



ZÁPADOČESKÁ
UNIVERZITA
V PLZNI

Free translation

Rector

Directive of the Rector No.39R/2011

PRINCIPLES OF STUDENT ACCOMMODATION AND OPERATING AND ACCOMMODATION REGULATIONS

from 7 September 2011 with effect from 15 September 2011

as amended by Amendment No. 1 from 16 January 2014 with effect from 20 January 2014, Amendment No. 2 from 21 September 2016 with effect from 1 October 2016, and Amendment No. 3 from 16 April 2020 with effect from 1 May 2020, Amendment No. 4 from 13 July 2020 with effect from 13 July 2020 and Amendment No. 5 from 1 December 2020 with effect from 1 January 2021

In accordance with the Dormitory Regulations, this directive further regulates the principles of student accommodation in the dormitories of the University of West Bohemia in Pilsen (hereinafter referred to as the "UWB") and sets out the operating and accommodation regulations for accommodated persons.

PART ONE

PRINCIPLES OF STUDENT ACCOMMODATION

Article 1

Request for accommodation

- (1) The student must apply for the allocation of accommodation place. The request is submitted electronically on the website <http://skm.zcu.cz> to the date specified in the schedule of accommodation which is issued for each academic year by the Rector on the proposal of the Director of Dormitories and Canteens Administration Office (hereinafter referred to as "SKM").
- (2) A necessary condition for the receipt of the request is a payment of the deposit in accordance with Art. 5.
- (3) Applications are reviewed by SKM. SKM preferentially allocates accommodation places to the students of UWB. The criterion is driving distance from the student's place of residence into a place of study."
- (4) Each faculty has the right (not later than the 31 July) to request the SKM for the reservation of up to 30 accommodation places for the following academic year and for the purposes of the faculty.

(5) Students who have been granted the right to accommodation will be listed in the lists published, according to the valid schedule, on the website www.skm.zcu.cz. In the tab "My account", "Můj účet", there will be stated for each student where and for how long the student is obliged to conclude a contract for accommodation in dormitories (hereinafter referred to as the "contract"), an example of which is given in Annex 1 to this Directive. The student is entitled to print this contract himself from abovementioned websites in the tab "Forms", "Formuláře" and bring it with him to the dormitory when he / she signs up for accommodation; otherwise SKM will print it for him / her. If the student does not conclude the contract within the specified period, the right to the allocated accommodation place expires. The paid deposit, reduced by the administrative fee, the amount of which is set out in the UWB Price List of Works and Services, is returned to the student on the basis of his / her hand-written application, which must be submitted no later than the end of the relevant calendar year to the SKM. On behalf of the UWB, the director of SKM concludes a contract with the student.

(6) Detailed conditions on the dates are annually determined by the schedule of accommodation.

Article 2

Placement of students in dormitories

(1) Students book the specific beds to specific college themselves according to the current schedule on www.skm.zcu.cz in the tab "My Account", "Můj účet".

(2) There must be separate hygienic accessories for accommodated women and men. If these conditions cannot be met, women and men will be accommodated in separate accommodation areas.

(3) A man and a woman may be accommodated together only if the following conditions are met:

- a) they are husband and wife
- b) both have reached the age of 18 and express their consent to the joint accommodation in writing
- c) in the case of an apartment consisting of two rooms and a corridor, all other persons accommodated in this apartment are obliged to give their consent in writing

(4) Persons interested in shared accommodation will personally book a room at the selected dormitory from the date specified in the valid schedule.

Article 3

Handing over and taking over the accommodation place

When handing over the accommodation place, the relevant head of the dormitory will sign a Protocol with the student on handing over and taking over the accommodation place (hereinafter referred to as the "protocol"), a model of which is given in Annex 2 to this Directive". The protocol will be signed by both. The differences from the inventory list and the damage found are recorded in the protocol. The rest of the inventory is considered to be in good condition. Subsequently discovered defects may be recorded in the protocol within two calendar days from the beginning of the accommodation in accommodation place.

(2) Each room is equipped with an inventory list

(3) In the case of using own electrical appliance (notebook, printer, kettle, etc.), the student is obliged to fill in the Application for permission to use his / her own electrical appliance in the dormitory premises. A sample of the form is given in Annex No. 3. The price for the use of own electrical appliances is set in the UWB Price List of Works and Services. Personal hygiene appliances are not subject to the fee.

Article 4

Price for accommodation

(1) For accommodation in an accommodation place with equipment according to the inventory list, the student pays the price for accommodation. The price for accommodation is set in the UWB Price List of Works and Services.

(2) The student pays the price for accommodation in the manner specified in the contract, which also states other conditions related to this payment.

(3) Fees for services related to accommodation are payable in cash at the dormitory reception when ordering the required service (short-term accommodation, vacuum cleaner rental, laundry, etc.). The amount of fees for services related to accommodation is specified in the UWB Price List of Works and Services.

Article 5

Deposit

(1) The deposit is paid in order to reduce the risk of liability for damage to the property of UWB and to cover the damage caused by student during his stay in the dormitory. The applicant for accommodation is required to pay a deposit (of CZK 2,500) via bank transfer to the account of UWB No. 78887000/2700 with the variable symbol: birth/student

identification number without slash or by payment card through the payment gateway established by the UWB.

(2) In the case of proving the fault of the damage by a specific student, the student is obliged to pay the actual amount of the damage in full. In case of non-payment of the damage, the student's deposit is used as compensation for the damage. If the basic amount of the deposit is not sufficient for full compensation, the student is obliged to pay the difference. Once the deposit has been used as the compensation, the student is obliged to pay the deposit to the original amount within 30 days from the notification of the use of the deposit. Failure to do so will be considered a gross violation of the Directive.

(3) With the student's consent, the deposit can also be used to pay other debts. Even in this case the, student is obliged to pay the deposit to the original amount with all the consequences set out in the previous paragraph.

(4) The deposit will be returned to the student upon termination of the contract. The student must submit a personally signed request. The request for refund of deposit must be submitted no later than one calendar year from the termination of the contract. A sample request for deposit return is available on the website www.skm.zcu.cz. The deposit will be returned within 30 days of the receipt of the request. If there is evidence that the student has an outstanding commitment to the UWB the deposit will not be returned to him.

Article 6

Termination of accommodation

Accommodation or the right to accommodation expires:

- a) upon expiry of the period agreed in the contract,
- b) by an agreement on the termination of the contract,
- c) in the event that the person ceased to be a student of the UWB,
- d) UWB withdrawal from the contract due to the fact that the student, despite the warning, grossly violates the regulations of this directive.

PART TWO

OPERATING AND ACCOMMODATION RULES

(1) The operating and accommodation rules are published at each dormitory.

(2) The operating and accommodation rules apply to all accommodated persons.

(3) The operating and accommodation regulations are set out in Annex No. 4 of this Directive.

PART THREE
FINAL PROVISIONS

Article 8

- (1) Directive 35R / 2006, including the amendments, is repealed.
- (2) This Directive shall enter into force on 1 January 2021.

doc. PaedDr. Ilona Mauritzová, Ph.D.

Attachments

- No. 1 - Contract for accommodation in dormitories
- No. 2 - Protocol on handing over and taking over the accommodation place
- No. 3 - Application for permission to use own electrical appliances in the dormitory premises
- No. 4 - Operating and accommodation regulations

Handled by: SKM, phone no. 377 634 853; EO, phone no. 377 631 100

AGREEMENT ON PROVIDING ACCOMMODATION IN UNIVERSITY DORMITORIES

The following Parties to the Agreement

- 1) **Západočeská univerzita v Plzni (The University of West Bohemia in Pilsen)**
represented by: The Manager of Správa kolejí a menz (Dormitories and Canteen Management), Ms Blanka Frejlichová
- registered seat: Univerzitní 8, Pilsen, post code 301 00
- Company ID: 49777513
- VATIN: CZ49777513
- (hereinafter referred to as the SKM)

- 2)
- Personal ID/d.o.b.:
- Passport No.
- Domicile:
- Student of (faculty name).....
- (hereinafter referred to as the Lodger)

have entered on the below-specified day, month and year this Agreement on Providing Accommodation (hereinafter referred as the Agreement), pursuant Section 2326 et. seq. of Act No. 89/2012 Sb., The Civil Code, as amended:

I.

Subject and Term

1. The SKM undertake to provide the Lodger with accommodation – a single bed in a room, including accessories within the scope of the inventory list, in Room No..... in Building (block) in (street), (post code + town), for an agreed period and for a fee.
2. The Lodger undertakes to pay the SKM the price for accommodation (dormitory fee) and fees for services related to the accommodation properly and on time.
3. The accommodation will be provided for a definite term, from to

II.

Rights and Responsibilities of the Parties to the Agreement

1. The SKM undertake to hand over the place of accommodation to the Lodger in a condition suitable for proper use and to provide for the undisturbed exercise of the Lodger's rights associated with accommodation. The condition of the handed over furniture and other accessories according to the inventory list shall be recorded in the Handover Protocol, which is an integral part of this Agreement and signed by both Parties to the Agreement.
2. The SKM is entitled, in particular in the case of economic interest or in the case of reconstructions, to allocate to the Lodger a place of accommodation other than that specified in the first paragraph of Article I of this Agreement.
3. The Lodger is not allowed to sublease his/her place of accommodation or a part thereof to third party without the SKM's consent.
4. The Lodger must suffer the entry into the place of accommodation (room) of persons performing inspections in accordance with the Dormitory Rules.
5. The rights and obligations of the Parties to the Agreement are stipulated in this Agreement and also in the Dormitory Rules, Rector's Directive No. 39R/2011 as amended, and other internal SKM standards accessible on the website <http://www.skm.zcu.cz/predpisy--rady.html> and at other places customary for this purpose, in particular on the official Notice Board of the SKM.
6. The SKM have the right to unilaterally change the Dormitory Rules and their implementing internal standards; the Lodger is obliged to actively search for and get acquainted with such changes during the contractual relationship and subsequently follow the new stipulations as of the date of their effectiveness. The SKM undertakes to inform about these changes in a timely and appropriate manner.

III.

Price for Accommodation, Fees for Services Related to Accommodation, Other Fees and Payment Terms

1. The price for accommodation (dormitory fees) and fees for services related to accommodation are listed in the University's Price List of Works and Services – Annex No. 1 to the Price List, which is accessible, among other places, on the website <http://www.skm.zcu.cz/predpisy--rady.html>, (hereinafter referred to as the Price List). The Lodger pays the price for accommodation and fees for services related to accommodation in the amount according to the valid Price List as follows:
 - a) **by wire transfer to account No. 78887000/2700; specific code 7777; variable code will be generated after signing the Agreement; OR**
 - b) **by a payment card through a payment gateway provided by the University.**
2. The price for accommodation is payable on a month basis and is due by the 15th day of the current month. In the case of payment by wire transfer, the decisive date being the day on which the payment is credited to the University account; in the case of payment by a payment card, it is the date of the transaction stated on the relevant notice issued by the payment gateway provider. In the event of non-compliance with the due date, the Lodger

is obliged to pay a contractual fine amounting to 0.5% per day for the outstanding amount, but not more than 10% in total of the outstanding amount. If the Lodger fails to pay the price for accommodation within three days from the delivery of the reminder for payment of the price for accommodation, he/she is considered to have seriously violated the Agreement.

3. The SKM is entitled to unilaterally change the amount of dormitory fees and fees for services related to accommodation on the basis of generally binding regulations (e.g. change of VAT) or other price stipulations set by legal and other regulations, including SKM's internal standards, provided that the amount of dormitory and other fees are not changed in a substantial way. The SKM undertakes to inform about such changes in a timely and appropriate manner.
4. In the case damage provably caused by the Lodger, the deposit in the amount of CZK 2,500 is used to cover the damage. If the amount of the deposit is not sufficient for full compensation, the Lodger is obliged to pay the difference.
5. Should the Lodger fail to vacate and hand over the place of accommodation (room) in an appropriate manner and condition to SKM on the day of termination of his/her accommodation, the Lodger is obliged to pay the SKM a contractual fine in the amount of 500 CZK for each and every day of delay in fulfilling this obligation.
6. The contractual penalty arrangements do not affect SKM's right to compensation for damage in full amount.

IV.

Termination of Accommodation

1. The accommodation is terminated:
 - a) upon expiry of the period agreed in the Agreement;
 - b) by an agreement to terminate the Agreement;
 - c) in the event that the Lodger ceases to be a student of the University;
 - d) by a withdrawal of the University from the Agreement on the grounds that the Lodger, in spite of the warnings, continues to substantially violate the provisions of this Directive;
 - e) by a notice with a period of three months, beginning on the first day of the calendar month following the delivery of the notice.

V.

Final Provisions

1. The rights and obligations not expressly regulated in this Agreement are governed by Act No. 89/2012 Sb., The Civil Code; Act No. 111/1998 Sb., The Act on Higher Education Institutions; the Dormitory Rules, the Rector's Directive No. 39R/2011, as amended; and other SKM's internal standards accessible on the website <http://www.skm.zcu.cz/predpisy--rady.html> and at other places customary for this purpose, in particular on the official Notice Board of the SKM.

2. By signing this Agreement, the Lodger declares that he/she has duly acquainted himself/herself with the documents accessible on the website <http://www.skm.zcu.cz/predpisy--rady.html>
3. This Agreement is executed in two counterparts and shall enter into force and effect on the date of signature by both Parties to the Agreement.
4. The Parties to the Agreement hereby declare that they have read this Agreement before signing; have understood its content; agree with the content; and that this contract is an expression of their free will.

In Pilsen, on

.....

for and on behalf of the SKM

.....

the Lodger

PROTOCOL

on handover and takeover of accommodation place

Concerning room number in dormitory

This protocol is simultaneously signed by

The **Head of dormitory**

And

The **accommodated person**..... birth number/student identification number.....

Date of Accommodation Contract conclusion.....

For the academic year.....from.....to.....

At the time of handing over and taking over the following faults were found in the fixtures and fittings when compared with the inventory list no.dated

The accommodated person has the right within two calendar days to notify the Head of the dormitory of any faults found.

In Pilsen, dated.....

.....

Head of dormitory

.....

accommodated person



REQUEST

for permission to use own electrical appliances in the area of dormitory

Surname and first name:.....

Birth number/Student identification number:.....

Permanent address:.....

Tel. (mobile) :..... e-mail :.....

Academic year: faculty:.....

Code of dormitory/room number

Own electrical appliances:

- Microwave oven
- Kettle
- Sandwich maker
- Toaster
- Coffee machine
- Lamp
- Iron
- Fridge

- Computer/notebook
- Television
- Video recorder/DVD player
- Radio
- Audio amplifier
- Digital frame
- Printer
- Charger for mobile phone

Others

Period of use: from to

The applicant honestly declares that each own appliance has undergone revision within the meaning of CSN33 1600, thus fulfilling the prescribed technical standards, and thus assumes full responsibility for damages caused by using of this appliance.

Date:

.....

Signature of the Head of the dormitory

.....

signature of the applicant

OPERATING AND ACCOMMODATION REGULATIONS

Article 1

Rights and obligations of the accommodated person

- (1) It is forbidden to form and promote political and religious organizations or groups at the Dormitory.
- (2) Rights of the accommodated person in accordance with legal regulation and Crisis Plan of Pilsen Region may be in the case of evacuation (in specific crisis situation) limited.
- (3) The accommodated student has the right to:
 - a) on allocation of basic room furnishings (furniture, bedclothes with pillow, bed linen, study lamp and other items on the inventory list of the relevant room) and to their maintenance,
 - b) a change of bed linen at least twice every two weeks,
 - c) use of communal spaces in the dormitory,
 - d) have visitors between 6:00 and 24:00 on the understanding that the student is responsible for any loss or damage caused by the visitors,
 - e) share in the social life of the dormitory and participate in events organized by the dormitory,
 - f) submit in written form comments on all aspects of life in residence to the representative of self-government and the Director of the SKM,
 - g) use his own (announced) electrical appliances in the dormitory
 - h) complain in written form to the Director of the SKM about the behaviour of employees of university dormitory on the understanding that a solution will be proposed within 15 days,
 - i) connection to a computer network in accordance with technical conditions of dormitory networks.
- (4) The accommodated student is obliged to:
 - a) submit to the Head of the dormitory when moving into the dormitory his identity card (for foreigners a valid passport or residence permit) or study documents (e.g. index) or decision of acceptance,

- b) inhabit solely dedicated room,
- c) abide by the provisions of these Regulations and instructions of the Head of the dormitory,
- d) uphold the rules for civil co-existence,
- e) keep the room clean and tidy, keep communal areas tidy, look after dormitory facilities and conserve electricity,
- f) regularly pay the accommodation fee in accordance with the Contract,
- g) adhere to the operating and accommodation regulations of the dormitory,
- h) observe quiet hours,
- i) submit accommodation card (JIS) at the entrance,
- j) adhere to the dormitory safety and fire regulations,
- k) enter immediately any faults into the Fault Book in the reception
- l) compensate for any loss or damage
- m) adhere to hygienic regulations,
- n) make the rooms available to the persons carrying out the maintenance
- o) hand (at the end of the accommodation) borrowed items and tidy room in accordance with normal wear to the Head of the dormitory and sign out of the register.
- p) adhere to the technical conditions for the operation of dormitory networks.

(5) The accommodated student must not

- a) damage the property of UWB and third persons,
- b) disturb the peace and studies of other students,
- c) use and harbour drugs and other intoxicating substances and over indulge in alcohol,
- d) have visitors outside aforementioned visiting hours,
- e) have visitors who are not properly registered in reception,
- f) smoke or use an open flame outside areas designated for this purpose,
- g) interfere with fittings of any kind
- h) use unregistered electrical appliances according to Article 4 (computers, televisions, fridge),
- i) keep any kind of animal in dormitory,
- j) harbour fire arms and explosives in dormitory,
- k) park bicycles outside the designated areas,
- l) carry out business in dormitory
- m) use electrical appliances with high electrical consumption (kettles, infra-red heaters, hot plates, toasters, radiators) outside the designated areas – kitchenettes.

(6) Breach of any of the above points in (5) will be considered as gross violation of the Directive.

Article 2

Operational regulations of dormitory

- (1) The dormitory closes at 24:00 and opens at 5:00. Entry and exit of accommodated persons is not limited. Accommodated student for the purposes of this Directive means student accommodated in any dormitory of UWB. The student is required to respect the operating and accommodation regulations of any dormitory regardless of whether he is accommodated there.
- (2) Visitors are permitted only between 6:00 and 24:00.
- (3) A registration of visitors is carried out at the reception. The date of visit, first name and surname of the visitor and surname and the room number of the host and time of arrival and on leaving - the time of departure. The visitor is obliged to show his identity card on arrival and announce his departure.
- (4) The quiet hours are in effect from 22:00 to 6:00.
- (5) Operating and accommodation regulations are posted in each dormitory.
- (6) Repeated infringement of the Operating and accommodation regulations of dormitory will be judged to be a gross breach of the Dormitory Regulations.
- (7) The short-term accommodation of visitors in temporarily vacant beds can be arranged with the agreement of the co-habitants. The length of stay must not be longer than one week. The host is completely responsible for the guest for the length of his stay. The administrative fee is set out in the Price List of works and services. The daily fee is not paid by a student accommodated in another dormitory of UWB.

Article 3

Responsibility for the damage caused to things brought in and set aside

Responsibility for the damage caused to things brought in and set aside is followed by the relevant provisions of the Civil Code. UWB is responsible for jewelry, money and other valuables only to the amount of CZK 5,000. The accommodated person is obliged to immediately report every occurrence of loss to the Head of the dormitory. The Head of dormitory proceeds in accordance with the directive: proceedings for damage compensation.

Article 4

Procedure for bringing in personal electrical items

- (1) The accommodated persons are entitled to bring in and use private electrical items in dormitory only if the electrical items are previously announced to the Head of the dormitory

and the item is used solely in the place for which it is stipulated, the item meets technical norms and the item is used to a normal extent and only for its normal purpose.

(2) The Head of dormitory decides where the electrical item will be placed.

(3) The Head of dormitory will not allow the location of electrical item in dormitory if the item is in a state that obviously does not allow its proper operation or its use could disrupt the balance of power in dormitory.

Article 5

Stocktaking in dormitory of UWB

(1) Stocktaking in dormitories of UWB is executed according to the stocktaking plan and the decision of the Rector on the stocktaking of property and liabilities at UWB. The stocktaking plan including dates for individual dormitories must be announced by the Head of dormitory on the notice board in reception no less than 15 calendar days before the stocktaking starts.

(2) The accommodated persons have in certain circumstances the possibility to ask the flat mate from another room to act as a representative. If he fails to do so, he agrees with the entry of the inventory commission into his room.

(3) In the presence of student self-government representative, and especially if there is justified concern that the property of UWB is in danger, the director of SKM has the right to carry out stocktaking.

15 November 2011

doc. PaedDr. Ilona Mauritzová, Ph.D.