

Accommodation Agreement

(Comenius University student)

no. ser. no. (variable symbol)

concluded under §754 et seq. of Act 40/1964, the Civil Code, as amended ("Civil Code") by the parties:

Accommodation Provider:

Comenius University in Bratislava (also as "UK")

Registered office: Šafárikovo nám. č. 6, P.O.BOX 440, 814 99 Bratislava
Statutory body: prof. JUDr. Marek Števíček, PhD.
Company ID: 00 397 865
Tax ID: 202 084 5332
VAT ID: SK 202 084 5332

Comenius University unit responsible for performance of the agreement:

University Dormitory and Catering Facility at the Comenius University Jessenius Faculty of Medicine in Martin ("Dormitory and Catering Facility")

Registered office: ul. L. Novomeského 7, 036 01 Martin,
ul. P.O. Hviezdoslava 35, 036 01 Martin
Represented by: PhDr. Jana Seryjová, director
Bank details: State Treasury
Account number – IBAN: SK12 8180 0000 0070 0013 4748
BIC: SPSRSKBA
("Accommodation Provider")

and

Resident:

Name and surname:
Date of birth:
ID card / passport number:
Permanent residence:
Name of Comenius University faculty (or name of other university):
Email:
University personnel number (UOČ) Variable symbol:
Phone number:
("Resident")

the Accommodation Provider and Resident collectively as the "parties")

Art. I

Subject of the Agreement

1. Under the terms hereof, the Accommodation Provider commits to provide temporary accommodation to the Resident along with related services at the Dormitory and Catering Facility in **room number**, **block**

Art. II

Duration and Purpose of Accommodation

1. The Accommodation Provider shall provide temporary accommodation and related services to the Resident for a fixed term, specifically **from** **to** or until the end of the calendar

month in which the Resident properly ends their studies at Comenius University or another university, should such event occur first ("accommodation").

2. The purpose hereof to provide the Resident with temporary accommodation during their studies at Comenius University other another university in a given academic year.

Art. III Rights and Obligations of the Parties

1. Rights and Obligations of the Resident:

- a) Upon signature hereof, the Resident confirms that they have reviewed the provisions of the Dormitory Rules and Regulations ("Rules and Regulations") and agree to the conditions of accommodation as specified therein. The Rules and Regulations are posted in a visible and designated area for notices, and on the Accommodation Provider's website and form an integral part hereof. The Rules and Regulations stipulate the conditions of accommodation under which the Accommodation Provider provides accommodation and related services. Upon signature hereof, the Resident confirms that they have reviewed the price lists (the price list for damages, etc.) published on the Accommodation Provider's website and which form an integral part hereof.
- b) The Resident has the right to use the space reserved for their accommodation and the right to use common areas of the Dormitory and Catering Facility and to use the services provided with the accommodation, in accordance herewith and the Rules and Regulations.
- c) The Resident shall use the space reserved for them for accommodation and the services associated with accommodation properly. The Resident may not make any fundamental changes to in the space for accommodation without the Accommodation Provider's approval.
- d) The Resident may not allow a third party to use the room or any of the contents thereof.
- e) Upon signature hereof, the Resident declares that they have reviewed the introductory information for residents regarding fire protection, health and safety and commits to comply with them during their accommodation. These instructions are posted on the Accommodation Provider's website.
- f) After signature hereof, the Resident shall promptly check the contents of the room per the list of contents located in their room. The Resident shall report any missing contents or other technical or hygienic deficiencies promptly after receiving the keys to their room via email to dana.murgasova@uniba.sk
- g) The Resident shall report any change to their contact details provided in the heading hereof (address of permanent residence, email address and phone number) to the Accommodation Provider via email. If not, the Accommodation Provider is not liable for the proper identification of the contact details or for proper delivery of documents to the Resident. Comenius University students may update their contact details using the online electronic wallet (*e-peňaženka*) information system.
- h) The Resident shall protect their room keys and prevent their loss or theft.
- i) The Resident shall comply with Act 377/2004 on Protection for Non-Smokers and on amendment of certain acts, as amended ("Non-Smokers Protection Act), Comenius University Rector's Order 3/2017 on the prohibition of smoking at Comenius University and the Comenius University Jessenius Faculty of Medicine Internal Guideline 20/2015 on the Protection of Non-Smokers, as amended.
- j) The Resident commits to comply with the generally binding legal regulations and internal regulations of Comenius University and the Accommodation Provider governing health, safety, hygiene and epidemic measures, in particular those relating to the occurrence and spread of coronavirus (COVID-19 disease). The Resident declares they have reviewed all such generally binding legal regulations and internal regulations Comenius University and the Accommodation Provider, and shall review any subsequent changes thereto. The Resident shall endure the execution of the Accommodation Provider's authorisations under Article III (2)(e) herein.
- k) The Resident shall endure restrictions on the use of the accommodation in the scope necessary to complete repairs and maintenance to the Dormitory and Catering Facility.
- l) The Resident commits to refrain from using the accommodation at the Dormitory and Catering Facility if accommodation at the Dormitory and Catering Facility is suspended due to the current epidemiological situation. In such case, the Accommodation Provider is not obliged to refund

payment for accommodation or to provide any substitute temporary accommodation to the Resident.

2. Rights and Obligations of the Accommodation Provider:

- a) The Accommodation Provider shall turn the space reserved for accommodation to the Resident in a condition that is suitable for regular use and ensure the uninterrupted ability to exercise the rights associated with accommodation.
- b) The provisions of §433 to 436 of the Civil Code apply to the Accommodation Provider's liability for items brought into the accommodation by the Resident or for them. .
- c) The Accommodation Provider is authorised at any time to enter the Resident's room to check on the use of the assigned room in accordance herewith and the Rules and Regulations.
- d) The Accommodation Provider is authorised to move the Resident to another room for health, safety, hygienic, epidemiological, operational, renovation or other serious reasons, or to make more effective use of accommodation capacity.
- e) The Accommodation Provider reserves the right to condition entry to the Dormitory and Catering Facility upon presentation of a document proving immunization against COVID-19 or a current test (PCR or antigen test) or other confirmation pursuant to the requirements laid down in generally binding legislation if such action is legitimate given a poor epidemiological situation under relevant generally binding legislation aimed at fulfilling important tasks in the public interest while maintaining appropriate and specific measures to protect the rights and freedoms of the Resident. The Resident specifically agrees to this right of the Accommodation Provider.

Article IV Accommodation Price

1. The Resident shall pay the accommodation price in monthly instalments, and by the last day of the calendar month preceding the month for which the instalment is paid at the latest. The Resident shall pay the accommodation price under Comenius University Internal Regulation 8/2017 as amended. The accommodation price is set per bed (and if a bed is unoccupied in the room, then the additional price for such bed per the valid price list) and is paid for a full calendar month of accommodation, regardless of the actual number of days of accommodation in a given calendar month.
The accommodation price is set at €..... per month and the Resident shall pay the accommodation price via bank transfer to the Accommodation Provider's account specified in the heading hereof. Payment is considered paid when the correct amount is credited to the Accommodation Provider's account. Students shall use their university personnel number ("UOČ") as the variable symbol for payment. If not, payment will not be registered and will be considered not paid.
2. The Resident shall pay a deposit of €100 via bank transfer to the Accommodation Provider's account specified in the heading hereof in the following instalments: the first deposit instalment of €50 is due with payment of the accommodation price for September 2022 and the second deposit instalment of €50 is due with payment of the accommodation price for February 2023. If the Resident concludes an accommodation agreement for a term of less than 10 months, the Resident shall pay the €100 deposit to the Accommodation Provider's account specified in the heading hereof prior to moving in to their accommodation.
The university personnel number ("UOČ") must be used as the variable symbol. The balance of the deposit will be refunded to the student's account after proper return of the accommodation space, the end of accommodation, and payment of all contractual obligations to the accommodation provider (accommodation price, contractual fines, damages caused, etc.) together with the balance on their electronic wallet (*e-peňaženka*) account within 30 days of termination of accommodation via bank transfer to the Resident's account specified in their electronic wallet (*e-peňaženka*).
3. The Accommodation Provider has the right in the event of an increase in accommodation operating costs (increases in prices of services, a reduction in state budget subsidies) to unilaterally increase the price for accommodation, up to a maximum of the amount corresponding to the price increase, using the procedure pursuant to Comenius University's internal regulations. When providing accommodation, the Accommodation Provider is authorised to increase the accommodation price

and the amount of inflation as a percentage as published by the Statistical Office of the Slovak Republic for the previous calendar year per the change in the consumer price index, i.e. the inflation index.

4. The Accommodation Provider shall give notice of any increase in the accommodation price in advance via email to the email address specified in the electronic wallet (*e-peňaženka*). The Accommodation Provider shall also publish an accommodation price increase on the bulletin board at the Accommodation Provider's registered office and on its website.
5. If the accommodation price increases significantly, the Resident has the right to withdraw here from under the provisions of §48 (1) of the Civil Code. In this case, withdrawal from the agreement under Article VI (4) is not applied. If the Resident does not withdraw here from within 1 month from the date of notification of an accommodation price increase, the Resident shall be bound to the increased price and to pay such price. A significant accommodation price increase is considered an increase of at least 15%.
6. The Resident commits to begin paying any increased accommodation price for the month immediately following the month in which the Accommodation Provider gives notice of an increase under Subsection 4 herein.
7. In exceptional cases of insolvency due to the deterioration of the economic or social conditions of the Resident, the Accommodation Provider may, based on the written request of the Resident, allow a Resident to make payments of the accommodation price in accordance with Subsection 1 herein via of separately agreed instalments (agreement on debt recognition/agreement on instalments).
8. If the Resident ends their studies at Comenius University (or at a different university) or interrupts their studies at Comenius University (or at a different university), the accommodation price specified in Subsection 1 herein does not apply to the Resident from the date after the day of ending or interrupting their studies at Comenius University (or at a different university). The Accommodation Provider is authorised to define an accommodation price per the relevant accommodation price list (e.g. commercial price list) from the date after the day of ending or interrupting their studies at Comenius University (or at a different university).

Article V Contractual Fines

1. If the Resident defaults on payment of the accommodation price (any instalment or part thereof) or payment of the deposit under Article IV (1) and (2) herein, they shall pay the Accommodation Provider a contractual fine in the amount of €10 for every commenced calendar month of default. The provisions herein do not apply to the instances specified in Article IV (7) herein.
2. If the Resident violates any of their obligations hereunder or under the Rules and Regulations, the Resident shall pay a contractual fine for every individual violation hereof and the Rules and Regulations (i.e. the contractual fines accumulate) in the amounts defined herein and in the Rules and Regulations. Payment of a contractual fine does not terminate the Resident's obligations penalized through the levying of the contractual fine. The Accommodation Provider's claim for payment of contractual penalties shall be without prejudice to the Accommodation Provider's right to compensation for damage caused by the Resident to the Accommodation Provider's property based on the current price list for damages, or default interest.
3. If the Resident does not vacate the accommodation space after the end of accommodation as defined herein and in the Rules and Regulations by 11:00 on the agreed day (unless otherwise agreed), the Resident shall pay the Accommodation Provider a contractual fine under the Rules and Regulations in the amount of €100 and two-times the daily price for accommodation valid at the time of such default calculated using the actual number of days of default.
4. The Resident shall pay a contractual fine of:
 - a) €100.00 for violation of the prohibition of smoking on Dormitory and Catering Facility premises
 - b) €16.50, if their keys to the accommodation space are lost or stolen (room, entrance door),
 - c) €100 if the Resident violates health, safety, hygienic or epidemiological measures related to the incidence and spread of coronavirus (COVID-19),
 - d) other contractual fines under Article 10 of the Rules and Regulations.

5. The Resident acknowledges that their access to the Accommodation Provider's buildings may be restricted if they violate health, safety, hygienic or epidemiological measures related to the incidence and spread of coronavirus (COVID-19).

Article VI Termination of the Agreement

1. The Accommodation Provider is entitled to withdraw here from before the expiry of the agreed period of accommodation if the Resident grossly violates good manners or otherwise grossly violates their obligations hereunder or in the Rules and Regulations.
2. The Accommodation Provider is entitled to withdraw here from if the Resident does not pay the accommodation price or deposit in the amount and by the dates specified herein.
3. The Accommodation Provider is entitled to withdraw here from if the Resident provided false information on their request for accommodation or submitted falsified confirmation or documents on the basis of which they are assigned accommodation or if the Resident submitted falsified documents as required under Article III (2)(e) herein.
4. The Resident is entitled to withdraw here from prior to the end of the agreed term of accommodation but shall reimburse the Accommodation Provider caused by early cancellation of the accommodation, but only if the Accommodation Provider was unable to avoid such damage.
5. The Accommodation Provider may withdraw here from if the Resident ends their university studies at Comenius University or at another university, or interrupts their studies. The Resident shall report such fact to the Accommodation Provider within three (3) days from the end of interruption of their studies at Comenius University or at another university; if not, the Accommodation Provider is entitled to seek payment of a contractual fine defined per the valid price list.
6. The Accommodation Provider is entitled to give notice hereto with one week notice period for health, epidemiological, safety, hygienic, emergency, renovation or other serious reasons. The notice period begins on the first day after the date on which notice is delivered to the Resident.

Article VII Transitional and Final Provisions

1. Unless otherwise specified herein, all notifications or other communications related hereto ("documents") must be completed in writing and delivered to the other party via a universal mail carrier or by electronic mail (e-mail) or in person. Documents delivered in paper form shall be deemed to have been delivered on the date of receipt by the Party to whom they are addressed. In the event of non-receipt of a document by a contracting party, the document shall be deemed to have been delivered upon expiry of the period specified by the postal carrier for its receipt. The document shall also be deemed to have been delivered if the contracting party refuses to accept it. In the case of delivery by electronic mail (E-mail), the electronic mail will be sent to the e-mail address specified in the electronic wallet (*e-peňaženka*) or to the email address assigned by Comenius University or a Comenius University faculty to the Resident.
2. If the agreement is signed in person, two copies must be signed, and each party hereto shall retain one complete copy. If the agreement is concluded electronically, each party shall retain one copy of the agreement in electronic form; this has no prejudice towards the Accommodation Provider's right to request signature of a paper copy of the agreement.
3. This agreement may only be amended or extended upon agreement of the parties and in the form of written and properly numbered addenda hereto. This agreement is valid on the date of its signature by both parties and takes effect under the provisions of §47a of the Civil Code on the date after the day of its publication in the Central Register of Contracts.
4. This agreement is subject under the provisions of Act 211/2000 on Free Access to Information and on amendment of certain acts, as amended ("Free Access to Information Act") to mandatory publication in the Central Register of Contracts and the Resident acknowledges that this agreement shall be published in the Central Register of Contracts.

5. The parties agree that the rights and obligations and legal relationships established hereunder are governed by valid Slovak legislation. Any disputes hereunder shall be resolved by the competent general Slovak court.
6. If any provisions hereof become invalid or ineffective for any reason, such fact has no prejudice towards the remaining provisions hereof. Instead of an invalid or ineffective provision, a reasonable adjustment will apply, which best approximates the intent of the parties in concluding this agreement, and within the framework of the relevant body of law.
7. The parties declare they have read this agreement, understood its contents, and that it has been concluded upon mutual agreement and not under duress or otherwise clearly disadvantageous conditions, and sign below as evidence of their acceptance hereof without reservation.
8. By signing below, the Resident confirms they have reviewed the personal data processing policy published on the Accommodation Provider's website.

In Martin, dated:

.....
Accommodation Provider

.....
Resident

**Comenius University in Bratislava
University Dormitory and Catering Facility at the Comenius University Jessenius Faculty of
Medicine in Martin
L. Novomeského 7, P. O. Hviezdoslava 35, 036 01 Martin**

Resident's Declaration

The below signed

Name and surname:

Date of birth:

ID card / passport number:

Permanent residence:

Name of Comenius University faculty (or name of other university):

Email:

University personnel number (UOČ) / Variable symbol:

Phone number:

The Accommodation Provider concluded accommodation agreement no. with the Resident

with the legal standing of the Resident

- upon signature hereof, I hereby confirm that upon conclusion of the Accommodation Agreement, I was briefed on the Dormitory Rules and the provisions thereof, I acknowledge that my rights and obligations as the Resident and Comenius University in Bratislava, University Dormitory and Catering Facility at the Comenius University Jessenius Faculty of Medicine in Martin as the Accommodation Provider are governed by the Accommodation Agreement and the Dormitory Rules and I unconditionally agree to all provisions of the Agreement and the Dormitory Rules;

- upon signature hereof, I hereby confirm that temporary accommodation under the Accommodation Agreement is provided to me as the Resident for a fixed period **from** **to** in part in room no.;

- **upon signature hereof, I hereby committo** pay the accommodation price to the Accommodation Provider in monthly instalments of €..... and **deposit payments totalling €100.00.;**

- upon signature hereof, I hereby confirm that upon conclusion of the Accommodation Agreement I reviewed the currently valid Price List for Long-Term Accommodation of Students or Price List for Long-Term Accommodation of Independent Payers and Students of Private Universities and the currently valid Price List for Identified Damages;
- upon signature hereof, I hereby confirm my acceptance and willingness to comply with the Dormitory Rules, including amendment thereof;
- upon signature hereof, I hereby acknowledge that the Dormitory Rules (and amendment thereof) and the currently valid price lists for accommodation services and the Price List for Damages is posted in a visible location in the Dormitory for the posting of notices, in paper form on the bulletin board (in the administrative corridor, and at all main desks in accommodation areas, and in electronic form on the Dormitory's website in the ACCOMMODATION section;
- upon signature hereof, I hereby confirm that I have accepted the key to the room;
- upon signature hereof, I confirm I have reviewed the introductory information for residents regarding fire protection, health and safety and commits to comply with them during their accommodation;
- upon signature hereof, I confirm I have reviewed the personal data processing policy published on the Accommodation Provider's website.
- upon signature hereof, I confirm the balance of the deposit together with the balance on my electronic wallet account will be refunded within 30 days from the end of accommodation via bank transfer to the Resident's account specified in the electronic wall (*e-peňaženka*).

In Martin, dated:

Accommodation Provider's representative:

Resident: