

APPROVED BY:
Order No. SRD-20/21-054
of 6 October 2020
by the Rector of VMU

TERMS AND CONDITIONS FOR ACCOMMODATION IN GUEST ROOMS OF THE DORMITORIES OF VYTAUTAS MAGNUS UNIVERSITY

I. GENERAL PROVISIONS

1. Terms and Conditions for Accommodation in Guest Rooms of the Dormitories (hereinafter – Terms and Conditions) of Vytautas Magnus University (hereinafter University) determines the procedure, terms and conditions which shall be read and agreed to comply with by a person while reserving the guest rooms, paying for it and being accommodated in it.
2. The terms and abbreviations used in these Terms and Conditions:
Person is a person to whom University has granted a right to reserve guest room in the dormitory;
Period of Reservation is a period, for which the Person has reserved a specific room in the dormitory or the Place of Residence, which is designed for accommodation of the Guests;
Accommodation Fee is a fee determined by the University, which shall be payable by persons for the Place of Residence or the guest room, and which should be differentiated according to the status of the Guest (student, employee, others) and Period of Reservation;
Resident is a person, who have agreed with these Terms and Conditions for Accommodation, committed to comply with it and be accommodated in the reserved room or Place of Residence;
Place of Residence is a place of accommodation with 1 (one) bed and personal space in the room, that is shared by other Residents at the University's dormitory, that was allocated to the Resident under the Terms and Conditions for Accommodation;
Room Designed for Guests' Accommodation is a room at the dormitory of the University, designed for Guests' accommodation and which was allocated to the Person based on his / her agreement on Terms and Conditions for Accommodation.

II. RESERVATION, CANCELLATION AND PAYMENT OF THE GUEST ROOM

3. Room Designed for Guests' Accommodation can be reserved and paid by Persons referred below, in the following order:
 - 3.1. By students, who are not living in the dormitories and who wish to be accommodated in the dormitory Rooms Designed for Guests' Accommodation for a period shorter than 30 (thirty) days. They must pay accommodation fees for a Period of Reservation in 5 (five) working days after submitting the reservation, but no later than 2 (two) working days before the arrival, otherwise reservation is being cancelled;
 - 3.2. By employees of the University, who wish to be accommodated in the dormitory Rooms Designed for Guests' Accommodation for up to 2 (two) months or more:
 - 3.2.1. Employees, who are accommodated for a period up to 2 (two) calendar months, must pay accommodation fees for the entire Period of Reservation in 5 (five) working days after submitting the reservation, but no later than 2 (two) working days before the arrival, otherwise reservation is being cancelled;
 - 3.2.2. Employees, who are accommodated for a period longer than 2 (two) calendar months, shall pay accommodation fees before the 15 (fifteenth) calendar day of

each month, by following the procedure which is specified in <http://accommodation.vdu.lt/>. In case of failure to pay the fees by the end of a current month, reservation could be unilaterally cancelled and Person shall immediately move-out of the dormitory;

- 3.3. Guests of the University, who, by approval of the University, are accommodated in the dormitory, shall pay their accommodation fees by following same procedure as the Employees of the University.
4. Rooms Designed for Guests' Accommodation may also be reserved and paid by a department of the University or other natural or legal persons, in accordance with the procedure determined in the section 3 of the Terms and Conditions for Accommodation.
5. Persons, who are reserving a Room or Place of Residence Designed for Guests' Accommodation, may cancel or change their reservation by themselves until it is confirmed by a Department of the University, administering Rooms Designed for Guests' Accommodation. In case of failure to move into the reserved Room or Place of Residence and not cancelling the reservation at least 2 (two) working days before the intended arrival date, Person shall pay a non-refundable fee for a first reservation day for a reserved Room or Place of Residence.
6. Person shall move into the Room Designed for Guests' Accommodation on the first day of reservation. Period of Reservation remains unchanged and fees are calculated for the entire period of reservation in case of late moving into or leaving earlier than expected.
7. At the end of reservation period Resident shall move out of the Room Designed for Guests' Accommodation; leave it clean and tidy on the last day of reservation; pay all of the fees for accommodation; complete check-out and settlement with a responsible officer of the University's (Dormitory's) administration; return lend property and remove all of the personal belongings out of the room, otherwise University keeps a right to take it for utilisation and the transportation and (or) utilisation expenses may be attributed to the Resident who shall pay it in accordance with the procedure determined by the University.
8. At the end of reservation period or upon its premature termination, when Resident is not moving out of the dormitory during the period set in these Terms and Conditions for Accommodation, Resident shall pay a daily penalty fee, which is 10 (ten) times bigger than the previous daily fee set during the reservation, for every late day after the due date. University has the right to address law enforcement authorities for forced eviction and after 30 (thirty) calendar days – a court of law, if within 14 calendar days Resident does not move out, does not vacate or transfer the Place of Residence to the responsible officer of the University (Dormitory).
9. University may provide additionally charged services related to accommodation in the dormitory.

III. PROCEDURE FOR MOVING IN AND OUT OF THE DORMITORY

10. When moving into the reserved Place of Residence or Room Designed for Guests' Accommodation, Person must have received reservation confirmation, sent by a responsible department of the University.
11. Person must pay University-set fees for accommodation for a period of reservation, in accordance with the procedures that are determined in these Terms and Conditions for Accommodation. This fee includes all expenses related to exploitation of the room as well as a fee for a provided set of beddings (pillow, blanket, covers and towel).
12. Person shall move into the reserved Room Designed for Guests' Accommodation from 2 p.m. (14:00 o'clock) and move out until 12 p.m (12:00 o'clock) and present document that proves one's identity.

13. When being accommodated in the Room, designed for Guests' Accommodation, person is obliged to:
 - 13.1. make sure that it is clean and tidy, that the University's individual usage inventory and equipment which is granted for the Resident for the period of residence is undamaged, is functioning properly and is in a condition for safe operation. In case of any observed compliance failure the Resident shall notify the University (Dormitory) administration. All of the complaints on the cleanliness of the Place of Residence, damage or malfunctioning will not be accepted later than 24 hours after moving into the dormitory;
 - 13.2. use a Room or a Place of Residence, Designed for Guests' Accommodation only for a purpose of residence for the entire period of the reservation; keep room maintained; protect equipment and property of the University located in residential and common-use areas; strictly comply with fire safety requirements, as well as other legal acts and rules related to the exploitation of the residential and common-use areas, thus ensuring that the condition of the objects within the residential and common-use areas during the check-out of the Dormitory would meet conditions that were present when it was provided to the Resident for his / her use;
 - 13.3. Resident shall pay the penalty which equals forfeit defined by the Rector's order in case he / she breaches the obligations specified in the Terms and Conditions for Accommodation and shall compensate the damage caused due to violation, non-compliance or inappropriate compliance with the obligations. The Resident shall also compensate the damage to the third party if the damage is caused to the residential or common areas of the Dormitory and (or) to the property which is located in it and in case it occurred due to the fault or negligence of the Resident or his / her guest;
 - 13.4. The Resident shall not arbitrarily accommodate unauthorised persons in the Place of Residence or Room designed for Guests' accommodation; shall not transfer University's property or otherwise allow it to be used by the third-parties; shall not subcontract, sublet or use the Guest Rooms or Place of Residence for any purpose other than accommodation.
 - 13.5. If the Person reserving a dormitory room wishes to be accommodated with another person (persons), he / she shall take full responsibility for their behaviour and to familiarise the Guest with these Terms and Conditions for Accommodation and Internal Rules of the Dormitory of the University.
14. The University has the right:
 - 14.1. To impose penalties and require payment of the forfeit for non-compliance or inappropriate compliance with the obligations, require compensation for the damage caused by the Resident and (or) refuse to confirm Guest Room reservations until the debt is fully paid;
 - 14.2. After a prior notification, in case of reconstructing, renovating or restructuring the dormitory; for a rational management of the premises; to achieve energy savings; to develop utilities; in case of conflicts between residents; or to ensure the compliance of hygiene standards; University has a right to move the Resident from one room to another or from one dormitory to another or otherwise provide accommodation not only in the dormitory rooms, that are designed for Guests' Accommodation, when these facilities would correspond or be similar to a reserved Room or Place of residence;
 - 14.3. After a prior notification to the Resident, to unilaterally change rate of accommodation fees and any other fees or conditions related to accommodation;

- 14.4. To cancel a confirmed reservation of a Guest room, by notifying Person who has reserved a Guest Room, in advance, but no later than 2 (two) working days before the reservation period;
- 14.5. Restrict reservation options for a Person in order to ensure conditions and possibilities for accommodation of target groups as well as for individual guests.
15. Obligations of the University:
 - 15.1. To provide clean and tidy Place of Residence and beddings to the Resident;
 - 15.2. To provide assets for the use of a Resident, under the conditions and terms that are determined by these Terms and Conditions for Accommodation;
 - 15.3. To remove inventory faults and ensure the operation of engineering systems and other equipment, after timely report of the Resident;
 - 15.4. To take care of comfortable life, study and resting conditions as well as the suitable environment for the Resident.

V. FINAL PROVISIONS

16. Terms and Conditions for accommodation shall enter into force from the moment, when reservation is being confirmed by a Department of the University administering Rooms Designed for Guests' Accommodation and shall be valid until the end of reservation period, set by the Person, or until the day of termination of Terms and Conditions for Accommodation.
17. All changes, amendments and annexes of these Terms and Conditions for Accommodation are inseparable parts of the Terms and Conditions for Accommodation and enters into force from the date of familiarisation with it and commitment to comply with it.
18. The Terms and Conditions for Accommodation shall be concluded and interpreted under the law of the Republic of Lithuania.
19. If the Terms and Conditions for Accommodation and publicly announced internal legal acts of the University regulate the same practices differently, higher power belongs to the provisions of the publicly announced internal legal acts of the University.
20. Any dispute arising in connection with the Terms and Conditions for Accommodation or in relation to it is resolved in the local court of the University headquarters following the procedures established by the law of the Republic of Lithuania, unless it is resolved in 14 (fourteen) calendar days in negotiation after one of the Parties makes a claim.
21. Upon an agreement with the Terms and Conditions for Accommodation Resident confirms that he / she is familiar with the Internal Rules of the Dormitories of Vytautas Magnus University and undertakes to comply with it.
22. By the Terms and Conditions for Accommodation Person shall be informed that:
 - 22.1. for the security of property and persons as well as for the maintenance of public order, Resident would be under video-surveillance in the territory and common-use areas of the Dormitory;
 - 22.2. for the purpose of providing and administering accommodation services, personal data presented by the Person when reserving a Room, would be processed at Vytautas Magnus university (code 111950396, address: K. Donelaičio g. 58, 44248, Kaunas) in accordance with the legislation of the Republic of Lithuania.
23. By reading the Terms and Conditions for Accommodation Person confirms that he / she has read it, understood its content and consequences.

I have read the Terms and Conditions for Accommodation and agree to comply with the provisions
