The Rules of the Halls of Residence of the University of Economics in Prague Applicable from 1 December 2015

The Rules of the Halls of Residence administered by the Department for the Administration of Facilities of the University of Economics in Prague (“the Rules”) lays down the conditions of accommodation in the halls of residence administered by the Department for the Administration of Facilities of the University of Economics in Prague (“DAF”). The provisions of the Rules apply to all students accommodated in the halls of residence of the University of Economics in Prague (“UE”), other accommodated persons, and partial rules apply also to DAF employees. The Rules are issued in accordance with the Statutes of the Department for the Administration of Facilities of the University of Economics in Prague, mainly in connection with Article 3, paragraph 7.

Article 1
Underlying Provisions

The halls of residence are an UE accommodation facility administered by DAF. Their purpose is to provide convenient accommodation primarily to UE students according to criteria and schedule approved by the rector, subject to the prior statement given by the Academic Senate of the University of Economics in Prague.

Article 2
Administration of the Halls of Residence

1. The director of DAF is liable to the UE rector for the activities and operation of the halls of residence to the extent laid down by the UE Statutes.

Article 3
Halls of Residence Self-Administration

1. Students’ self-administration bodies operate in the halls of residence.
2. Councils of the Halls of Residence are halls of residence self-administration bodies in individual halls of residence (“the Councils”).
3. The Central Council of the Halls of Residence is a body coordinating the activities of individual Councils (“the Central Council”); it consists of representatives of individual Councils.
4. The activities of the Councils and Central Council are regulated by their respective statutes.
Article 4

Providing Accommodation

1) There is no legal entitlement to being accommodated in the hall of residence.
2) Accommodation in the hall of residence is provided preferably to UE students on the basis of an electronic or written application. Applications for accommodation are submitted by the date specified by DAF.
3) Applications for accommodation are handled by DAF according to criteria defined by the UE rector. Beds in particular halls of residence and rooms are allocated by DAF on the basis of criteria and schedule approved by the UE rector. Prior to submission to the UE rector, the criteria and schedule are discussed with the Central Council.
4) Admission to the hall of residence does not create the entitlement to a particular bed; DAF is entitled to change an allocated bed even during an academic year for operating reasons or higher load of the hall of residence.
5) Accommodation is granted to an applicant on the basis of an accommodation contract made pursuant to the Civil Code. The contract is signed on the date of the commencement of accommodation.
6) Persons of the opposite sex can be accommodated in a room or rooms of a residential unit only with their consent and consent of all roommates.
7) If a change needs to be made pursuant to paragraph 4, the manager of the hall of residence calls upon the relevant accommodated person to move electronically or in writing. A copy of the call is sent also to the Council, which will provide its opinion within 5 calendar days. If the manager of the hall of residence does not receive a dissenting statement of the Council with respect to moving within 5 calendar days, the Council is assumed to approve it. The accommodated person is obligated to move within 7 calendar days from receipt of the call from the manager of the hall of residence. After the lapse of the 7-day period, the accommodated person will be charged the residence fee also for other unoccupied beds in the room and/or unit if he/she failed to move.
8) No children of accommodated persons are allowed to live in the hall of residence, except for rooms reserved for spouses with children, if applicable.
9) If circumstances specified in Article 6(1)(a or b) occur, leading to termination of an accommodation contract, the accommodated persons do not have to be accommodated in the UE Halls of Residence during the whole period of studies at UE.

Article 5

Termination of Accommodation

1) Accommodation will terminate:
   a. upon the lapse of the period of time, for which it was agreed;
   b. by a notice of termination by an accommodated person, subject to a period of notice laid down in the accommodation contract;
   c. by withdrawal from the accommodation contract (see Art. 6).
2) If the accommodated person fails to move within a prescribed period of time, the accommodated person will be moved out by a committee consisting of representatives of the management of the hall of residence and the Council in his/her absence. The moving must be reported.

**Article 6**

**Withdrawal from Contract**

1) DAF may withdraw from an accommodation contract prior to the expiration of the agreed period of time, if the accommodated person:
   a) breached seriously or repeatedly breaches the Rules;
   b) failed to pay the residence fee repeatedly, and the outstanding amount exceeds a two-month residence fee;
   c) committed vandalism or physical violence on another student or employee or any other person on the premises of the hall of residence;
   d) had stated false data in an application for accommodation, which influenced significantly a decision made with respect to that application.

2) Withdrawal from an accommodation contract will be decided by the manager of the hall of residence upon consultation with the relevant Council and written consent of the director of DAF.

3) The manager of the hall of residence will inform the accommodated person about withdrawal from the accommodation contract, including the reasons, in writing.

4) The accommodated person is obligated to move away from the hall of residence within 10 calendar days after delivery of the notice of withdrawal from the accommodation contract.

5) In particularly serious cases (security threat, danger to property, criminal act of an accommodated person), the director of DAF may decide to withdraw from the accommodation contract and move out the accommodated person with immediate effect.

**Article 7**

**Rights of Accommodated Persons**

Accommodated persons are entitled:

1) To enter and leave the hall of residence, which he/she is accommodated in, at any time;
2) To the allocation and maintenance of the basic equipment of a room and unit;
3) To replacement of bedlinen at least once every 14 days;
4) To use a residence card, which entitles him/her to enter the hall of residence, and keys to a particular room and/or unit;
5) To use the common area, things and equipment of the hall of residence for intended purposes;
6) To welcome visitors and guests pursuant to Article 11 of the Rules;
7) To submit suggestions and comments on all issues concerning the life at the hall of residence to the Council’s bodies and the management of the hall of residence;
8) To operate all and any brought electric appliances safely. These appliances must comply with relevant regulations applicable in the Czech Republic. Upon request, they are obligated to submit a valid certificate related to the operation of electric appliances brought by them. The following brought electric appliances must not be used on the premises of the hall of residence: refrigerators, freezers, air-conditioners, cookers, space heaters, oil-filled radiators, infrared emitters, and other heating electric devices. Accommodated persons undertake to pay any damage caused by these electric appliances;
9) Electric appliances, which meet safety regulations and have relevant certificates, may be used in the hall of residence, where automatic reading of energy consumption is in operation;
10) To move within the building of the hall of residence, where they are accommodated (to be handled by the manager of the relevant hall of residence, according to the capacity of the hall of residence). If the operating or economic reasons on the part of DAF allow so, an accommodated person may move to another hall of residence on the basis of an electronic or written request of the accommodated person submitted to the central DAF accommodation provider;
11) To be reimbursed on the basis of liability for damage caused to things brought or deposited pursuant to the applicable Civil Code (Act No. 89/2012 Sb.);
12) To short-term depositing of valuables in a strongbox administered by the manager of the hall of residence, which is accessible only during office hours of the manager of the hall of residence.

**Article 8**

**Obligations of Accommodated Persons**

1) To submit an identity card (foreigners submit a valid passport, residence permit or identity card), study card and/or a student’s identity card and a card photograph to the manager of the hall of residence when moving in the hall of residence;
2) To adhere to the Rules of the Halls of Residence and the Visiting Rules. Upon suggestion of the manager of the hall of residence and consultation with the relevant Council, the DAF director may impose a penalty amounting up to CZK 5000 for any breach of the obligations laid down herein; the penalty is to be paid by the accommodated person without undue delay;
3) To move in the allocated room by the relevant or agreed date;
4) To submit a residence card and/or student’s identity card to a DAF representative when entering the hall of residence;
5) To comply with the civic coexistence principles;
6) To keep common rooms and common area clean and tidy, protect the furnishing of the hall of residence, eliminate the consumption of water, electric power, gas and other media;
7) Accommodated persons undertake to do the cleaning at least to the following extent:
a) Daily:
   i. empty a waste bin into relevant dustbins and/or containers located according to instructions of the manager of the hall of residence; separate waste by type;
   ii. ventilate a room properly;
   iii. air out the bed linen;
   iv. in units, do the basic cleaning in a kitchen, clean up the work surfaces and remove any leftovers;
   v. in units, do the basic cleaning in a bathroom and toilet, keep them clean and tidy after each use.

b) Once a week:
   i. wash the floor of the room and/or balcony, hoover the carpets (if any);
   ii. wash the washable surface of the tables and other furniture;
   iii. dust the furniture and window sill;
   iv. clean and polish the mirror in a unit;
   v. clean the tiling of the kitchen, washroom, toilet in a unit;
   vi. clean and disinfect the floor of the kitchen, washroom, toilet in a unit;
   vii. disinfect the toilet bowl, including the seat, basin, shower bath, in a unit.

c) Check the food regularly (do not store stale or rotten food).

8) To keep the safety, fire and hygienic regulations on the whole premises of the hall of residence, and cover the damage caused by the failure to meet these regulations;

9) To use the borrowed bed linen so that it is not damaged;

10) To inform the manager of the relevant hall of residence and/or a receptionist about life- and health-threatening defects or occurrence of annoying insects without undue delay;

11) To pay the residence fee duly and in time, including any related fees. In case of late payment of the residence fee, the accommodated person will pay a contractual penalty;

12) Not to allow any other person to enter the hall of residence with his/her residence card or identity card. Any suspicion of unauthorised entry must be reported to a receptionist;

13) To report any defects and failures as soon as possible;

14) To follow health, sanitary, fire prevention and safety measures if required by special circumstances;

15) Before moving out a room, accommodated persons are obligated to clean and vacate the room properly and hand it over to an authorised employee of the administration of the hall of residence against signature. The final cleaning will be done to the extent of the weekly cleaning;

16) To restore the room to its original condition by the date of the termination of accommodation, hand over the borrowed equipment in good condition, return the residence card and keys, and deregister. If these obligations are not met, the accommodated person will bear all and any costs related to the rectification (repairing the room, repairing the equipment, penalty for the loss of a residence card, for the loss of a key, etc.). If the accommodated person fails to deregister by the agreed deadline, a hotel accommodation rate will be charged for each following day;

17) Upon termination of accommodation, each accommodated person will be responsible for any wear and tear exceeding the ordinary level (dirty and damaged wallpapers, painting, flooring, etc.). At the same time, they will be responsible for any other
damage they have caused. Restoration to the original condition will be done at their expense;
18) To submit a residence card upon request of the management of the hall of residence or the management of DAF;
19) To enable entry to the allocated residential unit pursuant to Art. 10(1c) and (1d);
20) To observe the ban on entering, staying and keeping any animals on the premises of the hall of residence;
21) Not to state the address of any hall of residence and the accommodation provider as the place of business, registered office or permanent address.

**Article 9**

**Accommodated Persons must not**

1) Move without the consent of the manager of the hall of residence and/or an authorised employee;
2) Be visited contrary to Article 11 of the Rules of the Halls of Residence;
3) Interfere with the installation of any kind, and put non-permitted appliances into operation;
4) Replace door locks in a room they are accommodated in. An exception can be granted by the manager of the hall of residence in justified cases, subject to consent of all roommates. Replacement will be done by the applicant at his/her expense, including keys for the roommates and for DAF; if the manager of the hall of residence decides so, he/she will restore the door lock into its original condition at his/her expense upon termination of accommodation;
5) Rearrange and dismantle furniture in a room, replace furniture between individual rooms, bring private parts of room furnishing and install them in the hall of residence. The furnishing and equipment of a room can be changed only exceptionally and subject to prior consent of the manager of the relevant hall of residence;
6) Smoke on the premises of the hall of residence, except for assigned and designated places;
7) Park passenger cars and trucks on the premises of the hall of residence without permission;
8) Bring firearms and explosives to the hall of residence;
9) Throw any items out of windows or place them on their outer sills;
10) Enter the service operating premises of the hall of residence (e.g. boiler houses, exchanger stations, transformer stations, etc.).

**Article 10**

**Rights and Obligations of DAF**

1) DAF is entitled to:
   a) Withdraw from an accommodation contract under the conditions laid down in the Rules of the Halls of Residence and the accommodation contract;
   b) Request a monetary compensation for any proved damage caused;
   c) Enter the residential area without consent of accommodated person/s;
i) In case of emergency, natural disaster, suspicion of serious breach of hygienic regulations, prevention of imminent danger;

ii) After a defect, request for repair, disinfection, rodent extermination, etc., has been reported, where the accommodated person gives his/her consent to the entry to the residential area so that the request can be performed. If the accommodated person wants to be present in the performance of the request or intervention, he/she must inform on this fact in submitting this request;

iii) The manager of the hall of residence may enter the residential area along with a member of the Council of the relevant hall of residence in order to check whether the daily and weekly cleaning has been done. If serious defects are detected, a report will be made and signed by the manager of the hall of residence and the member of the Council; the accommodated person will be asked by e-mail to remove the defects within 5 working days after the request has been sent, otherwise the cleaning will be done by DAF at prices specified in the applicable Service Price List;

iv) In order to identify persons present on the premises of the hall of residence. The check must be carried out at least by 2 DAF representatives authorised by the UE rector.

d) In cases of particularly gross violation of the rules of conduct (noise disturbance, property destruction), the security service (marked as SECURITY), which has been employed for guarding the UE facilities, may enter the residential area in order to restore order;

e) The manager of the hall of residence is entitled to impose a penalty for the failure to comply with the Rules of the Halls of Residence or the Visiting Rules, according to the List of Penalties;

f) To report any particularly serious breach of the Rules of the Halls of Residence to the UE rector, who is entitled to decide to forward it to the dean of the relevant faculty.

2) DAF is obligated:

a) To remove any malfunctions and defects as soon as possible;

b) To improve the living conditions in the halls of residence within its financial, material and technical capacities;

c) To inform accommodated persons via the Central Council and relevant Councils about all material issues and intentions concerning the halls of residence;

d) To enable the distribution of bedlinen at least twice a week;

e) To do the general cleaning at least once every three months.

Article 11

Visits

1) Accommodated persons have the right to be visited during the time reserved for that purpose. The visiting time is from 8:00 to 24:00. The visited person is responsible for the conduct of the visitors and/or for all damage caused by the visitors.
2) When entering the hall of residence, the visitors are obligated to submit an identity card and sign in the book of visitors.

3) In multiple-bed rooms, visitors are allowed only with the consent of the roommates.

4) Accommodation of visitors:
   a) Visitors, who are present in the hall of residence from 24:00 to 8:00, are obligated to sign in the visitors’ book in the presence of the visited person, and become guests.
   b) The overnight stay of guests will be charged according to the applicable pricelist issued by DAF.
   c) In case of unauthorised overnight stay, the manager is entitled to request the payment amounting to the fee for hotel use of beds in the hall of residence. Unauthorised overnight stay refers to such overnight stay, which has not been recorded in the visitors’ book.
   d) Guests of accommodated persons may stay in the hall of residence for max. 7 days in a calendar month; then they are obligated to pay the hotel rate per bed according to the applicable hotel pricelist of UE DAF. Accommodated persons may provide accommodation to max. two persons at the same time.
   e) If the guest is a person accommodated in another UE hall of residence, the overnight stay is free of charge.

5) During the visit, the visited person is responsible for observance of the Visiting Rules by the visitors and guests.

6) Persons, who have not registered for accommodation in the hall of residence, will not be allowed to live in the hall of residence.

7) Accommodated persons must behave so that they do not disturb the others with excessive noise.

8) The provisions of the Rules of the Halls of Residence will apply to other persons accommodated in the hall of residence, e.g. on free beds, visitors, guests and tenants in flats located in the facilities of the hall of residence, with necessary modifications.

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**Article 12**

**Liability for Damage**

1) Accommodated persons leaving a room even for a short period of time are obligated to close and lock the windows and balcony door, switch off all electric appliances, which could cause fire, turn off all lights in the unit, lock the room and do not leave the key in the lock, unless there is any other person present in the room. The room and unit must be secured against entry also during the sleep of accommodated persons.

2) Provided that the conditions of paragraph 1 have been met, DAF is liable for any damage caused during the use of the hall of residence, to the extent and under the conditions specified by the Civil Code and other generally binding regulations.
3) An injured person must claim the right to damages before the manager of the hall of residence without undue delay after the time he/she has learnt about the damage. The injured person is also obligated to prove that the relevant items, money or other valuables were stored properly and that instructions for their protection were followed, and to prove all other facts proving that the items had been really lost or damaged.

**Article 13**

**Appellate Procedure**

Accommodated persons are entitled to appeal against a decision made by the manager of the hall of residence in writing before the DAF director within 7 calendar day following delivery of the decision. The DAF director will decide about the appeal within 7 calendar days following delivery of the appeal.

**Article 14**

**Final and Transitional Provisions**

1) These Rules of the Halls of Residence were approved by the Central Council on 19 October 2015.
2) These Rules of the Halls of Residence become effective as of 1 December 2015.

Prague 27 November 2015

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