

Accommodation Contract

(student)

concluded pursuant to Section 754 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended
(hereinafter referred to as **"the Civil Code"**) between the following parties:

Accommodation Provider:

Comenius University Bratislava (hereinafter referred to as **"CU"**)

Registered office: Šafárikovo nám. No. 6, P.O.BOX 440, 814 99 Bratislava

Statutory body: Prof. JUDr. Marek Števček, DrSc.

Company ID: 00 397 865

Tax ID: 202 084 5332

VAT ID: SK 202 084 5332

Organisational unit of Comenius University responsible for performance of the Contract:

University Dormitory and Canteen of Jessenius Faculty of Medicine CU in Martin (hereinafter referred to as **"UDaC"**)

Registered office: Street L. Novomeského 7, 036 01 Martin,

Represented by: Msc. Paula Plešková, Director

Bank connection: State Treasury

Account number - IBAN: **SK12 8180 0000 0070 0013 4748**

BIC: SPSRSKBA

(hereinafter referred to as **"the Accommodation Provider"**)

and

Accommodated Person:

Name and surname:

Date of birth:

ID card/passport number:

Permanent address:

Name of the CU faculty (or name of another higher education institution):

E-mail:

Account number - IBAN:

University Personal Number (UPN) / Variable symbol:

Telephone number:

(hereinafter referred to as **"the Accommodated Person"**)

the Accommodation Provider and the Accommodated Person (hereinafter also referred to as **"the Contracting Parties"**)

Article I

Subject-matter of the Contract

1. On the basis of this Contract, the Accommodation Provider undertakes to provide the Accommodated Person with temporary accommodation and the services associated therewith in the UDaC premises in the furnished **room number, in block** .

Article II

Accommodation period and purpose

1. The Accommodation Provider shall furnish the Accommodated Person with temporary accommodation and services associated therewith for the duration of his/her studies at Comenius University or another Slovak higher education institution, for a fixed term **from** **to**, or until the end of the calendar month in which the Accommodated

Person terminates or interrupts his/her studies at Comenius University or another Slovak higher education institution, should such circumstance occur earlier (hereinafter referred to as **"Accommodation"**).

2. The purpose of this Contract is to allow the Accommodation Provider to provide the Accommodated Person with temporary accommodation during his/her studies at Comenius University or another Slovak higher education institution during the relevant academic year.

Article III

Rights and obligations of the Contracting Parties

1. Rights and obligations of the Accommodated Person:

- a) By signing this Contract, the Accommodated Person confirms that they have familiarised themselves with the provisions of the Dormitory Regulations of the University Dormitory and Canteen (hereinafter referred to as **"the DR"**) and agrees to the terms and conditions of accommodation set out therein. The DR are published on the Accommodation Provider's website www.jfmed.uniba.sk/pracoviska/ucelove-pracoviska/vysokoskolsky-internat-a-jedalen/ and form an integral part of this Contract. The DR stipulate the terms and conditions of accommodation under which the Accommodation Provider provides accommodation and the services associated therewith. By signing this Contract, the Accommodated Person confirms that they have familiarised themselves with the price lists (the accommodation price list, the price list of compensation for damage to property caused during the accommodation, etc.), which are published on the Accommodation Provider's website www.jfmed.uniba.sk/pracoviska/ucelove-pracoviska/vysokoskolsky-internat-a-jedalen/ and form an integral part of this Contract.
- b) The Accommodated Person shall have the right to use the premises designated to them for accommodation, as well as the right to use the common areas of the University Dormitory and Canteen and to use the services associated with the accommodation, in accordance with this Contract and the DR.
- c) The Accommodated Person shall be obliged to use the premises allocated to them for accommodation, as well as the services associated therewith, properly. The Accommodated Person may not carry out any material alterations to the accommodation premises without the Accommodation Provider's consent.
- d) The Accommodated Person shall not permit any third party to use the room or its inventory, nor shall they change the locks on the doors.
- e) By signing this Contract, the Accommodated Person declares that they have familiarised themselves with the introductory fire-protection information and health and safety instructions intended for the Accommodated Persons and undertakes to comply with these instructions over the duration of the accommodation. The above instructions are published on the Accommodation Provider's website www.jfmed.uniba.sk/pracoviska/ucelove-pracoviska/vysokoskolsky-internat-a-jedalen/.
- f) The Accommodated Person shall be obliged, without delay upon taking possession of the keys to the accommodation unit/room, to inspect the inventory in accordance with the inventory list located in the accommodation unit/room. The Accommodated Person shall be obliged to report any missing furnishings items, as well as any technical or hygiene deficiencies, within two calendar days after receiving the keys to the accommodation unit/room, using the e-mail address dana.murgasova@uniba.sk.
- g) The Accommodated Person shall be obliged to promptly notify the Accommodation Provider via e-mail of any change to their contact details indicated in the heading of this Contract (bank account number, permanent residence address, e-mail address, and telephone number). In the opposite case, the Accommodation Provider shall not be liable for the correct indication of the contact details or for the proper delivery of documents to the Accommodated Person. For students of Comenius University, it is also possible to update their contact details in the E-wallet information system on the website www.moja.uniba.sk.

- h) The Accommodated Person shall be obliged to protect the entry card used for entry to the UDaC premises and the keys to the accommodation unit/room against loss or theft.
- i) The Accommodated Person shall be obliged to comply with Act No. 377/2004 Coll. on the Protection of Non-Smokers and on Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as **"the Non-Smokers Protection Act"**), Rector's Order of Comenius University No. 3/2017 on the prohibition of smoking at Comenius University, and the Internal Regulation of the Jessenius Faculty of Medicine of Comenius University No. 24/2025 — Directive on the Protection of Non-Smokers, as amended.
- j) The Accommodated Person undertakes to comply with generally binding legal regulations and the internal regulations of Comenius University and the Accommodation Provider governing health, safety, hygiene, and epidemic measures, particularly those related to the occurrence and spread of infectious diseases. The Accommodated Person further declares that, upon signing this Contract, they have familiarised themselves with the applicable generally binding legal regulations and the internal regulations of Comenius University and the Accommodation Provider, and they shall also be obliged to familiarise themselves with any subsequent amendments thereto. The Accommodated Person shall be obliged to tolerate the exercise of the Accommodation Provider's authority pursuant to Article III(2)(e) of this Contract.
- k) The Accommodated Person shall be obliged to tolerate any limitations in the use of the accommodation to the extent necessary for carrying out repairs and for maintaining the operation of the UDaC.
- l) The Accommodated Person undertakes not to use the accommodation in the UDaC if the Accommodation Provider, due to the epidemiological situation, decides to suspend accommodation in the UDaC. In such a case, the Accommodation Provider shall not be obliged to refund the accommodation price, nor shall it be obliged to provide any alternative temporary accommodation to the Accommodated Person.
- m) The Accommodated Person acknowledges that, in the event of a breach of health, hygiene, safety, or epidemic measures related to the occurrence and spread of infectious diseases, their access to the Accommodation Provider's premises may be denied.
- n) The Accommodated Person on whom a disciplinary measure has been imposed in accordance with the DR shall have the right to request in writing a review of the imposed disciplinary measure within a period of 8 calendar days from the date of its delivery. The request for review of the imposed disciplinary measure shall be submitted to the Dean of the Faculty, and the request for review of the imposed disciplinary measure shall not have suspensive effect.

2. Rights and obligations of the Accommodation Provider:

- a) The Accommodation Provider shall be obliged to deliver to the Accommodated Person the premises designated to them for accommodation in a condition fit for proper use and ensure the undisturbed exercise of the Accommodated Person's rights associated with the accommodation.
- b) The Accommodation Provider shall be liable for items brought into the accommodation premises by, or for, the Accommodated Person in accordance with the provision of Sections 433 and 436 of the Civil Code.
- c) The Accommodation Provider shall be entitled to enter the Accommodated Person's accommodation unit/room at any time for the purpose of inspecting the use of the allocated accommodation unit/room for compliance with this Contract and the DR.
- d) The Accommodation Provider shall be entitled to relocate the Accommodated Person to another room for health, safety, hygiene, epidemic, operational, reconstruction-related or other serious reasons, or for the purpose of more efficient use of the accommodation capacity.
- e) In the event of the occurrence of infectious diseases, the Accommodation Provider reserves the right to condition entry to the UDaC upon the presentation of a certificate in accordance with the requirements laid down by generally binding legal regulations, provided that the Accommodation Provider is authorised to do so in view of an adverse epidemiological situation under the applicable generally binding legal regulations aimed at fulfilling important tasks in the public interest while maintaining appropriate and specific measures to protect the rights and freedoms of the Accommodated Person. The Accommodated Person expressly agrees to this right of the Accommodation Provider.

- f) The Accommodation Provider shall have the right, in accordance with the DR, to impose a disciplinary measure on the Accommodated Person for a violation. The degree of seriousness of individual types of violations and the subsequent imposition of a disciplinary measure shall be determined on an individual basis, according to the seriousness, dangerousness, scope and consequences of the breach of obligations.
- g) The Accommodation Provider shall have the right, in accordance with the DR, to impose a disciplinary measure on the Accommodated Person for conduct that could have endangered the life, health, or safety of persons.
- h) The Accommodation Provider shall have the right to impose on the Accommodated Person any of the disciplinary measures set out in the DR, without regard to their order.

Article IV **Accommodation price**

1. The Accommodated Person shall be obliged to pay the accommodation price in monthly instalments by bank transfer to the Accommodation Provider's account indicated in the heading of this Contract. The accommodation price for the relevant calendar month is payable in advance, no later than on the 25th day of the calendar month preceding the month for which the accommodation price is being paid. The payment shall be deemed settled on the day it is credited to the Accommodation Provider's account. The accommodation price for the month of September must be paid by the Accommodated Person in accordance with Comenius University Internal Regulation No. 15/2024, as amended. The student's university personal number (hereinafter referred to as "**UPN**"), as indicated in the heading of this Contract, must be provided as the variable symbol. Otherwise, the payment will not be processed and will be deemed unpaid.

The accommodation price is set per bed and shall be payable for the entire calendar month of accommodation, regardless of the actual number of days spent in that calendar month. The accommodation price **amounts to EUR/bed/month.**

A **local accommodation tax** (municipal tax) pursuant to the generally binding regulation (hereinafter referred to as "**GBR**") of the City of Martin may apply to the Accommodated Person, and in such a case the Accommodated Person shall be obliged to pay it in the amount and scope specified by the GBR.

2. **The Accommodated Person shall be obliged to pay a security deposit in the amount of EUR 100.00 by bank transfer to the Accommodation Provider's account indicated in the heading of this Contract, in the following instalments:** the first instalment of the security deposit in the amount of EUR 50.00 by the due date for the accommodation price for September 2026, and the second instalment of the security deposit in the amount of EUR 50.00 by the due date for the accommodation price for February 2027. If the Accommodated Person concludes the Accommodation Contract for a period shorter than 10 months, the Accommodated Person shall be obliged to pay the security deposit in the amount of EUR 100.00 in a single instalment to the Accommodation Provider's account indicated in the heading of this Contract, prior to commencing the accommodation.

The UPN must be provided as the variable symbol. Upon proper vacating and handover of the accommodation unit/room at the termination of the accommodation and upon settlement of all contractual obligations towards the Accommodation Provider (accommodation price, contractual penalties, damages caused, etc.), the remaining balance of the security deposit, together with the remaining balance on the electronic wallet account, shall be refunded no later than 30 days from the date of termination of the accommodation, by bank transfer to the Accommodated Person's account indicated in the heading of this Contract or to the account updated by the Accommodated Person via the electronic wallet at www.moja.uniba.sk.

3. The Accommodation Provider shall have the right, in the event of an increase in operating costs related to the accommodation (increase in service prices, reduction of state budget subsidies), to

unilaterally increase the accommodation price, by max. the amount corresponding to the increased costs, following the procedures set out in the internal regulations of Comenius University. During the provision of accommodation, the Accommodation Provider shall be entitled to adjust the accommodation price by the percentage rate of inflation published by the Statistical Office of the Slovak Republic for the preceding calendar year, based on the development of the consumer price index, i.e., the inflation index.

4. The Accommodation Provider shall notify the Accommodated Person of any increase in the accommodation price in advance via electronic mail sent to the e-mail address indicated in the heading of this Contract. The Accommodation Provider shall publish the increase in the accommodation price on its website www.jfmed.uniba.sk/pracoviska/ucelove-pracoviska/vysokoskolsky-internat-a-jedalen/.
5. If the accommodation price is substantially increased, the Accommodated Person shall have the right to withdraw from this Contract in accordance with the provision of Section 48(1) of the Civil Code. In the above-mentioned case, the provision of Article VI(4) concerning withdrawal from this Contract shall not apply. If the Accommodated Person does not withdraw from this Contract within 1 month from the date on which the increased accommodation price was notified, the Accommodated Person shall be bound by the increased price and shall be obliged to pay it. A substantial increase in the accommodation price shall be deemed to mean an increase of at least 15%.
6. The Accommodated Person undertakes to start paying the increased accommodation price for the month immediately following the month in which the increase in the price was notified by the Accommodation Provider pursuant to paragraph 4 of this Article.
7. In exceptional cases of payment incapacity due to a deterioration in the Accommodated Person's economic or social circumstances, the Accommodation Provider may, on the basis of a written request submitted by the Accommodated Person, allow the Accommodated Person to make payments of the accommodation price pursuant to paragraph 1 of this Article on separately agreed due dates (agreement on acknowledgement of debt/instalment agreement).

Article V

Contractual penalties

1. **If the Accommodated Person is in delay with the payment of the accommodation price (any instalment or part thereof) or with the payment of the security deposit pursuant to Article IV(1) and (2) of this Contract, the Accommodated Person shall be obliged to pay the Accommodation Provider a contractual penalty of EUR 10.00 for each calendar month of delay, including any month commenced.** The provision of this paragraph shall not apply to the cases referred to in Article IV(7).
2. If the Accommodated Person breaches their obligations arising from this Contract or the DR, the Accommodated Person shall be obliged to pay a contractual penalty for each individual breach of the Contract and the DR (i.e., the contractual penalties are cumulative), namely in the amounts determined in the DR and in the valid price lists published on the Accommodation Provider's website www.jfmed.uniba.sk/pracoviska/ucelove-pracoviska/vysokoskolsky-internat-a-jedalen/. Payment of the contractual penalty does not extinguish the Accommodated Person's obligation whose breach was sanctioned by the contractual penalty. Enforcement of the Accommodation Provider's entitlement to payment of contractual penalties, as well as the payment of such penalty, shall not affect the Accommodation Provider's right to compensation for damage caused by a breach of the Accommodated Person's obligation, nor the Accommodation Provider's right to default interest.
3. If the Accommodated Person fails to vacate and hand over the accommodation unit/room upon termination of the accommodation in accordance with this Contract and the DR no later than on the termination date by 11:00 a.m. (unless otherwise agreed), the Accommodated Person shall be obliged to pay the Accommodation Provider a contractual penalty pursuant to the DR in the amount of EUR 100.00 and twice the daily accommodation price applicable at the time of the delay, calculated according to the actual number of days of delay.

Article VI

Termination of the Contract

1. The Accommodation Provider shall be entitled to withdraw from this Contract prior to the expiry of the agreed accommodation period if the Accommodated Person grossly violates good morals or otherwise grossly breaches their obligations arising from this Contract or the DR.
2. The Accommodation Provider shall be entitled to withdraw from this Contract if the Accommodated Person fails to pay the accommodation price, the accommodation tax, or the security deposit in the amount and within the deadlines stipulated in this Contract, or if the Accommodated Person does not compensate any damage caused, or does not pay any other fees/liabilities arising from the accommodation, or does not pay the contractual penalty in full within the deadline set by the Accommodation Provider.
3. The Accommodation Provider shall be entitled to withdraw from this Contract if the Accommodated Person has provided false information in their application for the allocation of accommodation or has submitted forged certificates or documents on the basis of which the accommodation was allocated to them, or if the Accommodated Person has submitted forged documents required under Article III(2)(e) of this Contract.
4. The Accommodated Person shall be entitled to withdraw from this Contract prior to the expiry of the agreed accommodation period; however, the Accommodated Person shall be obliged to compensate the Accommodation Provider for any loss incurred as a result of the early termination of the accommodation, but only to the extent that the Accommodation Provider could not have prevented such loss.
5. The Accommodation Provider shall be entitled to withdraw from this Contract if the Accommodated Person terminates his/her university studies at Comenius University or at another Slovak higher education institution, or if he/she interrupts their studies. The Accommodated Person shall be obliged to immediately notify the Accommodation Provider of these facts.
6. The Accommodation Provider shall be entitled to terminate the Contract for health, hygiene, safety, epidemic, emergency, reconstruction, or other serious reasons, with a notice period of one week. The notice period shall commence on the first day following the day on which the notice of termination was delivered to the Accommodated Person.

Article VII

Anti-corruption clause

1. The Contracting Parties undertake, in performing the subject-matter of this Contract, to strictly comply with the applicable legal regulations prohibiting the bribery of public officials and private persons, the unlawful influencing of public officials, and money laundering, and they further undertake to implement and carry out all necessary and appropriate procedures and measures aimed at preventing corruption.
2. The Accommodated Person undertakes that, in connection with the allocation, commencement, duration or termination of the accommodation, they shall not directly or indirectly offer, promise or provide any financial means, gifts, services, advantages or other benefits with the aim of unlawfully influencing the decision-making or conduct of an employee of the Accommodation Provider or any other person involved in the provision of accommodation.
3. The Accommodated Person undertakes to immediately notify the Accommodation Provider, in an appropriate manner, of any suspicion of a breach of the obligations under this part of the Contract and to fully cooperate in the thorough investigation of such suspicion.
4. Any proven corrupt conduct on the part of the Accommodated Person, or any breach of the obligations under paragraphs 1, 2, and 3 of this Article, shall be deemed a material breach of this Contract.

Article VIII
Transitional and final provisions

1. Unless stipulated otherwise herein, **all notices or other communication in connection herewith (hereinafter also referred to as "documents") must be made in writing and delivered to the other Contracting Party by a universal postal service provider, by electronic mail (e-mail), or in person.** Any documents delivered in physical (hard-copy) form shall be deemed delivered on the date on which they are received by the Contracting Party to whom they are addressed. The document shall be deemed delivered upon the expiry of the period set by the postal carrier for its collection, if the Contracting Party fails to collect it. The document shall be deemed delivered even if the Contracting Party refuses to accept it. **In the case of delivery via electronic mail (e-mail), the electronic message shall be sent to the e-mail address indicated in the heading of this Contract or to the e-mail address assigned to the Accommodated Person by Comenius University or the relevant faculty of Comenius University. If multiple e-mail addresses are indicated in the heading of the Contract, delivery to any one of them shall be sufficient. The Contracting Parties agree on a delivery fiction under which an e-mail shall be deemed delivered on the calendar day following its dispatch.**
2. The termination of this Contract shall not affect the Accommodation Provider's right to assert against the Accommodated Person any claim for the payment of a contractual penalty, compensation for damage, or any other monetary claims that arose during the term of this Contract.
3. Where this Contract is executed in handwritten form, two counterparts shall be signed, each Contracting Party receiving one counterpart. If the Contract has been concluded electronically, each Contracting Party shall retain a copy of this Contract in electronic form; this shall not affect the Accommodation Provider's right to require the execution of the Contract also in physical (hard-copy) form.
4. This Contract may be amended, supplemented, or extended by mutual consent of both Contracting Parties, in the form of written and duly numbered amendments hereto. This Contract shall be valid on the date of its signature by both Contracting Parties and, in accordance with the provision of Section 47a of the Civil Code, shall enter into effect on the day following the day of its publication in the Central Register of Contracts.
5. This Contract is, in accordance with the provisions of Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as **"the Act on Free Access to Information"**) subject to mandatory publication in the Central Register of Contracts, and the Accommodated Person acknowledges that this Contract will be published in the Central Register of Contracts.
6. The Contracting Parties further agree that the rights and obligations, as well as the legal relations arising from this Contract, shall be governed by the applicable legal order of the Slovak Republic. All disputes arising from this Contract shall be resolved by the competent general court in the Slovak Republic.
7. If any provision of this Contract becomes invalid or ineffective for any reason, the validity of the remaining provisions of this Contract shall not be affected. A suitable provision shall apply in place of the invalid or ineffective provision, such provision being one which, within the applicable legal order, most closely reflects what the Contracting Parties intended at the time of concluding this Contract.
8. The Contracting Parties declare that they have read this Contract, understood its contents, that it has been concluded by their mutual consent, not under duress nor under conspicuously disadvantageous conditions, and, as a sign of their agreement with it, they sign it without reservation.
9. By signing this Contract, the Accommodated Person confirms that they have familiarised themselves with the information on the processing of personal data published on the Accommodation Provider's website www.jfmed.uniba.sk/pracoviska/ucelove-pracoviska/vysokoskolsky-internat-a-jedalen.

In Martin, on

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Accommodation Provider

Msc. Paula Plešková, Director of UDaC

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Accommodated Person