apply for a change of the assigned place.
 - f) Use the services offered by the HRR.
- 4) The resident is required to:
- a) When taking over the assigned place, the resident must enter all detected damages into the received form, sign and submit the form to the receptionist or to the Accommodation Officer, and that no later than within 24 hours of taking over of the assigned place. Persons provided with short-term accommodation shall report the detected damages to the receptionist so that the information can be entered into the Register of Damages. In the event the accommodated student or person fails to report the damages to the authorized persons, 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.
 - b) Inform the relevant Accommodation Officer or the Head of Accommodation Services about all electrical appliances which the resident has brought with him/her to the Hall (this applies only to those residents who have signed the Accommodation Contract).
 - 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 issued with an identification label or the Temporary Residence Hall card when entering the Hall
 - e) Each time when he/she leaves the building of the Hall, leave the key to the assigned room at the reception (this applies only to residents accommodated for a short period of time).
 - f) Carry out a regular cleaning of the assigned accommodation place.
 - g) Permit staff authorized by the accommodation provider to carry out the cleaning in the common areas.
 - h) Check the notice boards, the website of the HRR and his/her e-mail box – his/her e-mail address provided to the HRR of TBU, so that the resident can receive important information concerning the operation of the HRR.
 - i) Observe all generally binding legal rules and regulations, in particular those mentioned in Article 1, Paragraph 3.
 - j) 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 infringe the rights of other residents.
 - k) Observe the hygiene, fire and safety regulations and assume responsibility for his/her own safety during his/her stay in the Residence Hall.
 - l) Handle the equipment in the assigned place in the Hall of Residence and in the common

areas with care and avoid behaving in such a way as to cause damage.
m) Economize on heating, electricity, hot and cold water.

- 5) The resident is not allowed to:
- a) Tamper with equipment of any kind.
 - b) Use electrical appliances other than those mentioned in Article 4 Paragraph 3 Letter b).
 - c) Use loudspeakers with subwoofers.
 - d) Remove the furniture from or move the furniture in the assigned room and in the common areas.
 - e) Hinder the HRR staff from entering the assigned room in compliance with Article 12 of the Residence Hall Rules.
 - f) Smoke in the buildings of the University Halls of Residence (including electronic cigarettes and hookahs – water pipes).
 - g) Bring on drugs and other addictive substances, guns, explosives, other hazardous and inflammable substances to the premises, keep and use the mentioned in the premises.
 - h) Keep animals in the rooms - this does not apply to service dogs (assistance and guide dogs).

Article 5 Termination of accommodation

- 1) The accommodation terminates:
 - a) When the period expires the accommodation in the Accommodation Contract has been concluded for or on the day on which the resident checks out, depending on which situation occurs earlier.
 - b) If the student does not move in and conclude the Accommodation Contract with the HRR within 3 working days of the assigned move in date without giving a reason (3 working days including the assigned move in date), immediately after those 3 working days have passed.
 - c) No later than 3 days after the student has finished his/her studies, been expelled or withdrawn from TBU.
 - d) In compliance with the decision made by the Director of HRR in accordance with the provisions of Paragraph 2.
- 2) Prior to the expiry of the set time period, the Director of HRR may decide on the cancellation of the accommodation, if the resident:
 - a) Has seriously violated the provisions of the Residence Halls Rules or of the Accommodation Contract.
 - b) Failed to use the accommodation provided without having serious reasons.
 - c) Failed to pay the charge for accommodation within the set deadline.
 - d) Has caused damage to the property of the HRR deliberately or under the influence of drugs or psychotropic substances.

The Director of HRR shall issue a decision in writing on the cancellation of accommodation in the Residence Halls for the above-mentioned reasons. The student may appeal against the decision in writing within 3 days of its reception. The HRR must issue a decision regarding the appeal within 3 working days of delivery.

- 3) In the event that the student fails to comply with the checkout deadline, the Head of Accommodation Services or the Accommodation Officer in the relevant Hall of Residence will organize the removal of the resident, at the resident's expense. Any items left in the premises by the resident shall be stored in the storeroom of the relevant Residence Hall no longer than for 12 months. The resident has to pay a fee for the storing of the left items in accordance with the valid Price List.

- 4) Outstanding amounts which the resident fails to pay even after receiving a written reminder (sent by e-mail) will be referred to the TBU Legal Services department for recovery.

Article 6

Identification label and Temporary Residence Hall card

- 1) The identification label is a document proving that the student is accommodated in the Residence Hall and in the assigned room. The identification label authorizes the student to enter the relevant building of the TBU Residence Halls.
The identification label is non-transferable and must be stuck on the TBU student ID card and/or on his/her ISIC card. When entering the Hall, 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 about this fact without delay. The Head of Accommodation Services or the Accommodation Officer shall issue a new identification label after the student pays the fee set in accordance with the valid Price List.
- 3) The Temporary Residence Hall card is a document proving that the resident is accommodated in the respective Hall and in the assigned room for a short period of time and it thus entitles him or her to enter the building of the Hall of Residence. The Temporary Residence Hall card is non-transferable. Each time the resident enters the Hall, he/she must show his/her card to the receptionist without being asked to do so.

Article 7

Accommodation of overnight guests in rooms assigned to students who have signed the Accommodation Contract

- 1) With the consent of the relevant Accommodation Officer or the Head of Accommodation Services and of all roommates in the dormitory, accommodation of visitors in the room assigned to the visited student may be exceptionally allowed, provided that the following requirements have been fulfilled:
 - a) Written consent of roommates in the dormitory must contain the name and surname of the visitor, room number, duration of the stay, as well as the text of the consent to the visit including signatures of all roommates in the dormitory (each roommate must write the text in his/her own hand).
 - b) The visited student must submit a duly completed and signed consent to the Accommodation Officer sufficiently in advance in order to obtain permission for the visit and have a Temporary Residence Hall card issued.
 - c) Only such visitors may be accommodated who are duly registered for accommodation in accordance with Article 8 Paragraph 2 to 4 of the Residence Halls and Housing Rules.
 - d) The charge for accommodation shall be paid in cash upon arrival in accordance with the valid Price List.
 - e) The visitor will be provided with clean bed linen at the reception. Used bed linen shall be taken to the reception on departure.
 - f) The visited student is fully liable for the actions and behaviour of his/her visitors and for any damages caused.
 - g) The visitor must not be a student at TBU. Exemptions may be permitted only with the consent of the Management of HRR.

Article 8

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, 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) A binding booking of accommodation in the HRR can be made by e-mail or by phone. Accommodation of groups is only possible following a written booking; the client must submit a list of names of persons to be accommodated including their dates of birth, addresses - permanent places of residence, and passport numbers no later than upon arrival.
- b) If there are free rooms in the Hall, accommodation 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.

2) **Payment for accommodation:**

The payment of the charge for accommodation in accordance with the valid Price List shall be made in CZK in cash upon arrival. A cashless payment is only acceptable after previous written agreement with the HRR. 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:**

- a) Visitors can move in between 13:00 and 22:00. Moving in outside the mentioned period is possible only after previous agreement.
- b) Only those persons can be provided with accommodation who duly register for accommodation in the Hall of Residence and whose names are entered into the Accommodation Management System. For this purpose, the person is required to present a valid identity document (ID card or passport) 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 university students is applicable only after presenting a valid document proving that the visitor is a university 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 or the relevant declaration on the word of honour.
- f) All foreigners must legibly complete a report 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, room number and the length of stay.

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, where he/she will return the keys to the room and the Temporary Residence Hall card.

- b) If the resident fails to leave the room before 09:00, the HRR is entitled to require the payment of the charge for accommodation for another commenced day.

Other provisions of the Residence Halls Rules also apply to short-term accommodation to the relevant extent.

Article 9

Daily programme in the Halls of Residence

- 1) The receptions of the Residence Halls are open non-stop.
- 2) The opening and closing time in the buildings of the Halls of Residence is between 05:00 and 24:00.
- 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 (students after presenting his/her TBU student ID card (and/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 Hall of Residence during the mentioned time.

Article 10

Guest policy in the TBU Residence Halls

- 1) The visiting hours in the Halls of Residence have been established from 08:00 to 23:00. 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 door number of the person visited. All visitors' full names and surnames, time of arrival and departure are entered into the Visitors' Book.
- 3) When leaving the Hall of Residence, 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.
- 5) Visitors are not allowed to stay in the building in the absence of the visited person.

Article 11

Authorization of security service staff during provision of reception service and during surveillance of the Halls of Residence

- 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 when the residents enter the Residence Hall.
 - b) Ask any unknown person encountered in the buildings of the Residence Halls to prove that he/she has a right to enter the Residence Halls. 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.

- c) Ask any person who breaks the generally binding legal regulations or the Residence Halls rules in the buildings of the Residence Halls to present their TBU student ID card or ISIC card or his/her Temporary Residence Hall card. The card shall be withdrawn and without delay submitted together with a record of a breach of rules and regulations of the HRR to the Head of Accommodation Services or to the Accommodation Officer of the relevant Hall, who shall deal with the incident.
 - d) Detain 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.
 - e) Make an audio or video recording when dealing with situations as specified in Article 11, Paragraph 1, Letter b) to d).
- 2) Staff of the security service is required to:
- a) Immediately hand a detained person over to the Police of the Czech Republic.
 - b) Without delay inform the Management of HRR (Head of Accommodation Services, Accommodation Officer, 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 case that the behaviour of the resident contravenes the Residence Halls Rules, 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.

Article 12

Access to the assigned rooms and common areas

- 1) Persons accommodated in the Residence Halls are guaranteed the right of privacy.
- 2) No third person 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.)
- 3) A duly authorized employee of the HRR may enter the assigned room in the absence of the resident in order to repair a detected damage.
- 4) Employees of the HRR and other persons who carry out the necessary maintenance work are entitled to enter the assigned room in the absence of the resident during maintenance and cleaning activities (planned inspection, check of technical condition of the equipment, inventory control, room painting, etc.) announced no later than 2 days in advance by e-mail or in writing on the notice boards of the Residence Halls.
- 5) As the Management of HRR is responsible 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, and/or other persons authorized and appointed by the Director of HRR. The resident will be subsequently informed in an appropriate manner.
- 6) A third person may enter the assigned room only if accompanied by an employee of the HRR, with the exception of provisions of Article 12 Paragraph 2.

Article 13

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) A student who has signed the Accommodation Contract must inform the Head of Accommodation Services or the Accommodation Officer of the relevant Hall about all allowable electrical appliances he/she has brought with him/her on to the building.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) The resident will be required to pay for non-reported damages to the assigned accommodation place in accordance with the valid Price List.
- 8) All thefts in the Residence Halls shall be reported to and investigated by the Police of the Czech Republic.

Article 14 **Reporting damages, complaints about services**

- 1) Damages to the equipment in the assigned rooms and in the common areas shall be entered by the resident into the Register of Damages available at the reception of the relevant Residence Hall. The accommodation provider is obliged to repair the damages without unnecessary delay.
- 2) The resident is required to inform the reception of the relevant Hall 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 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 or the Residence Hall Council regarding this matter.

Article 15 **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 and § 1820 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, with registered office in Zlín, Tax Identification Number: CZ 70883521, established in compliance with Act No. 404/2000 Coll., electronic mail address: maliskova@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 Residence Halls and Housing Rules
- c) Specification of the services: The accommodation provider provides accommodation and related services in accordance with the terms and conditions specified in the concluded

Accommodation Contract.

- d) Price of the provided service: The total price of the services provided is specified in the valid Price List. The price set in this manner includes all taxes and charges.
- e) Method of payment and type of performance: 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
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 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 within the specified deadlines.
- i) Identification of the European Union member state or 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 negotiating 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

Article 16
Final provisions

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.

All contractual relations not mentioned in the wording of the Contract and in these provisions adhere to the Civil Code.

- 1) These Residence Halls Rules come into effect on 1 July 2016.
- 2) The Residence Halls Rules issued on 1 July 2014 are hereby abrogated.