

# Accommodation

**Accommodation contract** can be perceived as something like a **temporary rent** in a facility such as **hotels, hostels, lodgings**, etc. Accommodation is only **temporary!** In the accommodation contract, which can be concluded in oral form (oral contract), must be at least agreement in **place** where the accommodation is provided, a **period** for which the accommodation is provided (term of accommodation) and a **price** (accommodation fee) for the accommodation and services, which the Accommodated Person pays in term agreed in the rules and regulations of the accommodation.

## Rights and Obligations of Contracting Parties

- The Accommodated Person has the right to use the space reserved for accommodation, including common premises and to use the standard services connected with accommodation. The Accommodated Person may not, without the consent of Accommodation Provider, perform substantive changes to the accommodation facility.
- The Accommodation Provider is obligated to hand over the accommodation establishments to the Accommodated Person in a condition suitable for proper use and to provide undisturbed conditions for exercising one's rights attached to the accommodation.

These fundamental rights and obligations are prescribed by law. However, other rights and obligations are specified in **Accommodation Rules published mostly in conspicuous places in accommodation facility and you should read it. If it is published like that, you cannot plead ignorance!**

## Storage

**Did you know that if you so request the Accommodation Provider has to take possession from you of money, jewellery or valuable items?** The Accommodation Provider is not required to take possession into storage of dangerous items, or of items incommensurate for the accommodation facility in value or extent. In case that any damages incur to items which the Accommodation Provider has taken possession of into storage, **the Accommodation Provider is obligated to provide full compensation for the damage, loss or destruction of these items!**

## Damage and Responsibilities for Items Brought

The Accommodation Provider is obligated to compensate the damage incurred to items brought to or placed by the Accommodated Person in the Accommodation Area, a thing brought for the Accommodated Person or a thing which the Accommodation Provider has taken possession of into storage. This obligation **shall not apply to live animals and cars including things in the car** unless the Accommodation Provider has taken possession of them into storage. **The Accommodation Provider compensates the damage up to hundred times the price of accommodation per day! You shall apply the right to compensation without undue delay no later than 15days** from noticing! If the Accommodation Provider can exempt from compensation if he/she proves that the damage was inevitable or caused by the Accommodated Person or his/her company!

The Accommodation Provider is obligated to provide **full compensation for the damage** if he/she **has taken possession of the item, unlawfully refused to take possession of the item or if the Accommodation Provider or his/her employees incurred the damage.** In case of intentional damage, you shall act upon general arrangements of the limitation period, i.e. you have ten or in fact even fifteen years. Considering the difficulty of proving something after a long time it is recommended to claim your compensation as soon as possible.

## Termination of Accommodation

You can terminate the Accommodation Contract anytime, even before the expiration of the accommodation period. However, if the Accommodation Provider can prove so, the Accommodated Person is responsible for damage incurred by the Accommodation Provider due to premature termination of accommodation by the Accommodated Person if the Accommodation Provider wasn't able to prevent the damage. Such damage is typically the lost profit of the Accommodation Provider.

*Information is processed according to the law valid from 1. 7. 2015, assuming that the Buyer is a Consumer.*

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