

CONTRACT OF ACCOMMODATION

Concluded according to § 754 and the following law n. 40/1964 Body of laws of the Civil Code subsequently amended (further referred to as „Contract“)

Article 1 Contracting parties

Accommodation provider: Slovak University of Technology in Bratislava (further referred to as „STU“)
Residence: Vazovova 5, 812 43 Bratislava
Purpose facility student homes and canteens (further referred to as „ÚZ ŠDaJ“)
Bernolákova 1, 811 07 Bratislava
Statutory body: prof. Ing. Robert Redhammer, PhD., rector

Authorized to sign the contract:operations manager of the SH (Student homes)
within the partially conferred powers of the rector

Authorized to negotiate in the matter of the treaty: Ing. František Hulík, riaditeľ ÚZ ŠDaJ

IČO (Company registration number): 00397687
IČ DPH (VAT registration number): SK2020845255
DIČ (Tax identification number): 2020845255
IBAN: SK2081800000007000078344
SWIFT: SPSRSKBAXXX

Legal form: statutory institution on the basis of the act no. 131/2002 Body of laws about universities and about the amendments of some acts and subsequently amended.
(Further referred to as „Accommodation provider“)

Accommodated:

First name, surname, title:

Variable symbol of the STU student:

Number of ID / passport:

Tel. /E-mail:

(Further referred to as „accommodated“)

Article II Subject – matter of the contract

The accommodation provider undertakes to provide the accommodated with temporary accommodation (1 bed) in a furnished one bed/ two bed / three bedroom number..... in the student home (further referred to as SH)..... for the period of time from.....until the day of studies conclusion in the respective year in terms the academic year schedule, issued by the dean of the respective faculty for the year 2016/2017.

Article III

Commencement and termination of accommodation

1. Accommodation accrues the day of signing this Contract of accommodation by both contracting parties.

2. Accommodation terminates

(According to which investitive fact arises first)

a) by expiration of the period agreed upon in this Contract

b) On the day of duly finished studies

For the purposes of this letter as „the day of duly finished studies“, is considered the day, when the accommodated student has fulfilled the last of the conditions determined for finishing the studies of the given syllabus (§ 65, paragraph.1 of the law no.

131/2002 2002 Body of laws about universities and about the amendments of some acts and subsequently amended (further referred to as law of universities), which is the state examination.

c) the day the accommodated ceased to be a student

(according to § 66 paragraph 1 and paragraph 2 of the law about universities), whereby the accommodated is obliged to notify forthwith this fact in writing by means of e-mail to the accommodation department - Správa ÚZ ŠDaJ, Bernolákova 1 (further referred to as "notification of studies finishing“). A part of the notification of studies finishing is also a copy of the document proving this fact. In case of studies finishing according to § 66 paragraph.2, letter c) of the law about universities, such a document is constituted by the post

offices' acknowledgment about receiving the package by the accommodated;

d) By abandonment of contract before elapsing the period agreed upon according to article II on the part of the accommodated in accordance with § 759 of The Civil Code with the moment of abandonment on the date of elapsing the 30 days period from delivery of abandonment in writing to the accommodated on a prescribed form (Application for premature cancellation) in a manner stated in instructions published at www.stuba.sk

In case the accommodation provider finds within the stated 30 days period another person interested in accommodation, he shall conclude with the accommodated a contract of cancellation of accommodation to the date agreed mutually upon.

The accommodated is obliged to compensate the damage incurred to the accommodation provider by premature cancellation of accommodation, provided the accommodation provider was not able to prevent the damage. The damage lies in pecuniary loss of the accommodation provider (price for accommodation), which is caused by the inability to relinquish the accommodation premises to someone else, the accommodation provider demonstrates the loss by inviting, in writing, the next person interested in accommodation to conclude the contract and that person does not conclude the contract on the day following the finishing the contract with the accommodated and / or the accommodation provider is not able to find a replacement for the accommodated by other means.

e) By abandonment of contract on the part of the accommodation provider before elapsing the period agreed upon, if the person accommodated in the SH violates the provisions of the Dormitory rules and regulations of the student homes of Slovak university of technology in Bratislava in a crass manner, in administration of purpose facilities student homes and canteens of Slovak university of technology in Bratislava (further referred to as "dormitory rules"), or otherwise violate the provisions of this contract and those of dormitory rules, despite of former warning in writing for any, even other, violation of the contract or the dormitory rules.

f) By impossibility to execute the contract, e.g. in such cases, if the accommodation provider is not able due to emergency conditions in the students home, based on decision of the respective bodies of state administration or for other objective reasons (damaging or destroying of the premises) cannot ensure accommodation and provide services linked with accommodation.

Article IV Substitute accommodation

1. The accommodated is entitled to be provided with substitute accommodation, which is to be ensured by the accommodation provider in case the premises intended for accommodation cannot be used by the accommodated due to their emergency state.

2. Substitute accommodation arises and is concluded on the basis of a separate written legal act, as a rule on basis of the substitute accommodation contract.

3. During the substitute accommodation contracts' duration, the rights and obligations of this contract are suspended to an extent, to which they are in contrary to the substitute accommodation contract. The rights and obligations from this contract cease to be suspended on the day following the day of the substitute accommodation contract cancellation; the provisions in question are not valid in case the substitute accommodation contract is concluded on the day which is identical with the day of accommodation conclusion in the sense of Article II of this contract.

4. Unless stated otherwise, the substitute accommodation contract is governed by the provisions of this contract.

Article V Accommodation costs

1. The accommodated undertakes to pay the cost for accommodation in the terms determined by the accommodation provider.

Accommodations costs (further referred to as "costs" or "payment") is set for one bed and one calendar month.

2. The costs are quoted in the price list of fees for accommodation of STU students, which is published at www.stuba.sk

3. The accommodated acknowledges that in case of a change in the pricelist, he is obliged to pay the adjusted price from the date of entering into effect of this change.

4. The payment is to be executed by cashless bank transfer on the bank account of the accommodation provider, which is stated in the heading of this contract.

5. The price is to be paid in advance, namely for the below stated payment periods (payment for two months at one go);

Payment periods and date of maturity:

1. the payment period is from 2.09 (resp. the first working day in the month of September) until 31.10 - with a maturity date of **15.08.**

Payment for the 1st payment period can be, due to an unambiguous identification of payment executed (credited to the accommodation providers' account) from 1.08 of the given year at the earliest.

The first payment period for the 1. year of bachelor studies and 1. year of engineering studies in case of those students, who finished their bachelor studies at a different university, is governed by the instruction to entry the accommodation facility for students 1. Bc. And Ing. Studies (newly enrolled students), published at www.stuba.sk

2. payment period is from 1.11. until 31.12. - maturity date **2.11.**

3. payment period is from 1.01. until 28.02. maturity date **25.01.**

The payments for the 3. payment period are to be executed not before January, the reason being accruals and deferrals of yields in the accommodation providers' bookkeeping.

4. payment period is from 1.03. until 30.04. - maturity date **1.03.**

5. payment period is from 1.05 until the date of concluding the studies in the respective year in sense of studies schedule of the respective faculty - maturity date **2.05.**

6. **payment period** for postgraduates and foreign students is from 1.07 until 31.08 - maturity date **16.06**.

6. The accommodated is obliged to produce a document proving the payment of accommodation fee within five calendar days after being invited to do so by the accommodation provider at the latest.

7. The financial commitment of the accommodated is considered to be fulfilled by crediting the amount owed in the way according to point 4 of this article on the account of accommodation provider mentioned in article I. part „Accommodation provider“ and under variable symbol mentioned in article I. part „Accommodated“ of this Contract.

8. In case, if the payment credited on the account of the accommodation provider can not be identified through variable symbol, this payment will be given back within 7 working days from the date of its crediting on the account of the accommodation provider to the account, from which it has been charged-off.

9. The accommodated can ask in writing for a refund of the aliquot part of the sum paid, the reason being the termination of accommodation according to Article III of this contract (the form is published at www.stuba.sk).

10. In case the accommodated does not hand over the room to the accommodations provider on the day of accommodation termination, he undertakes from this day forth, from the day following the day of accommodation termination until the handover of the room to the accommodation provider to pay the price as an extraneous person in the sense of the pricelist for the accommodation of guests in the respective SH.

Article VI

Contractual penalties

1. If the accommodated does not pay the accommodation costs in the prescribed amount and maturity date and under the correct variable symbol, he is obliged in accordance with § 10 paragraph 2. of the Law no. 176/2004 body of laws about disposing of statutory institutions property and about the amendment of the law of National Council of the Slovak Republic no. 259/1993 about Slovak chamber of forestry in the wording of law no. 464/2002 body of laws as amended subsequently, to pay interest on late payment. Furthermore, he is obliged to pay contractual penalty, (even in the case of accidental breach of contractual duties, e.g. by fault of the monetary institution) at the rate of 0, 3% of the sum owed, for each day of delay. By arrangement on contractual penalty, the accommodations providers' claim to request the damage refund does not become null and void; he can exercise both claims at the same time. The contractual penalty and the interest on the late payment must be paid separate bank transfer on the accommodation providers' account given in the heading on this contract (separately from the price of accommodation)

2. In case of loss or theft of the accommodation card, the accommodated has to pay the sum for the execution of a new card at the rate of 13,00 €, and in case of loss or theft of the room key, the accommodated has to pay

the sum for the fabrication of a new key at the rate of 20,00 €.

The accommodated will be handed over the substitute key or new accommodation card after having paid the sum determined according to the point 3 of this article by the accommodation provider.

3. According to § 544 paragraph 1 of Civil Code, the accommodated is obliged to pay the contractual penalty even in the case the accommodation provider has, due to violating of his duties, incurred no damage.

Article VII

COMMON AND FINAL PROVISIONS

1. Where in legal acts and other documents related to this contract, potentially to the contract of substitute accommodation, if they have been issued prior to the day this contract entered into effect of this contract, is in the respective grammar form the term „fee“ or „accommodation fee“ is stated, it is understood to mean „price“, „accommodation price“ or „sum“ in the respective grammar form, in each case according to the meaning of given provision of legal act or respective document.

2. Rights and obligations not regulated by this contract are governed by provisions of the Civil Code and internal regulations of STU regulating the accommodation of students in student homes in administration of ÚZ ŠDaJ.

3. The accommodated is obliged to make himself familiar with the content of his mailbox created for him by : @is.stuba.sk , on which the accommodation provider send information related to the accommodation on a weekly basis. In case of a reply appeal from the side of the accommodation provider, the accommodated is obliged to react to the e-mail in question.

4. Accommodated is responsible for damages, which he (she) causes on property of the Slovak University of Technology according to § 420 and following of The Civil Code, as well as according to the other statute enactments and internal directives of the Slovak University of Technology.

5. The contract can be changed and amended only via written form, ascendingly numbered appendices to this contract, with the consent of both parties.

6. The contractual parties declare to have read this contract before its signing, to have understood it, that it has been concluded after mutual agreement and according to their free will and not under distress and under conspicuously disadvantageous conditions. They confirm the authenticity of this contract by their signatures.

7. The accommodated was informed and made familiar with the internal regulations in the area of accommodation and he undertakes to fulfill them.

8. The contract is executed in two copies, each party will obtain one copy.

9. The student home is according to the § 434 of the Civil Code, is not a place intended for depositing financial cash, credit cards, jewellery, valuables in accordance to generally binding regulations and internal STU bindings.

10. By signing this contract, the accommodated gives, in accordance with the law no. 122/2013 body of laws, about protection of personal data and about changes

and amendments of some acts , as amended, his approval to process his personal data within the information systems of STU.

11. All internal regulations in the area of accommodation in relevant wording, first of all the Accommodation regulation, Principles for students' accommodation, Instructions for entering the accommodation facility, training of accommodated in the field of fire prevention and safety and health protection at work, as well as prescribed forms (e.g. Request for premature cancellation of accommodation, Request for refunding of aliquot part of the price paid) are published at www.stuba.sk.

12. The contract is published in the Central register of contracts

13. The following annexes constitute an integral part of this contract:

- a) The record of retraining of the accommodated in the field of regulations concerning fire prevention and safety and health protection at work.
- b) Protocol of the takeover of the accommodation premises including inventory
- c) Schedule of cleaning services.

In Bratislava, on.....

.....
Signature of accommodation
provider

.....
Signature accommodated