

# **THE RESIDENCY HOUSE RULES OF HALLS OF RESIDENCE, DC REZIDENCE**

## **I. INTRODUCTORY RULES**

- 1.** The Residency House Rules set out the rules of operation, residency and usage of student rooms, as well as the common rooms in the residential multifunctional property 'DC Residence' (hereafter DC R) which is operated by DOMINO Centrum, s. r. o. Company (hereafter DC).
- 2.** DC R provides accommodation and other services, primarily to university students, as well as others, under the terms stated in these Rules and the Residency Agreement signed between DC and the Resident.
- 3.** While making use of the DC R facility, all concerned are required to behave in a reasonable manner and avoid any activities that could lead to danger to life, health and property. Those making use of the facility are also required to maintain order and calm at the property, so as not to pose any danger to the good name and reputation of DC.

## **II. BASIC RULES**

- 1.** Accommodation in DC R may be reserved during the entire calendar year through, by e-mail, by telephone or personally at the DC R reception.
- 2.** The Applicant is provided with accommodation under the Residency Agreement (hereafter The Agreement).
- 3.** A model of the Residency Agreement and the Residency House Rules are available in DC R reception and on the website – [www.dcrezidence.cz](http://www.dcrezidence.cz).
- 4.** The Resident shall be issued, after the conclusion of the Agreement and during the arrival, with keys, chip, for the enter to accommodation area. The room is hand over to the Resident based on 'Handover document for taking over the room'.
- 5.** The Resident shall, during the arrival, provide a confirmation of his/her university membership (until 20 days from date of accommodation) signed by the relevant representative of the University. In cases where questions arise as to the veracity of such confirmation, the Proprietor reserves the right to demand a confirmation signed by a certified member of the University.

### **III. PRICE OF RESIDENCY, METHODS OF PAYMENT AND PAYMENT TERMS**

1. The price of Residency is governed by the current price list.
2. The price of Residency can be modified during the calendar year, namely on 1<sup>st</sup> March of the following year, in accordance with the rise of consumer prices, issued by CSU.
3. The monthly payment for the Residency is payable by the first working day of the given month for which Residency is agreed. The date of payment for the month during which the Resident is commencing the Residency is the day of taking up the Residency.
4. First monthly payment must be paid in day of arrival, as well as an extra security payment equal to the cost of one month's residency (first monthly payment can extraordinarily be paid in three days from arrival).
5. Payment for residency in DC R may be effected in the following ways:
  - (a) By direct debit or bank transfer
  - (b) By payment card
  - (c) In cash, in particular when commencing the Residency at the DC R reception.
6. The security payment shall be fully refundable after conclusion of validity of the Residency Agreement, with the following exceptions: Should the Resident apply for an extension of the Residency, or in the event that the Resident owes DC R at the end of the term any compensation (for example, due to a failure to complete the full contracted period which attracted a discount, as per the current price list, or a failure to pay DC R for damage to building or equipment caused by the Resident, or any other debt to DC R). In case that the accommodated person give a notice earlier than 3 months from the start of the accommodation or from the effectiveness of the amendment to the contract, the Proprietor will ask the accommodated to provide registration (if required by Czech law) at the new address or return two originals of the addendums.
7. If the applicant books a room in DC R, reservation is confirmed assuming the composition within 10 days on account of the proprietor. In the event that the applicant does not start to accommodate the required (reserved) time, the proprietor returned to the applicant the guarantee if the applicant cancels their reservation at least 14 calendar days before arrival and provided that they are returned two copies of the contracts of accommodation (original) if the applicant before the accommodation provided. If the applicant books a room 14 days (or less) before arrival and reservation is canceled, the extra security payment is also not refundable.
8. Should the damage to the inventory or the debt for non-payment of accommodation reach the amount of the security payment, then the security payment will be reduced accordingly to amount caused by the Resident. Normal wear and tear is not included in this category. Should the security payment be partially or completely utilised, as stated in the first sentence of this paragraph, the Resident is obliged to fully pay the difference not later than 5 days from the security payment being used.
9. In case of delay in the payment for accommodation the Resident is obliged to pay a contractual penalty in the amount of 1 % of the monthly rent for each day of delay.

#### IV. TERMINATION OF RESIDENCY

1. The Residency is terminated:
  - a) after a period of time as stated in paragraph 1 of the Agreement;
  - b) by written agreement between both parties;
  - c) by withdrawal from the contract by either party;
  - d) by a termination notice submitted by the Resident or the Proprietor in accordance with the Rules of DC R.
  
2. The Proprietor can withdraw from the contract if the Resident:
  - a) has permitted accommodation by persons not authorised by DC R;
  - b) has not adhered to the terms stated in the Agreement;
  - c) has failed to pay for accommodation for one month or more;
  - d) despite the issuance of a warning, he/she has seriously infringed the code of conduct or otherwise seriously violated his/her obligations under the Rules of DC R,
  - e) violates the fire, security, health and safety Rules or hygiene regulations of the Czech Republic and House Rules, in particular if the Resident is under the influence of alcohol or illegal substances.
  - f) has not adhered (in time or enough) oral or written instructions / decision of management of DC Company.
  
3. The contractual parties shall consider, for example, the following behaviour as a serious breach of the terms of the Agreement: restricting the rights of other residents; vandalism in the DR C building; physical aggression; serious misconduct in the Proprietor's property or its surroundings.
  
4. The Proprietor has the right to withdraw from the contract by means of written advice of contract withdrawal. The Resident undertakes to fulfill all his/her obligations towards the Proprietor within the stated period. Should he/she not do so, he/she may be subject to eviction from the accommodation and shall be required to pay damages relating to such action.
  
5. The Proprietor shall advise the withdrawal from the contract in writing, by registered delivery. Such advice must include the reasons referring to relevant terms and conditions broken by the Resident. If the advice cannot be delivered to the last known address of the Resident, the advice will be displayed on the information board in the DC R reception and will be considered delivered.
  
6. The advice of withdrawal from the contract may only be delivered to the Resident in a written form. The notice period is one month and commences from the first day of the month following the delivery to the Resident's address of the termination notice (as per the Agreement).
  
7. The Agreement also terminates before the final date agreed if the Proprietor is unable to provide accommodation due to a decision of the Housing Department or Regional Health and Safety Department. Such decision dates from the issue date of legal notice.

## **V. Entry to the Premises, Night Time Rules**

1. The DC R premises are open to the Residents for 24 hours; normally between midnight and 6.00 a. m. may be the building locked and the night porter at the reception provides entry or exit. In the case of questions being raised by DC R staff, the Resident has to provide further identification, such as ID card, passport or other suitable card.
2. Between 10.00 p. m. and 6.00 am all persons living in the building have to observe night-time quiet.

## **VI. Rights and Obligations of the Resident**

### **1. The Resident has the right:**

- a) to use both his/her own room as well as the common rooms and other services available;
- b) to repairs of all faults and defects in his/her room;
- c) to access to his/her room at any time during the day or night;
- d) to receive visitors, as per the Residency House Rules;
- e) to a change of his/her bed linen – 2x per month;
- f) to have his/her room cleaned by contract cleaners – for a fee direct to cleaning company or at the reception of DC R.
- g) To receive visitors, according to Article VII of these Rules.

### **2. The Resident is obliged:**

- a) To follow the rules of DC R, to be thoroughly familiar with the fire and health & safety Rules, Fire Alarm and Building Evacuation Instructions, as well as to follow instructions of the Company personnel and the fire officer, if necessary. The Resident also needs to be familiar with the fire extinguishers, and fire hydrants and their location.
- b) To pay monthly rent and services.
- c) To maintain his/her room in good order and not use bedding without covers.
- d) To leave the premises immediately in the event of an evacuation announcement being made. Failure to do so is both undesirable and dangerous. Residents are obliged to evacuate the premises in accordance with the Fire Alarm Rules. Any damage to the fire equipment must be advised to the reception without delay.
- e) To refrain from damaging or using the fire extinguisher or manipulating the fire hoses. Misuse or theft of the fire extinguisher will be subject to legal action as causing a public nuisance or, alternatively, will attract a financial fine to compensate for breakage and damage of the equipment.

- f) To strictly observe the prohibition to handle, damage or interfere with the fire alarm system. Any such action will be treated as attempted destruction of the equipment and fines will be imposed according to the financial cost of the replacement.
- g) To switch off the room light when leaving the room, and especially when leaving the building.
- h) To maintain quiet at night and to respect the privacy of other residents.
- i) To advise without delay, the personnel on the reception of all faults, problems, shortcomings and needs for repairs both in the room and in the common areas of DC R; any such problems which prevent their full use or threaten health, safety or property of the Residents. The Proprietor is obliged to enter such notices into the Maintenance Book and remedy these without delay.
- j) To clean his/her room or order the cleaning services at reception DC R for payment and, after finishing the accommodation, pay the costs for disinfecting the room and buffing the carpet according to the Price List for repairs and services.
- k) To permit access by the cleaning staff once a month to clean the room.
- l) Regularly attend laundry (according to specified dates) for bed linen change; violation of this obligation is sanctioned as directed by cleaning company.
- m) Prior to vacating the accommodation, the Resident is required to clean the room and the bathroom and restore it to its original state, notwithstanding normal wear and tear; to return all items on the inventory list undamaged; to return keys and chip, either in person or through an authorized person in order to be removed from the Residents' List of DR C. Proven damage caused by the Resident will be paid for in cash at the DR C reception or deduction of his extra security payment.
- n) To move out on the final day of the contracted period. Furthermore, the Resident has to move out not later than three calendar days from the receipt of notice of contract withdrawal, as per this document's Section IV, para 5. Should the Resident not move out within the specified time, the Proprietor has the right to remove Resident's belongings and store these at specified premises at the Resident's cost.
- o) To protocol hand over to the Proprietor, or his agent, the rented premises in the same state as at the time of moving in, considering normal wear and tear. After the handover of the rental room, and possible cleaning by the Proprietor, the condition of the rooms will be described in the Handover Document at the time of the room handover. The same procedure is applied at the end of the stay by agreement.
- p) To remove all personal belongings and furnishings from the rented accommodation at the latest on the last day of Resident's term. Should he/she not do so, it is advised that all remaining belongings and furnishings will be destroyed within the following six months, and the costs charged to the Resident.

**3. The Resident is prohibited from:**

- a) Changing the room lock, moving furniture among different rooms, removing any furniture without permission of DR C director. Furthermore, he/she is not allowed to obstruct areas cleaned daily by his/her own belongings, nor to place foodstuffs on the outside window sills.
- b) Bringing own furnishings, such as carpets and furniture into the room without permission of DR C director, or making any changes to the room or other areas (eg. drilling holes in the walls, gluing objects on walls, ceilings or furniture).
- c) Damaging, removing or otherwise interfere with the functionality of the fire extinguishers, fire hoses or fire alarm or damage or purposely block fire alarms on the room or in place of DC R.
- d) Mending, changing, or otherwise interfering with electrical and other installations.
- e) Damaging, removing, or destroying fire alarm instructions and schedules on display.
- f) Operating with open fire or combustible liquids on DR C premises, or bringing in firearms or explosives.
- g) Entering the service areas of DR C without the permission of the director of DC R.
- h) Leaving bicycles, summer or winter pneumatics or other components of personal vehicles or motorcycles (e. g. motor, ski box) in areas not designated for such storage.
- i) Manipulate with Wi-Fi technology. Violation of the prohibition is sanctioned by a penalty in accordance with Article IV. point 5, letter h.

**4. The Resident agrees:**

- a) To temporary stoppage of residency due to extraordinary circumstances whilst not paying the agreed rent.
- b) To a removal into another room due to serious operational issues.
- c) To publication of his/her name and the room in which he/she resides in the Residents' list, available to the public in accordance with Statute No. 101/2000 Coll., Personal Data Protection and the ensuing legislation pertaining to this (Enclosure No 2).
- d) To the removal into another room for operational reasons during the summer holidays.

**5. The Resident undertakes:**

- a) Not to make the room available to another person and to move into the room assigned to him/her in the Agreement.
- b) To provide access for the Employer of DC R to the room in accordance with DC R Rules and at the time of taking the inventory.
- c) To pay a fine of 500,- CZK should he/she bring and use an unauthorized electrical appliance into the DC R property and remove it forthwith.
- d) To compensate for any damage caused to DC R property through his/her actions.
- e) To pay an agreed fee should he/she decide to cease the residency.
- f) To suspend residence in case of a serious infectious illness.

- g) To pay the security payment of one month rental not later than on the day of moving into DC R property.
- h) To pay a financial penalty or other sanction as set out in the Rules of DC R for violation:
  - of smoking ban in DC R building in amount of 500,- CZK
  - for finding of violation of prohibition of unauthorized electrical appliances – in amount of 500,- CZK
  - to pay for damage of property or other violation of Rules which are connected with safety in DC R or rules / instructions set up by management of DC R that amount will be terminated according to the amount of damages established
  - to manipulate with Wi-Fi technology
- i) To pay a set fee for assistance in opening the room's door by a receptionist (the doors are equipped by BRANO locks) as well as for an issue of an extra key/chip.
- j) to cover the costs for the damage caused to the property of the accommodation provider or the services provided in addition to the services normally provided by the accommodation provider. (The Price List of Repairs and Services can be viewed at the reception of DC REZIDENCE).

## **VII. SMOKING IN PLACE OF DORMITORY**

Smoking is prohibited in DC R except in the space reserved by the proprietor (space in front of main entrance to the building). Violation of the prohibition of smoking is sanctioned by a penalty in accordance with Article IV. point 5, letter h.

## **VIII. USAGE OF ELECTRICAL EQUIPMENT, ENERGY SAVING MEASURES.**

1. The Resident may, without prior advice to the Proprietor, use electrical equipment for his/her personal use. The use of other equipment can be allowed only with the consent of the DC R director.
2. The Resident is obliged to ensure that all electrical equipment used is operated in accordance with the current laws and technical recommendations. The Resident will, however, compensate the Proprietor for any damage caused by using such electrical equipment.
3. The Resident is obliged to ensure the saving of both electrical and heating energy, hot and cold water, and make certain that prior to leaving the room all lights, electrical equipment and taps are switched off.

4. Violation of the prohibition is sanctioned by a penalty in accordance with Article IV. point 5, letter h.

## **IX. DOMESTIC PETS.**

In the DC R building there is a strict ban on animal husbandry and a ban on admitting animals into the DC R area, especially into the protected accommodation area. Violation of the prohibition is sanctioned by a penalty in accordance with Article IV. point 5, letter h.

## **X. ACCESS TO THE RESIDENCE**

1. Unless otherwise stated, access into the room is permitted with the Resident's agreement only, or in cases where a permit is legally granted either by law or by DC R Rules, such as the cleaning services.
2. The Proprietor's employee or agent is allowed access to the Resident's room in case of accident, immediate danger to life or property, or prevention of other events endangering legally protected interests or failure to comply with provisions concerning the implementation of cleaning room.
3. The Proprietor's employee, the DC R director and his deputy are permitted to access the rented rooms in order to:
  - a) Check the premises or effect similar action stated or derived from current legislation.
  - b) Check that DC R Rules are complied with if serious doubt arises as to the fulfilment of these.
  - c) Check Health and Safety issues resulting from current legislation, namely those displayed on the information board at least three days prior to the check; such advice is to include the details of the proposed time of check. The duty of display may be forgone only in exceptional circumstances.
  - d) Cleaning services.
  - e) Repairs requested by the Resident.
  - f) Repair of damage, either advised by the Resident or otherwise discovered.
4. The Proprietor must display on the information board, at least three days in advance, cleaning services or maintenance.



## **XI. VISITOR RULES**

1. The Resident may receive visitors at will, unless otherwise stated. Such right is suspended if the visitor fails to fulfil the duties specified in this Article, does not adhere to the spirit of this Article, provides false information or if he/she is under the influence of alcohol or illegal substances.

2. Visits are free of charge, unless otherwise stated.

3. The visitor is obliged, on entry of DC R premises to show personal identification, eg., current ID, passport etc.

4. The visitor's name must be entered by the receptionist into the Visitors' Book, to include the time of arrival and departure and the date of the visit, name and surname of the visitor, ID number, the name of the Resident being visited, number of the room. The visitor may remain on the premises only during the presence of the Resident.

5. Visitor who enters to the accommodated space in time from 6:00 a. m., can by visited resident stays till 10 p. m. without any fee.

The visitor can enter the premises only in the company of the Resident and is subject to the DC R Rules. Specifically, the Resident is obliged to visit up at the reception.

6. Should the visitor not leave the DC R premises before 10 p. m. or enter there between 10 p. m. and 6 a. m. following day, he/she can remain in the room under the following conditions:

- a) By entering personal details into the Visitors Book (name, surname, ID, Resident's name and room number).
- b) Resident's presence during his/her visit.
- c) Payment of a fee of 100,- CZK per night, paid by the Resident to the reception. If the visitor stay by Resident more than 3 nights, each next night is for 300,- CZK
- d) The Resident accepting responsibility for both the visitor and any potential damages of visitor.

7. Unless otherwise stated, the same terms and conditions apply to the visitor as regards behaviour and conduct on DC R premises, including responsibility for any damages caused. Should the visitor fail to comply with these, he/she must leave the premises at the request of any DC R employee, security or Police of the Czech Republic. Such person may be barred from further visits to DC R premises.

## **XII. GENERAL AND FINAL RULES**

1. No legal right applies to the conclusion of the Residency Agreement.

2. A joint residency for married couples is available and exceptions to these Rules may apply.

3. Management of DC R Company may, in his role, provide detailed amendments to these Rules.

4. The Residency Rules come into force upon agreement by the acceptance by the Company Secretary and Executive of the Company.

In Prague 17<sup>th</sup> February 2017

JUDr. Marian Vysnovsky

Executive of the Company

**ENCLOSURE No. 1****FINAL HANDOVER DOCUMENT HALL OF RESIDENCE-ROOM No... –  
(EXEMPLAR)**

Date.....Received Mr/Ms.....

Date of Birth .....

Address .....

Hereafter the Receiver.

Room No..... Floor No.....

From - **DOMINO Centrum**, s.r.o., Novodvorska 1061/10, Praha 4-Lhotka

IC: 247 70 922

Hereafter the Provider

Room No.....Floor No.....

Room Keys No.....pcs

Smartcard No.....pcs

Furthermore:

**Inventory of room furnishings and equipment\*** Damage1x duvet box yes no.....  
1x lamp yes no.....  
1xbed yes no.....  
1x pillow and duvet yes no.....  
1x chair yes no.....  
1x desk yes no.....  
1x cupboard on wheels yes no.....  
3x shelves yes no

1x table and wall mirror	yes	no
1x wardrobe with shelves	yes	no
1x shoebox and wall hangers	yes	no
1x duvet covers and sheet	yes	no
1x refrigerator	yes	no
1x lamp bulb	yes	no

Inventory of bathroom furnishings and equipment.

1x radiator	yes	no
1xWC	yes	no
1x toilet paper holder and toilet brush	yes	no
1x shower curtain and shower	yes	no
1x mirror with three shelves	yes	no
1x washbasin and tap	yes	no

Prague, date .....

.....  
Provider

.....  
Resident

**\* Delete as appropriate**

**ENCLOSURE 2**

**Agreement To Handling Of Personal Data.**

In accordance with Statute No 101/2000 Coll., Protection of Personal Data, and subsequent amendments, I agree, for my personal data to be collected, used and saved for the purpose of evaluation of my application for residency in the DC-Residence property, for maintaining of the residents' lists, for data about non resident applications and for the purpose of keeping data about non-payment of the residency fees and other payments thereof.

I agree, as the subject of such data, to publication in the public place on the DC R premises of evidence of non-payment of residency fees and other outstanding debts.

In Prague, date

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Name, surname and signature of student