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| Directive 17/2014 | | **Internal Regulation of the**  **Institute of Technology and Business in České Budějovice** | | | | | | |
| **ITB RESIDENCE HALL RULES** | | | | | | | | |
| **Date of issue:** | | 2. 7. 2014 | **Effective from:** | | 2. 7. 2014 | | **Effective until:** | cancellation |
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| **Information on modifications** | |  | | | | | | |
| **Supersedes the rule** | | Directive No. 22/2012 Residence Hall Rules | | | | | | |
| **Higher regulations** | | Tertiary Education Act as amended | | | | | | |
| **Related regulations** | |  | | | | | | |
| **Lower regulations** | |  | | | | | | |
| **Distribution list** | | Economic Department, students, persons using accommodation services | | | | | | |
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**Article 1**

**General Provisions**

1. The Residence Hall Rules arrange operational conditions of accommodation at the Hall of Residence of the Institute of Technology and Business in České Budějovice (hereinafter referred to the “ITB Hall of Residence”).
2. The Hall of residence means the accommodation facility of the ITB, Okružní 10, České Budějovice.
3. The ITB České Budějovice is the accommodation provider.
4. “Resident” means each person accommodated at the hall of residence that has entered into an Accommodation Contract with the provider or a person accommodated at the hall of residence temporarily.
5. “Accommodation place” means the areas reserved for the resident’s accommodation as well as the common areas of the hall of residence.
6. The accommodation at the hall of residence is governed by the Accommodation Contract, the Civil Code, the ITB Statute, ITB Fire and Safety Rules and these Residence Hall Rules.
7. All residents have to be over 18 years of age; younger people may only be accommodated accompanied with a legal representative.

**Article 2**

**Residence Hall Subject of Activity**

1. The Residence Hall Subject of Activity is:
2. To provide accommodation in return for payment primarily to students in the Erasmus program, VŠTE students of study full-time and part-time
3. provision of the paid accommodation to other people.

**Article 3**

**Residence Hall Management**

1. The Economic Department (ED) Head is responsible for the hall of residence operation. Authorized ED employees perform hall of residence administration.

(2) Students are informed through the Information System Message Board where all important information regarding the hall of residence operation is published.

**Article 4**

**Residence Hall Committee**

1. The ED cooperates with the Residence Hall Committee on the hall management.
2. The Residence Hall Committee is a student administration body of 3 members.
3. The Residence Hall Committee cooperates with the hall administration on dealing with the students’ requirements and comments regarding accommodation. A meeting is held at least once per term or at request of any of the parties.
4. The Residence Hall Committee members are delegated by the ITB Student Union from among resident students.

**Article 5**

**The Allocation of Rooms to Students**

1. Students have no legal title to accommodation at the hall of residence.
2. Room allocation is in sole discretion of the ED. The ED Head solves disputable viewpoints with final effect.
3. The applicants for accommodation complete an Application for Accommodation form available at the school website or at the ITB mail office. The application has to be lodged within the deadline. A delayed or incomplete application will only be accepted if vacancies remain.
4. The distance of the student’s permanent residence from the school, commuting time (distance confirmation by the transport company), health condition (complications have to be confirmed by a specialist physician), social background (students with a social scholarship) and the student’s behaviour history at the hall are taken into account in the accommodation allocation. In special instances, the ED can allot a room to a student that actively contributes to the ITB development, however this will only happen upon ITB Rector’s recommendation.
5. Higher grade students have priority over first-year students if the conditions are the same.
6. The accommodation is provided until the capacity is full. Students that are allotted accommodation upon the above criteria are given a “Confirmation of Bed Allocation at the ITB Hall of Residence”.
7. The Confirmation of Bed Allocation at the ITB Hall of Residence is binding for a resident. An Accommodation Contract is entered into with a student at the accommodation commencement.
8. Students must move when it is necessary to ensure the proper running or due to organizational and operational reasons. The moving is necessary to carry out within four days. In case of not moving a student ought to pay for an additional bed.
9. A student may be accommodated at the hall of residence from the last Sunday before the academic year beginning until 30 June.
10. Students may apply for accommodation during summer holidays. Such an application has to be approved by the ED Head.
11. Students of the same sex are accommodated in an accommodation unit. This might be changed at students’ request.
12. Students of combined form of study will be provided accommodation during consultations and exams according to free capacity.

**Article 6**

**Accommodation of Other Persons**

1. Paid accommodation may be provided to other people.
2. Other persons applying for temporary accommodation are obliged to:
3. inform the ITB mail office about the check-in and check-out dates in advance,
4. check in at the reception at arrival and to present ID or travel passport for personal data registration,
5. pay for the accommodation in advance,
6. adhere to the ITB Residence Hall Rules,
7. leave the room by 10:00 a.m. after the end of stay,
8. to maintain order in the leased premises,
9. return room keys and bed linen at the reception.

**Article 7**

**Termination of the Right to Accommodation**

1. The Right to Accommodation becomes extinct:
2. unless the student is enrolled for a course in the appropriate year,
3. unless the student arrives within five days from the date stated in the Application for Accommodation,
4. if a resident stops being an ITB student during the accommodation period; the accommodation becomes extinct within 3 days from termination, suspension or exclusion from studies,
5. by withdrawal from the Accommodation Contract by the student,
6. upon decision of the ITB ED Head on accommodation termination even within 24 hours with no title to refund if one or more reasons listed in Art. 7 par. 2 hereof occur,
7. after the expiration of the term agreed upon in the Accommodation Contract,
8. if a student enters false data in the Application for Accommodation form,
9. by putting the accommodation facility out of operation.
10. Cancellation of student’s accommodation at the hall of residence may be based on:
11. repeated breach of the ITB Residence Hall Rules ,
12. non-payment of the accommodation fee by the 15th day of the month,
13. a breach of the ban on bringing and consumption of alcohol and drugs,
14. repeated non-payment of the accommodation fee by the set deadline,
15. repeated non-adherence to hygiene rules, not keeping the room and common facilities clean and tidy despite of being reproached,
16. other serious breach of the ITB Residence Hall Rules (e.g. letting people stay without being checked in, disorderly conduct, particularly intentional verbal or physical attacks against school staff, deception, …),
17. The ITB ED will issue a written decision of accommodation cancellation.

**Article 8**

**Rights and Obligations of Residents**

1. A resident has the right:
2. to obtain an accommodation pass, a room key and bed linen,
3. to the room equipment to the extent of the published valid list and to maintenance of the equipment,
4. to bed linen change,
5. to use specified common areas of the hall of residence,
6. to entertain visitors and use all the other benefits in line with the ITB Residence Hall Rules. Visitors may only be entertained in the room with roommate’s consent. A visited student is fully responsible for his/her visitor’s behaviour and adherence to the ITB Residence Hall Rules. He/she is also responsible for damages caused by the visitor. Accommodation payment is based on valid pricelist.
7. to apply for the modification or cancellation of the Accommodation Contract at the hall of residence administration,
8. to vote and to be voted for as a member of the hall of residence committee.
9. to submit proposals, complaints or comments regarding the hall organization to the ED and school management,
10. to collect incoming post at the reception. Money deliveries for students are not accepted.
11. A resident is obliged:
12. to appear personally at the accommodation within five days from the date set in the Application (unless later arrival has been arranged for);
13. to present the following at the accommodation

i. confirmation of bed allocation at the ITB Hall of Residence,

ii. valid ID card or traveller passport, traveller passport and residence permit for foreigners,

iii. 3x4 size photo for the ITB Hall of Residence pass;

1. to move to the room allotted according to the Accommodation Contract;
2. to lock the allotted room at each departure and not to leave a key in the lock (also applies to locking during sleeping), to close windows, to switch electric appliances and the lights off;
3. to adhere to the ITB Residence Hall Rules, school health and safety regulations, he/she has been familiarized with;
4. to show the accommodation pass when entering or leaving the building without request. The pass is non-transferrable. A student is obliged to report a loss or theft of the accommodation pass to the ED and will be issued a duplicate;
5. to keep the following in clean and tidy condition:

i. the allotted room, the hall and facilities,

ii. common areas of the hall of residence,

iii. the whole premises of the hall of residence and school;

1. to save electricity, heat and water
2. to notify the reception of any detected faults and failures;
3. to compensate for all caused damage. In the case of loss or damage of equipment to pay the price usual at the time of loss or damage specified by the school employees;
4. to adhere to hygienic rules and to accept health and hygienic measures if necessary. Each injury has to be reported to the reception where a first aid kit is available;
5. when moving away from the hall:

i. two-month notice period is valid for the accommodated; the two-month notice begins on the first day of the following month after the delivery of the notice (the notice may be submitted by e-mail)

ii. To hand a tidy room by 10:00 a. m.

iii. to return borrowed inventories and bed linen in good condition,

iv. to settle possible damage caused on the room equipment or other hall equipment from the deposit,

v. to return the room keys,

vi. to return the accommodation pass,

vii. during the collective termination of accommodation at the end of an academic year students follow instructions of the ED. The ED or an ED appointed person checks the students out.

viii. if a student fails to clear the room by the deadline the ED will provide for clearance and cleaning at the student’s expense;

1. to report any infections disease at the reception with no delay;
2. to change bed linen at given intervals,
3. to accept the ED’s right to close the hall during academic year for operational reasons;
4. money and other valuables have to be kept in a locked cabinet.
5. to follow the instructions from the ED or other school staff issued in compliance with regulations and the ITB Residence Hall Rules.
6. A resident is not allowed
   1. to let people who not checked-in stay in the hall of residence overnight;
   2. to lend the room key and the accommodation pass to another person;
   3. to prevent the entry into the room to the people who are in charge of a room cleaning, who are responsible for necessary and scheduled repairs and cleaning equipment (e. g. revision of electric wiring, installation repairs, repairs of furniture, painting rooms, cleaning available rooms), to prevent the entry into the room to the people who carry out cleaning of common areas (toilets, bathroom, corridor in front of the room)
   4. to move to another room without ED’s consent;
   5. to replace inventories of rooms and common areas;
   6. to damage property of the ITB or other residents;
   7. to intervene in any kind of installations and to use private electric appliances without ED’s consent (allowed appliances without fees – portable TV sets, portable radios, computers, hair driers, shavers, table lamps). All the private electric appliances used by residents must have a valid revision (resident’s responsibility). In case of an unauthorized appliance or part thereof, there will be levied a fee of 100,- / pc. If, when using the private electrical appliances without a valid revision, the fire occurs, the accommodated is fully responsible for the damage done;
   8. The keys of the washing machine and tumble dryer can be borrowed at the reception against fee;
   9. drugs must not be brought to the campus, held, distributed or abused. Non adherence to this ban can be punished by immediate exclusion from the accommodation. All kinds of manifestation of racism or bullying are banned. Each resident who becomes witness to racism or bullying is obliged to notify the ED employee at the reception about such facts. The obligation to report is given by provisions of sec. 167, 168 of the Criminal Act (Failure to act to prevent a crime, Failure not to report a crime), where a person that does not prevent a crime or report a crime is a criminal. All cases of finding drugs, racism or bullying will be reported to the ED. If the ED catches a substance suspicious from being narcotic or psychotropic (or poisonous) in the sense of the provisions of the Act the fact will be reported to the Police of the Czech Republic.
   10. to keep animals, insects, birds, fish etc. in the hall of residence;
   11. to leave bicycles within the campus outside dedicated places;
   12. to park private vehicles within the campus where parking is not allowed. Such vehicles might be towed away without notification;
   13. to smoke in the rooms and outside specified areas;
   14. to keep any fire arms or ammunition in the hall of residence;
   15. throw rubbish or other objects out of the windows, hang bags outside the windows;
   16. to perform business activities, activities of political parties and movements and their promotion are forbidden. Any use of the rooms for other purposes than accommodation will be qualified as a breach of the ITB Residence Hall Rules ;
   17. to change room door locks;
   18. to duplicate room keys.

**Article 9**

**Dormitory payment**

1. Amount for each started month is CZK 2 840,-. First of all, a deposit of CZK 5, 680, - must be paid - because of a possible damage caused by the accommodated students on school property. In case of damage in a room and the leased in-room inventory, the accommodated will be given back a deposit lowered by the cost of damages. In case of damage to the equipment in the common areas (kitchen, ...) and in case of not finding a culprit, the school is authorized to use this money in order to repair the damage and to reschedule the used financial amount among all accommodated students. The deposit will be given back in a full amount at the handover of the room. The money deposited in the cash register do not bear any interest. A deposit is not required from the students of a part-time study for accommodation for one or more nights;
2. The accommodation payment must be paid no later than the last day of the previous month by bank transfer 2111777188 / 2700), the date of money adding to the account of the student. In case of failure to meet the payment deadline, the accommodated is obliged to pay interest for each day of delay (0.5% / day). After 15 days without payment, a student loses the entitlement to student accommodation;

**Article 10**

**The Internal Operation of the Hall of Residence**

1. The hall of residence is closed from 10 p.m. to 6 a.m. During this period it is only opened on request. The doorman performs random inspection tours round the campus. A resident cannot claim access to the hall during these inspections.
2. Residents have to keep quiet from 10 p.m. to 6 a.m. Residents are obliged to turn down the volume of TV sets, radios and computers in the rooms. The night guard at the reception monitors non disturbance at night. The receptions will inform the hall administration of disturbance, which will be treated pursuant to Article 11 paragraph 1.
3. The doorman is entitled to require the accommodation pass (a pass without a photograph is invalid and will be and will be taken and given to the hall administration to be dealt with pursuant to Article 11 par. 1, the same will be done with a pass found left in a room).
4. Studying in classrooms in block D is enabled by the receptionist on request.
5. Visitors to residents are entertained in the entrance hall or in rooms from 6 a.m. to 8 p.m. after notification at the reception. Visitors may only be entertained in rooms with the consent of the other roommates.
6. Residents have the right to privacy. No person is allowed to enter a room at the resident’s absence without prior notification except for in emergency situations (defects on electric installations…). If maintenance works are necessary (e.g. inventory checks, wiring revision, installation repair, furniture renewal, room decoration, window cleaning,) school employers or other persons performing these works are allowed to enter the rooms at resident’s absence. The ED may also enter the room at resident’s absence to prepare a bed for a new student. The ED is entitled to enter the room accompanied by another school employee during the resident’s absence for the purpose of unannounced inspection of adherence to the ITB Residence Hall Rules, fire, safety or hygienic regulations as it is responsible for fire safety, hygiene and health of residents.
7. Residents are obliged to finish food preparation and consumption in the kitchens until midnight. The kitchens will be locked from 12 p.m. to 6 a.m. During this time the key may be borrowed from the doorman against signature.

**Article11**

**Liability for damages**

1. Student should not retain jewelry, valuables and large sums of money in the room. Student can ask the dormitory manager for their safekeeping, or is required to be stored them in a locked cabinet.
2. The accommodation provider is responsible for damage to items which are brought into the space reserved for the accommodation or to spaces for storing things, or those which were handed over for safekeeping to any of the employees, within the scope and under the conditions laid down in the Civil Code, as amended in compliance with the above obligations locking the room and storing things in locked cabinets.
3. For things that are not usual at the dormitory, such as jewelry, large of sums money and other valuables, and for which the accommodation provider has not taken over based on the consent of the dormitory manager in a special deposit, then the accommodation provider is responsible collectively to maximum amount of CZK 2000, -, if proven sufficiently secured. The limitation of liability does not occur if the matter has been taken into custody or if the damage was caused by an employee.
4. The right to damage compensation must be filed by the accommodated student with the dormitory manager without undue delay, at the latest by the 15th day, when damaged accommodated found damage. A damaged accommodated is to prove a damage, mainly a student is obliged to prove, that the loss or damage have actually occurred, that the objects, valuables or money were properly stored and that the set guidelines for their protection were carefully followed. Student is required to support the theft by the protocol from the Police investigation of the case.

**Article 12**

**Special Responsibility**

1. Students are responsible for serious breach of obligations, particularly for disorderly conduct and vandalism occurred at the hall of residence pursuant to the applicable regulations.

**Article 13**

**Disciplinary Actions**

1. If a student breaches the ITB Residence Hall Rules one of the following disciplinary actions will be taken against him/her:
2. a warning,
3. the conditional termination of accommodation in the hall of residence,
4. the termination of accommodation in the hall of residence.