

UNIVERSITY OF PARDUBICE	
Directive 6/2023	
Subject matter:	Rules for the provision of the University of Pardubice Physical Education Complex for use outside of classes
Applicable to:	employees, students at the University of Pardubice and other users of the University of Pardubice physical education complex
Effective from:	15 January 2024
Reference No.:	OPO/0012/23
Drafted by:	Petra Lorencová, Mgr. Petr Mlateček, Mgr. Jan Němec, Department of Physical Education and Sports
Submitted by:	Mgr. Jan Němec, Head of the Department of Physical Education and Sports
Approved by:	doc. Mgr. Pavel Panoch, Ph.D., Vice-Rector for Education and Quality

Article 1

Introductory provisions

1. This Directive regulates the principles of providing the University of Pardubice Physical Education Complex ("University Physical Education Complex") for use outside of classes.
2. The University Physical Education Complex includes the gymnasium building – gymnasiums T1 and T2, gymnasium gallery T2, aerobic hall, corridors, sanitary facilities, and outdoor sports facilities – multifunctional playground, tennis court, clay court and beach volleyball courts. The University Physical Education Complex is used by students, university staff, athletes, and the general public for recreational, training, competitive sporting activities ("User"). In addition, the University Physical Education Complex is used for sporting and other events. An indicative map of the University Physical Education Complex is attached as Annex 1 to this Directive.
3. The Directive sets out the rights and obligations of the User when leasing and using the leased premises of the University Physical Education Complex or when providing a service.
4. The Directive also sets out the prices for lease and services and the terms of payment. The amount of lease and payment for services is set out in the Price List for the use of the University Physical Education Complex ("Price List") specified in Annex 3 to this Directive.
5. The right to use the University Physical Education Complex arises on the basis of an agreement by which the University of Pardubice ("University") transfers the premises of the University Physical Education Complex or a part thereof to the User for temporary use in return for a lease fee. The transfer of the University Physical Education Complex to the User may be, depending on the circumstances, the provision of services closely related to sports or a lease. Whether the temporary use of the space provided is a lease under a special law¹ or the provision of a service can be determined solely on the basis of the context of the use and the person of the User.

¹ Section 2201 et seq. of Act 89/2012 Sb., Civil Code, as amended.

6. The University Physical Education Complex is the property of the University. The lease or provision of a service closely related to sports ("right of use") is provided by the University's Department of Physical Education and Sports ("DPES").

Article 2 Definitions

1. For the purposes of this Directive, a **lease** means the provision of specified premises of the University Physical Education Complex, including the reasonable use of changing rooms and sanitary facilities, to a lessee, which may be a natural or legal person, on the basis of a written lease agreement. The lessee shall have the right to exclude or allow other persons to enter the leased premises. No one other than the lessee, its members and persons authorised by it may use the leased premises, including the changing rooms and sanitary facilities. This is a temporary grant of the right to use the defined premises to the User in return for a lease fee and with the exclusion of granting the same right to other persons (the lease is the granting of the premises e.g. for the organisation of tournaments, competitions).

2. For the purposes of this Directive, the **provision of a service** means the provision of the sports facilities of the complex – gymnasiums T1 and T2, the gallery of gymnasium T2, the aerobic hall and the outdoor sports facilities – multifunctional playground, tennis court, clay court and beach volleyball courts, including changing rooms, corridors, sanitary facilities for the use of the premises only by persons practicing sports, with the proviso that the entire premises of the University Physical Education Complex may be provided for the use of other users for a fee (a service is e.g. rental for the purpose of training, matches, sports seminars, etc.).

Article 3 Subject of lease, provision of services

1. The subject of the right to use the gyms are the premises of gyms T1 and T2, the gallery of gym T2, the aerobic hall, the gym, the corridors, and the sanitary facilities. The gyms include sports equipment (nets, net stands, and goals).

2. The subject of the right to use outdoor sports facilities is a multifunctional playground, tennis court, clay court, beach volleyball courts, changing rooms and sanitary facilities. The sports facilities include sports equipment (nets, net stands, and goals).

Article 4 Ordering the premises of the University Physical Education Complex, provision of services

1. Orders relating to the lease of the University Physical Education Complex premises and the provision of services are collected, recorded, and processed by the DPES.

2. The head of the DPES may, on a case-by-case basis, delegate the supervision, organisation and dealing with the User to a DPES employee ("authorised employee").

3. The User shall apply his/her requirements for the use of the University Physical Education Complex and the provision of services online in the reservation system on the DPES website or by means of a duly filled in Order Form for the use of the University of Pardubice Physical Education Complex (hereinafter referred to as the "Order Form"), which is attached as Annex 2 to this Directive and by delivering it to DPES no later than 1 working day before the start of the agreed period of use. The order form may also be sent in electronic form to kts@upce.cz.

4. In case the reservation was made via the order form, the authorised DPES employee will forward the invoicing document to the Finance and Accounting Centre upon termination of the right to use the University Physical Education Complex premises or the provision of the service.

Article 5

Conditions of use of the University Physical Education Complex

1. The period of use begins and ends at the agreed time. Any preparation and cleaning of the sports equipment is included in the period of use.

2. The User is obliged to familiarise themselves with the condition of the provided premises before starting to use them. Later complaints shall not be taken into account.

3. The University shall not be liable for any damage or injury caused to third parties in the premises provided, unless caused by the University or persons carrying out activities for the University.

4. The User shall be fully liable to the University for damages caused by the activities of all persons involved in any equipment and shall pay all costs associated therewith².

5. The User undertakes that all participating athletes will use only clean footwear designed for indoor sports in the T1 and T2 gymnasiums. Accompanying persons and spectators will use shoe covers or clean indoor shoes. In the event of soiling or damage to the floor, the User shall pay the full cost of cleaning or repairing the floor.

6. The User undertakes that all participating athletes will use only clean footwear intended for indoor sports on the multifunctional playground and tennis court. In the event of soiling or damage to the surface, the User shall pay the full cost of cleaning or repairing the surface.

7. Only footwear designed for this purpose must be used on the clay court. It is forbidden to enter the T1 and T2 gymnasium building in shoes soiled by the clay court.

8. The User prepares the necessary sports or other equipment themselves and is responsible for its return to the authorised place after the end of the activity.

² Section 2909 et seq. of Act No. 89/2012 Sb., Civil Code, as amended.

9. The User undertakes to use only the premises provided for use or premises related thereto.
10. In the case of using sports facilities not included in the agreed scope of use, the User will be charged the price for the use of these sports facilities according to the valid Price List.
11. In the event of exceeding the agreed period of use, the User will be charged for each additional and commenced hour in full according to the valid Price List.
12. The User may unilaterally cancel a confirmed order in writing, electronically at the DPES address or in the online booking system no later than 1 calendar day before the event, in the case of a tournament no later than 3 working days before the event. Thereafter, it will no longer be possible to cancel the order and the User will be charged the price according to the valid Price List.
13. DPES may exceptionally, in justified cases, withdraw from the lease agreement and shall immediately notify the User of this fact in writing.
14. The User may use the University's car park by prior arrangement with an authorised DPES staff member.
15. The User may only place advertising in the area of the Physical Education Complex during his/her events with the consent of an authorised DPES employee. The method of placing the advertising shall be decided after mutual consultation.
16. The User may provide commercial services unrelated to sporting activities (e.g. sale of refreshments, collection of admission fees, etc.) during the period of use only with the consent of an authorised DPES employee at designated places. It is strictly prohibited to provide refreshments directly in the area of the sports facilities, violation of the prohibition is a serious breach of agreement on the part of the User.
17. The User is obliged to familiarise themselves with the Operating Regulations of the University of Pardubice Physical Education Complex³.
18. The User is fully responsible for damage, destruction, theft, or any other deterioration of the University's property located in the premises.
19. The User is fully liable to the University for damages caused by them to the premises used by them, by persons authorised by them or by other persons related to them. The User shall also be liable for damage caused by third parties staying in the premises used with the User's knowledge or consent. This provision is without prejudice to the University's right to compensation for damages within the meaning of generally applicable law.

³ University of Pardubice Directive 4/2023 Operating Regulations of the University of Pardubice Physical Education Complex.

20. The lessor shall not be liable for loss or damage to items or equipment owned by the User or third parties staying in the premises used unless the loss or damage was caused by the University itself or by persons performing activities for the University.

21. The User is obliged to use only equipment approved for operation in the Czech Republic during the period of use and is obliged to pay for damages caused by the connection of the equipment installed by the User. The University is not liable for any damage caused to the equipment used by the User.

22. In the case of productions subject to copyright, the User is responsible for compliance with specific laws⁴.

23. The User is obliged to follow the instructions of the authorised DPES employee throughout the entire period of use.

24. It is forbidden to transfer the use of the premises to other third parties.

25. Students at the University may use selected areas of the University Physical Education Complex at a discounted price. Only students may participate in events held under this discounted use. In the event that other persons attend an event held under this discounted usage, the User will be charged the normal usage price as per the Price List. The discounted usage price is set out in the Price List.

Article 6 Price and terms of payment

1. Prices for the use of the University Physical Education Complex are set out in the Price List.

2. The Price List may be updated from time to time.

3. In the case of use of the University Physical Education Complex, the User may be required to deposit a refundable sum of money to cover any damage incurred and unpaid debts related to the use of the premises. The funds deposited shall be returned to the User upon completion of the use. The amount of the deposit shall be determined by an authorised employee of DPES depending on the type of use within the range specified in the Price List.

4. VAT shall be added to the price for use at the rate specified by law⁵. Payment can be made by bank transfer to the University's account or in cash to an authorised DPES employee.

⁴ For example, Act 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended.

⁵ Act 235/2004 Sb., on Value Added Tax, as amended.

Article 7
Final provisions

1. The Directive of the University of Pardubice No. 9/2015 Rules for the provision of the University of Pardubice Physical Education Complex for use outside of classes is hereby repealed.
2. This Directive shall enter into force and take effect on 15 January 2024.

In Pardubice on 15 January 2024

prof. Ing. Libor Čapek, Ph.D.
Rector

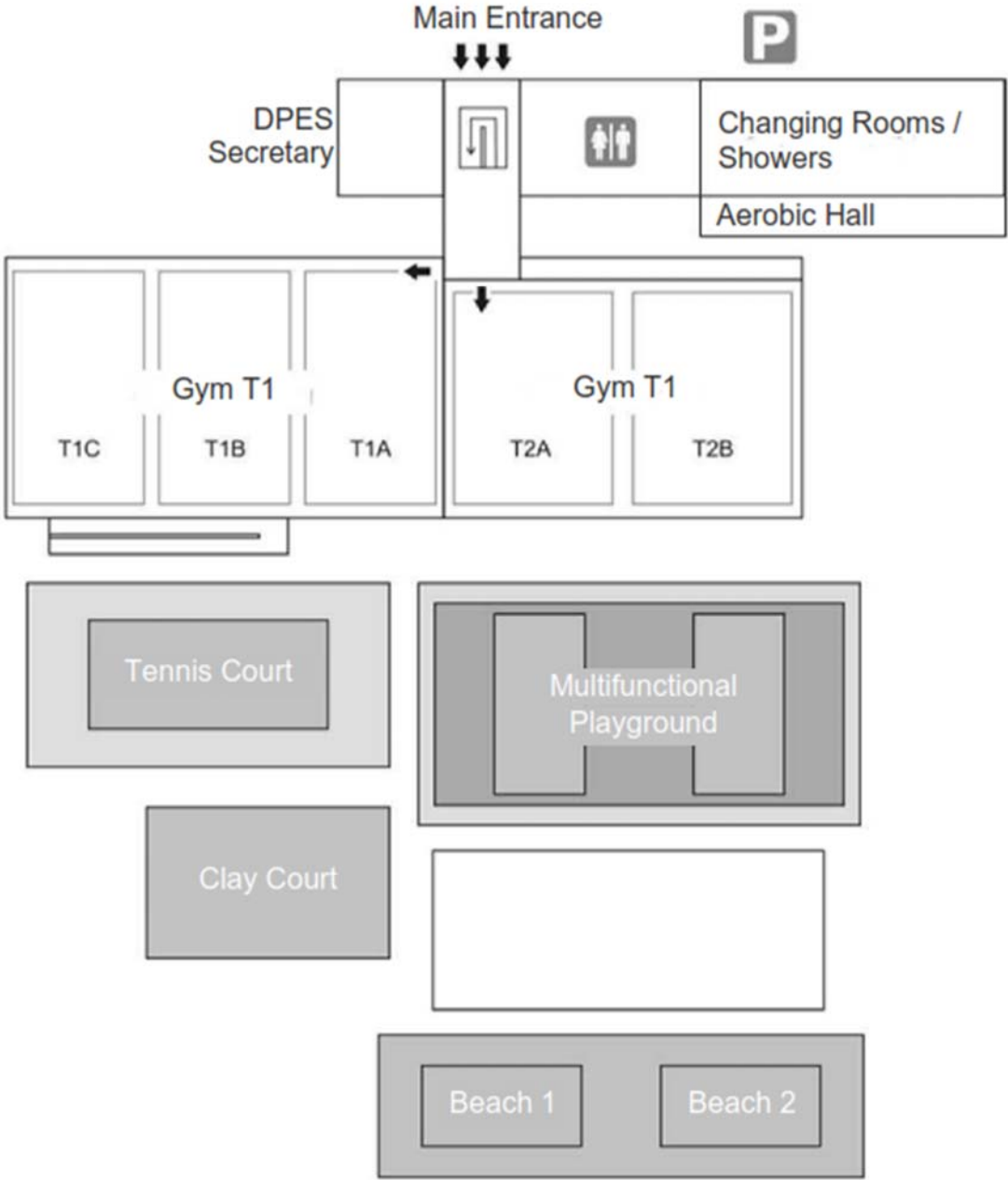
Annexes:

Annex 1 – Map of the University of Pardubice Physical Education Complex

Annex 2 – Order form for the use of the University of Pardubice Physical Education Complex

Annex 3 – Price List for the use of the University of Pardubice Physical Education Complex

MAP OF THE PHYSICAL EDUCATION COMPLEX



Annex 2 to University of Pardubice Directive 6/2023 – Rules for the provision of the University of Pardubice Physical Education Complex for use outside of classes

ORDER FORM FOR THE USE OF THE UNIVERSITY OF PARDUBICE PHYSICAL EDUCATION COMPLEX

Supplier:

University of Pardubice
Studentská 95
532 10 Pardubice
CIN: 00216275
TIN: CZ00216275

Customer (User):

Head Office/Address:

Represented by:

CIN/Date of birth:

TIN:

Name of event / sport:

Date:

Time: from to

Anticipated number of participants:

Name and surname of the responsible person/customer:

Address:

E-mail:

Phone:

Method of payment: in cash – by bank transfer

Subject of use (*tick/bold the correct option*):

Gyms:

Gym T1 whole

Gym T2 whole

Sector T1A

Sector T2A

Sector T1B

Sector T2B

Sector T1C

Aerobic Hall

Badminton – number of courts 1 2 3 different number

Outdoor sports facilities:

multifunctional playground

tennis court

clay court

beach volleyball court 1 2

Other requirements (facilities, technical support):

Legal form of the customer (*circle / bold the correct option*):

- a) A natural person (private individual).
- b) A natural person or legal entity that does not carry out sporting or physical education activities as part of its main activity.
- c) A natural person or a legal person that carries out sporting or physical education activities as its main activity.

Purpose of use (*circle/bold the correct option*):

- a) Provision of services by the University of Pardubice – closely related to sports in order to enable natural persons to participate in sports activities.
- b) Lease of the University of Pardubice premises for sporting and non-sporting purposes (e.g. sporting events associated with the collection of admission fees or the organisation of lectures and seminars).

Other arrangements:

- With this order, the Customer requests the provision of the right to use the agreed premises of the University Physical Education Complex (provision of services) or the conclusion of a lease agreement pursuant to Act 89/2012 Sb., the Civil Code, as amended.
- By their signature, the Customer confirms that they are familiar with the rules and conditions of use of the University of Pardubice Physical Education Complex outside of classes and with the Operating Regulations of the University of Pardubice Physical Education Complex. In the case of cancellation of a confirmed order of use, it is necessary to contact an authorised DPES employee at least 1 calendar day before the event, in the case of a tournament 3 working days before the event. Thereafter, it will no longer be possible to cancel the order and the Customer will be charged the price for use according to the valid Price List.
- In justified cases, the University of Pardubice may withdraw from the agreement. The User will be notified of this fact without delay.
- The Customer shall be liable for any financial damage caused by the Customer.
- The Customer is obliged to pay the price for the use of the premises and the services provided in advance, at the latest before the start of the use. In case of delay in payment, the Lessor is entitled to withdraw from the agreement.
- The University of Pardubice as the exclusive owner agrees to use the agreed premises of the Physical Education Complex of the University of Pardubice under the above conditions.

In Pardubice, on

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Signature of the Customer's responsible person:

Department of Physical Education and Sports, University of Pardubice, Studentská 92, 532 10 Pardubice, phone 466 036 279, email kts@upce.cz, IČ: 00216275

Annex 3 to University of Pardubice Directive 6/2023 – Rules for the provision of the University of Pardubice Physical Education Complex for use outside of classes

PRICE LIST FOR THE USE OF THE UNIVERSITY OF PARDUBICE PHYSICAL EDUCATION COMPLEX

	Price	Discounted price for university students
Badminton court	180 CZK/hour	150 CZK/hour
Large gym T1	800 CZK/hour	800 CZK/hour
Small gym T2	600 CZK/hour	600 CZK/hour
Sector in T1 and T2	350 CZK/hour	350 CZK/hour
Outdoor multifunctional playground	200 CZK/hour	150 CZK/hour
Outdoor tennis court	150 CZK/hour	100 CZK/hour
Outdoor clay court	150 CZK/hour	100 CZK/hour
Beach volleyball court	100 CZK/hour	80 CZK/hour
Aerobic hall	300 CZK/hour	300 CZK/hour

Note: The prices are exclusive of VAT. VAT may be charged at the current rate according to Act 235/2004 Sb., on Value Added Tax, as amended.

Events exempt from VAT:

- **Long-term lease** (continuous duration of more than 48 hours).
- **Provision of services closely related to sports** to persons engaged in sports or physical education activities (natural persons who directly participate in sports or legal persons who perform sports and physical education activities as part of their main activity – sports clubs, sports associations, etc., and who use the premises for the sport of their members).

Additional fees:

Refundable deposit	CZK 2 000 – 10 000
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