

# THE FIZZ

**Please note:**

**The following document is a sample accommodation agreement.**

**It serves to provide information on contractual conditions, irrespective of rent, deposit or other costs. These are individual for each apartment.**

**For bank details and amounts to be paid, please refer exclusively to your own contract.**

# THE FIZZ

## Accommodation Agreement

Lodger ID / Invoice number: xxxx

As Lodging Provider (in Czech: Ubytovatel): xxxx

And as Lodger (in Czech: Ubytováný): xxxx

Current home address  
xxxx  
xxxx, xxxx  
xxxx

### Preamble and conditions precedent

1. The Lodging Provider provides accommodation in fully furnished rooms as part of its regular business operations and also provides other services.
2. Having considered all the main factors on which to base a decision, the Lodging Provider and the Lodger are willing to enter into this accommodation agreement (in Czech: Smlouva o ubytování) according to § 2326 and foll. of the Act No 89/2012 Coll., Civil Code (in Czech: Občanský zákoník), as amended ("Civil Code"), under the terms and the conditions stated herein (the "Accommodation Agreement").
3. The Accommodation Agreement is concluded only if the following conditions precedent are fulfilled (cumulatively) by the next business day at the latest:
  - a. the Lodger has paid the entire deposit (in Czech: jistota) as agreed in Section 10 of the Accommodation Agreement, together with a registration fee of CZK xxxx, all together CZK xxx and
  - b. the Lodger has paid the first monthly payment of the entire ALL-IN Price, as defined in Section 4 (1) of the Accommodation Agreementinto the Lodging Provider Account, as defined in Section 4 (8) of the Accommodation Agreement.
4. Following the conclusion of the Accommodation Agreement, the Lodging Provider will send the Accommodation Agreement signed by the Lodging Provider to the Lodger via email.
5. The Accommodation Facility including the Accommodation Unit, as defined in Section 1 (1) hereof, are currently under construction. As a result, Sections 1, 2, 3, 4 (6), 5 and 7 of the Accommodation Agreement become effective and the Lodging Provider's obligation to hand over the Unit to the Lodger becomes effective on the day (the "Completion Date") following the day on which the Accommodation Facility and Accommodation Unit are completed and available for lodging under statutory rules. The Lodging Provider will not arrange any substitute accommodation for the Lodger, while the Accommodation Facility or Accommodation Unit is not completed and available for lodging under statutory rules. The Lodging Provider shall inform the Lodger by email as soon as the Completion Date occurred.
6. Regardless of the fulfilment of the conditions precedent set out in point 3 of this section (Preamble and conditions precedent) and notwithstanding anything to the contrary stated in the Accommodation Agreement, the parties agree that by the payment of the registration fee of CZK xxxx in favor of the Lodging Provider the Lodger agrees that the registration fee is non-refundable so that the Lodging Provider is authorised to keep the registration fee even if the Accommodation Agreement as a whole is not concluded. In this case, Sections 11 and 12 of the Accommodation Agreement shall also apply.

### Section 1 Accommodation Facility

1. The Lodging Provider provides the Lodger with one (1) fully furnished room of the xxxx category ("Accommodation Unit" (in Czech: Pokoj)) in the building xxxx ("THE FIZZ" or "Accommodation Facility" (in Czech: Ubytovací zařízení)).
2. Floor space of the Accommodation Unit is approximately xxxx m<sup>2</sup>. A list of furniture, amenities and other equipment of the Accommodation Unit is contained in the handover protocol to be signed between the Lodging Provider and the Lodger on the date on which the Accommodation begins.
3. Provision of an Accommodation under the Accommodation Agreement ("Accommodation" (in Czech: Ubytování)) does not include space in the basement or a parking space. Parts of the property not listed here can only become the subject of the Accommodation Agreement on the basis of a separate, express agreement or a written amendment signed on behalf of both parties hereto. The right to shared use of THE FIZZ's common spaces is expressly agreed.

### Section 2 Use of the Accommodation Facility and the Accommodation Unit

1. The Accommodation Facility is in general designed as a privately operated student residence and residence for young professionals. Its use is conditional on the Lodger being a student at a university, academy or comparable educational institution or a young professional.
2. The Accommodation Unit and the Accommodation Facility may only be used in a manner consistent or compatible with its residential purpose. Any change in the intended use requires the express prior consent of the Lodging Provider and is prohibited without that consent.

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3. The Lodging Provider guarantees that the Lodger can move into the Accommodation Unit as soon as the Completion Date occurred.

## Section 3 Duration of the Accommodation Agreement

1. The Accommodation under the Accommodation Agreement is concluded for a definite period through 31 January 2021 OR 31 August 2021 starting from the Handover Date.
2. The Lodging Provider shall hand over the Accommodation Unit to the Lodger and the Lodger is obliged to take over the Accommodation Unit on the Handover Date at the earliest.
3. The Lodging Provider shall hand over the Accommodation Unit to the Lodger and the Lodger shall take over the Accommodation Unit from the Lodging Provider (the "Handover Date") within five (5) business days following the delivery to the Lodger of the Lodging Providers' notice announcing that the Completion Date occurred. As at the execution hereof the Lodging Provider expects that the Handover Date will occur on 15 September 2020; however, the Lodging Provider is entitled to unilaterally postpone the Handover Date provided that the Completion Date is postponed and such change is notified via email to the Lodger not later than two (2) weeks in advance.
4. The Lodger hereby confirms and declares that his/her primary residence is at the address set forth in the heading hereof and that the Accommodation Facility is only a temporary residence (in Czech: přechodné ubytování).

## Section 4 Price and value protection

1. The monthly fee for Accommodation in the Accommodation Unit amounts to xxxx CZK including VAT ("ALL-IN Price").
2. The ALL-IN Price includes in particular the following expenses incurred in connection with the Accommodation Unit or with general parts of the Accommodation Facility:
  - a. Operating costs and public charges.
  - b. Costs for reasonable insurance (in Czech: pojištění) of the Accommodation Facility against usual risks.
  - c. Costs incurred for the Accommodation Facility, including the Accommodation Unit, in respect of: safety and security facilities (such as fire detection, smoke extractors, video surveillance, fire extinguishers, carbon monoxide warning system), maintenance, electricity, technical inspection, intercom system, lift, heating, cooling system and water heating, property management's 24-hour emergency service, property management charges, porter service, signage system, and changing of door mats, high-speed internet, additional equipment used by the Lodger.
3. Since usual consumption of electricity is included in the ALL-IN Price, the Lodger cannot operate refrigerators, stoves, air conditioners or electric heaters of any kind in the Accommodation Unit without the Lodging Provider's written consent
4. The ALL-IN Price is calculated by the Lodging Provider for a usual consumption of consumables (such as electricity, water, etc.) and the Lodger shall pay to the Lodging Provider the additional costs associated with the use of the Accommodation Unit by the Lodger exceeding a usual consumption.
5. The Lodging Provider is entitled to pass on increases in operating costs to the Lodger in due proportion, for which a written declaration is required stating the reason for the increase and the new amount of the monthly ALL-IN Price and/or extra charge to be paid by the Lodger pursuant to paragraph 3 and/or 4 above. The increase in ALL-IN Price will take effect from the beginning of the next calendar month following the written declaration and is capped at a maximum of 10 per cent of the previous ALL-IN Price.
6. The agreed ALL-IN Price is payable in advance by direct debit from the Lodger's bank account to be performed by the Lodging Provider on the first day of each calendar month. The Lodger agrees to open a Czech bank account, unless he/she doesn't already have one, and gives permission to debit his/her bank account in favour of the Lodging Provider's bank account, monthly, with maturity specified in the previous sentence and with a financial limit of at least twice the ALL-IN Price ("Direct Debit Mandate"). The Lodger undertakes to set up the Direct Debit Mandate with his/her bank account provider not later than five (5) days after the Handover Day at the latest. The Direct Debit Mandate has to be set up for at least the time period set in Section 3 (1) of this Accommodation Agreement. The Lodger is liable to the Lodging Provider – to the extent he/she is at fault – for all reasonable costs and expenses incurred due to late payment of the ALL-IN Price. The Lodging Provider is entitled to demand statutory default interest.
7. In case the Lodger is unable, without his/her fault, to open a Czech bank account, the Lodger is entitled to make the monthly payment of the ALL-IN Price into the Lodging Provider Account by standing order payment or by monthly individual order.
8. Lodging Provider's bank account ("Lodging Provider Account") for the payment of the first monthly payment of the entire ALL-IN Price and the entire deposit (in Czech: jistota) as well as the registration fee:

Bank and Bank's address: Raiffeisenbank a.s., Hvezdova 1716/2b, 14078 Prague 4, Czech Republic

Account owner: ENTRUST s.r.o.

Account number: 523 001 3379/5500

IBAN: CZ355500000005230013379

BIC/SWIFT: RZBCCZPP.

9. The Lodger hereby declares that the Lodging Provider is entitled, but not obliged, to collect any outstanding claims – whether claims for any fees, the agreed deposit, refund of expenses or any agreed contractual penalties, etc. via the Direct Debit Mandate.

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10. The Lodger may not offset any counter-claims of the Lodger against claims of the Lodging Provider in connection with the present Accommodation Agreement, particularly claims for total interest, use fees, value protection and damages as well as claims for unjust enrichment, unless these have been established by a court or acknowledged by the Lodging Provider.
11. In the event of late payment of fees, the Lodger is liable to the Lodging Provider for the necessary costs of appropriate out-of-court recovery and debt collection measures, provided these are proportionate to the claim being pursued.

## Section 5

### Maintenance, servicing and repair obligations

1. The Lodging Provider is obliged to maintain the Accommodation Unit and the general parts of the Accommodation Facility, only to the extent of what is possible, economically affordable and reasonable, in a condition that allows simple use within the meaning of Section 2205 (b) of the Civil Code for the purposes of the Accommodation Agreement (referred to as the "Core Scope of Maintenance"). Hence, the Lodging Provider is only obliged to remedy defects that conflict with the usability of the Accommodation Unit for simple residential purposes. The Lodging Provider's maintenance obligation in this respect is entirely nullified if simple usability is thwarted through fault of the Lodger or persons associated with the Lodger.
2. If work within the Lodging Provider's Core Scope of Maintenance – particularly the repair of serious damage to the Accommodation Facility – becomes necessary, the Lodger is obliged to notify the Lodging Provider without delay, otherwise he/she will be liable for the damage.
3. The Lodger is responsible for all maintenance work beyond the Core Scope of Maintenance and shall keep the Accommodation Unit in good order and condition. It is therefore expressly understood that, except for the Core Scope of Maintenance inside the Accommodation Unit, the maintenance obligation rests entirely with the Lodger. The Lodger is therefore obliged to maintain the Accommodation Unit itself, with all pipes and cables, installations and equipment inside the Accommodation Unit, in a good state of repair, to maintain it regularly and professionally and to have all damage occurring within the property rectified by authorized professional. In general, the Lodger is obliged to treat the Accommodation Unit with due care, including the furnishings within the Accommodation Unit, and to return them in the same good condition at the end of the Accommodation, taking into account normal wear and tear.
4. If the Lodger does not comply with the maintenance and repair obligations defined in paragraph 3 of this section 5, the Lodging Provider may, after having a request for compliance along with a deadline that is not met, arrange for the necessary work to be carried out in the Accommodation Unit at the Lodger's expense or seek judicial enforcement. Furthermore, the Lodger is liable for all damage to general parts of the Accommodation Facility incurred by the Lodging Provider due to improper treatment of the Accommodation Unit or treatment otherwise contrary to good use the Accommodation Agreement, or due to a lack of maintenance and servicing of the Accommodation Unit in accordance with paragraph 3 of this section 5, that is attributable to the Lodger, his/her visitors, persons living with him/her or persons otherwise received by him/her in the Accommodation Unit, including service providers.
5. The Lodger is obliged to replace inventory items that have become unusable due to improper use with items of the same type and quality in new condition. At the end of the Accommodation, the replacement items shall, at the Lodging Provider's discretion, either remain in the Accommodation Unit or be removed by the Lodger at his/her own expense. Lightbulb replacement is at the Lodger's expense. On vacating the property, all lightbulbs must be handed over, being of the same type and wattage in use upon moving in, and in good working order.
6. If the Accommodation Unit has a balcony or terrace, these must be kept free of weeds, and any water drains must be kept free of leaves and dirt. If there is an outside water connection, the Lodger shall ensure that it is turned off and drained at the beginning of the winter season; otherwise, he/she shall be liable for any resulting damage. At the end of the Accommodation, the Lodger must also hand back the balcony or terrace in proper condition and cleared of all movable property.
7. Multiple Lodgers are jointly and severally liable for the entire Accommodation Unit.

## Section 6

### Termination of the Accommodation Agreement

1. The Lodger may unilaterally withdraw from the Accommodation Agreement at the latest fourteen (14) days after the date this Accommodation Agreement is concluded. The Lodger is obliged to pay adequate part of the ALL-IN Price if he/she withdraws from the Accommodation Agreement after Accommodation is provided for the Lodger by the Lodging Provider.
2. The Lodger may also unilaterally withdraw from the Accommodation Agreement if:
  - a. the Completion Date does not occur by 31 January 2021 at the latest, or
  - b. the Lodger evidences and proves to the Lodging Provider by the expected Handover Date at the latest that the Lodger is not allowed to come to Prague to take over the Accommodation Unit due to the ongoing extraordinary measure(s) with respect to the pandemic of Coronavirus issued by either Czech public authority or public authority of Lodger's nationality which exclude(s) the Lodger's travel to the Czech Republic, or
  - c. the Lodger evidences and proves to the Lodging Provider by the official date of beginning of the study period at Lodger's educational institution at the latest that the beginning of the period of study at Lodger's educational institution has been postponed due to the ongoing extraordinary measure(s) with respect to the pandemic of Coronavirus issued by Czech public authority.

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3. In case of withdrawal from the Accommodation Agreement by the Lodger, withdrawal form provided by the Lodging Provider shall be sent to the following address of the Lodging Provider: International Campus GmbH, Blumenstrasse 28, D-80331 Munich, Germany.
4. Withdrawal from the Accommodation Agreement by either party after conclusion of the Accommodation Agreement is excluded, with the exceptions set in paragraph 1 and 2 above.
5. The Accommodation Agreement may be terminated by a written notice served by either party exclusively for the reasons set forth herein. The notice period is one (1) month and starts to run the day following the delivery of the notice to the addressee.
6. The Lodger may terminate the Accommodation Agreement for the following reasons:
  - a. If the Lodging Provider commits a particularly serious breach of its duties, thereby causing significant harm to the Lodger, and/or
  - b. If the Accommodation Unit ceases to exist during the period of accommodation and/or
  - c. If the Accommodation Unit becomes unusable for the usual purpose for reasons not attributable to the Lodger.
7. In case of termination of the Accommodation Agreement by the Lodger, a notice of termination shall be sent to the following address of the Lodging Provider: International Campus GmbH, Blumenstrasse 28, D-80331 Munich, Germany.
8. The Lodging Provider may terminate the Accommodation Agreement for the following reasons:
  - a. If the Lodger is in delay with the payment of any fee due to the Lodging Provider in accordance hereof and fails to remedy such breach within additional period of five (5) days following the delivery of the Lodging Provider's notice and/or
  - b. If the Lodger does not prove to the Lodging Provider the existence of the personal liability insurance in accordance with the Section 7 (9) of the Accommodation Agreement and/or
  - c. If the Lodger sublets the Accommodation Unit to another person without due authorization, or in the event the Lodger is under criminal prosecution and/or
  - d. If the Lodger commits a particularly serious breach of his/her duties, thereby causing significant harm to the Lodging provider and/or
  - e. If the Lodger changes the Accommodation Unit without the Lodging Provider's consent and fails to restore the Accommodation Unit, at the request of the Lodging Provider, to its original state and/or
  - f. If the Lodger uses the Accommodation Unit in a way that it is becoming worn beyond reasonable extent given the circumstances or there is a risk of destruction of the Accommodation Unit and does not ensure remedy within reasonable time limit set in the Lodging Provider's written notice.
9. The Accommodation Agreement has been concluded on the express understanding between the parties that this contractual relationship may also be terminated without notice by the Lodging Provider if the Lodger repeatedly (after at least one (1) written warning) violates House Rules, which constitute an integral part of the Accommodation Agreement, or principles of morality.
10. The Lodging Provider is entitled to terminate the Accommodation Agreement without notice in case the Lodger is found possessing or using any illegal drug in any quantity.
11. The parties hereby agree that Section 2230 (1) of the Civil Code does not apply to the Accommodation Agreement.

## **Section 7**

### **Other rights and obligations of the parties**

1. The Lodger has the right to use the premises and services provided under the Accommodation Agreement. The Lodger understands that he/she may have to share the Accommodation Unit with another lodger chosen by Lodging Provider. The Lodger is obliged to respect and must avoid disturbing the rights of another lodger accommodated in the same Accommodation Unit.
2. Notwithstanding and without limitation to any other rights of the Lodging Provider sanctioning breach of the House Rules or the Lodger's statutory obligations by the Lodger the Lodging Provider is entitled to change, at its discretion, the Lodger's Accommodation Unit in the event the Lodger compromises, restricts or in any other way makes difficult or impossible the performance of rights of another lodger accommodated in the same Accommodation Unit, or if the Lodger violates the House Rules or any other Lodger's obligation under the Accommodation Agreement, subject to availability of a substitute accommodation unit and payment by the Lodger of a service fee of CZK xxx.
3. The Lodger may not carry out structural alterations, particularly fixtures, conversions, installations or similar, without the Lodging Provider's written consent. At the end of the Accommodation, the Lodger shall, at the Lodging Provider's discretion, either remove such fixtures, conversions, installations or similar, before the Accommodation Unit is handed back, or leave them in the Accommodation Unit without reimbursement of costs. For security reasons, the Lodger is in all cases prohibited from installing his/her own locks or lock cylinders in the door to the Accommodation Unit. It is not permitted to erect outdoor aerials outside the Accommodation Unit. Outdoor aerials erected without the Lodging Provider's written consent must be removed by the Lodger at his/her own expense, restoring the Accommodation Unit to its former condition.
4. Neither the Accommodation Unit nor other parts of the Accommodation Facility are equipped with television or radio devices. The Lodger shall register his or her television and radio equipment used in the Accommodation Facility, pay public charges and bear all costs in this regard.

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5. The Lodger shall allow the temporary use and modification of his/her Accommodation Unit, if necessary or expedient, in order to carry out maintenance or improvement work (modification or construction work) on general parts of the Accommodation Facility or to repair serious damage to the Accommodation Facility in the Lodger's or other residential or business premises and, furthermore, if and to the extent that such encroachment on his/her Accommodation rights is necessary or expedient in order to eliminate a health hazard emanating from the Accommodation Unit or Accommodation Facility, or to carry out modifications (improvements) in another Accommodation Unit or Accommodation Facility, or to add further storeys or extend the Accommodation Facility, taking reasonable account of the interests of all those concerned. Components, fixtures or devices which must be accessible for purposes of inspection, cleaning, maintenance or repair, such as chimney doors, water stopcocks, gas or electricity meters, heat meters, radiators, supply and disposal pipes, etc., must be kept accessible by the Lodger or, if necessary, made accessible at his/her expense.
6. The Lodger shall permit the Lodging Provider or persons appointed by the Lodging Provider to enter the Accommodation Unit for good reason and shall make the Accommodation Unit accessible at reasonable times after prior notification to the Lodger. If the Lodger obstructs access to the Accommodation Unit and if this results in damage to the Accommodation Unit, to other property in the Accommodation Facility or to general parts of the Accommodation Facility, the Lodger will be liable for the resulting costs and damage to the extent he/she is at fault. In the event of cancellation and provision of the Accommodation Unit to another person, or where the intention is to sell the Accommodation Unit, the Lodger shall allow viewings of the Accommodation Unit at reasonable times. If the Lodger is absent for one (1) week, the keys of the Accommodation Unit are to be made readily accessible and the Lodger has to notify the Lodging Provider of his or her absence in writing; otherwise, the Lodging Provider may, in urgent cases, have the Accommodation Unit opened at the Lodger's expense.
7. Having due regard for all the other residents and the Lodger's responsibility, and in the interest of orderly management of the Accommodation Facility and the residents' Accommodation Units, the keeping of animals is expressly prohibited. This takes into account the close proximity of the Accommodation Units within the Accommodation Facility, the communal use of rooms, areas and facilities provided in this respect and the various cultural and religious affiliations of the Accommodation Facility's residents.
8. The placement and storage of movable property of any kind and the parking of vehicles and conveyances, such as bicycles, motorcycles, cars, prams, etc. outside the areas especially provided and marked for such purpose require the Lodging Provider's consent.
9. At the end of the Accommodation, the Lodger shall hand the Accommodation Unit back to the Lodging Provider swept clean and cleared of all movable property. Damages and wear that go beyond usual wear and tear or that are caused by improper use must be remedied at the Lodger's expense.
10. The Lodger is obliged to take out and maintain personal liability insurance, which includes liability for damage to the property provided by the Lodging Provider. The Lodger shall prove to the Lodging Provider the existence of the personal liability insurance not later than five (5) days after the Handover Date at the latest.

## **Section 8 House Rules**

1. The Lodger is aware of the House Rules in their latest version. They form an integral part of the Accommodation Agreement, and the Lodger expressly undertakes to observe and comply with all rules laid down therein.
2. The Lodging Provider may change the House Rules unilaterally, where necessary, for building management reasons. In this case, the Lodger is obliged to comply with the changes to the House Rules from the time they are notified.

## **Section 9 Transfer and subletting**

1. Any transfer (in Czech: postoupení), any subletting (in Czech: podnájem) or any other handover in any form whatsoever, paid or unpaid, full or partial, of the Accommodation Agreement or Accommodation Unit to third parties is not permitted without the Lodging Provider's written consent. For the avoidance of doubt, it is expressly agreed that this prohibition of transfer and subletting also includes prohibition of temporary letting via travel websites and internet portals (Airbnb, Wimdu, etc). Any breach of this contractual prohibition of transfer and subletting shall entitle the Lodging Provider to demand a contractual penalty in the amount of three (3) monthly ALL-IN Price.
2. The Lodger has the right to introduce a new potential lodger to the Lodging Provider before the end of the agreed Accommodation period. The Lodging Provider has the unrestricted right to agree to a transfer of the Accommodation Agreement or to insist on the continuation of the Accommodation Agreement with the Lodger. If the Lodging Provider agrees to the transfer of the Accommodation Agreement, the Lodger undertakes to pay the Lodging Provider a lump-sum administration fee of CZK xxx, including VAT, for such transfer of the Accommodation Agreement.
3. The Lodging Provider may, at its discretion, allow the Lodger to sublet the Accommodation Unit, upon a prior request made by the Lodger. The shortest possible subletting period is two (2) months. If the Lodging Provider agrees to let the Lodger sublet the Accommodation Unit, the Lodger undertakes to pay the Lodging Provider a lump-sum administration fee of CZK xxx, including VAT, for such subletting of the Accommodation Unit.

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4. The Lodger hereby grants its consent to any pledge, assignment, or transfer by the Lodging Provider of its rights and obligations under this Accommodation Agreement. The Lodger shall, at the request of the Lodging Provider, provide all reasonable co-operation in connection with such an pledge, assignment, or transfer, including, without limitation, the signing such documents, confirming the consent of the Lodger, as the Lodging Provider shall require, while the provision of co-operation or the signing of such documents shall not be rejected by the Lodger without serious reason.

## Section 10 Deposit

1. The Lodger undertakes to pay a deposit of two (2) All-IN Prices, as set out in Section 4 above. After the Accommodation Unit has been handed back, the Lodging Provider shall return the deposit to the Lodger as soon as possible together with interest earned thereon at the basic interest rate for overnight deposits, except to the extent the deposit has been used to repay justified claims of the Lodging Provider arising from or in connection with the Accommodation. The Lodger is not entitled to demand that the deposit be used to cover any fees under or in connection with the Accommodation Agreement. It is noted that any legal successors of the Lodging Provider shall assume the deposit with the Lodger's consent already hereby granted, with the same rights and obligations held by the legal predecessor.

## Section 11 Data protection

1. The Lodger acknowledges that his/her personal data, including in particular his/her name, telephone number, email address, physical address and bank details, will be stored and processed by the Lodging Provider for the purposes of execution of the Accommodation Agreement and the measures required in the context of the management of the Accommodation Unit and the Accommodation Facility. The Lodger expressly agrees to such data being transferred to third parties in so far as the transfer is necessary for the performance of work connected with the Accommodation Unit. The Lodger's data will be transmitted to affiliated companies, banks and other Lodging Partner's creditors and/or processors established in the EU for purposes of fulfilling the Accommodation Agreement and for internal administrative purposes.
2. The Lodger acknowledges that the general areas of the Accommodation Facility are under video surveillance to ensure the security of residents and the Lodging Provider's property and that this is in the legitimate interests of the Lodging Provider and its residents. The video surveillance is appropriately marked at the respective locations and recordings are deleted at the latest after 72 hours. The card for the security locking system handed over to the Lodger is registered in the Lodger's name for the purposes of security and internal allocation. Cards for the security locking system do not record any data about the stay, such as entering or leaving the Accommodation Facility or Accommodation Unit.
3. The Lodger has the right to information about his/her stored personal data. Under data protection laws, the Lodger also has a right to rectification or erasure of personal data, the right to demand restriction of processing, the right to object to processing, the right to data portability and the right to lodge a complaint with the data protection authority. Further information about data protection can be found in the Data Protection Statement attached to this Accommodation Agreement and also at <https://www.the-fizz.com/en/data-privacy>.

## Section 12 Final provisions

1. No verbal supplementary agreements have been made in relation to this Accommodation Agreement. Any written or verbal agreements made prior to the conclusion of this Accommodation Agreement cease to be valid upon conclusion of this Accommodation Agreement. Amendments and additions to this Accommodation Agreement have no legal validity unless made in writing. This requirement also applies to any waiver of the requirement of written form.
2. In the event that any provision of the Accommodation Agreement is null and void, the parties agree to replace the provision in question with another legally effective provision which comes economically closest to the invalid provision or which would have been agreed by the parties had they been aware of the nullity of the provision in question when the Agreement was signed. The remaining provisions shall remain unaffected.
3. This Accommodation Agreement is governed by Czech law to the exclusion of international conflict-of-law rules.
4. The place of jurisdiction for all disputes arising from this Agreement is the competent court for the location of the Accommodation Facility.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

**X**  
\_\_\_\_\_  
Lodger

\_\_\_\_\_  
Lodging Provider