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Annex No. 1 of Amendment No. 1 of 6 September 2018 to the Rector's Directive No. 3/2017-SR of 30 June 2017 as amended by Amendment No. 1 of 6 Septebmer 2018

**Complete wording of Rector's Directive** No. 3/2017-SR of 30 June 2017

## The Rules for the Allocation of Accommodation to Students in Accommodation Facilities of the Slovak University of Technology in Bratislava

as amended by Amendment No. 1

Date: 6 September 2018



#### Slovak University of Technology in Bratislava, Vazovova 5, Bratislava

The Rector of the Slovak University of Technology in Bratislava in accordance with Article 10 (3) of the Rector's Directive No. 4/2013-SR of October 3, 2013 Rules for issuing Internal Regulations at the Slovak University of Technology in Bratislava

#### issues

#### Complete wording of Rector's Directive No. 3/2017-SR of 30 June 2017 The Rules for the Allocation of Accommodation to Students in Accommodation Facilities of the Slovak University of Technology in Bratislava as amended by Amendment No. 1 of 6 September 2018:

In Bratislava 30 June 2017 Number: 3/2017-SR

The Rector of the Slovak University of Technology in Bratislava in accordance with Article 3 paragraph 1 letter b) of Rector's Directive No. 4/2013-SR Rules for issuing Internal Regulations of the Slovak University of Technology in Bratislava, in conjunction with Article 11 paragraph 4) letter a) of the Internal Regulation of STU No. 15/2008-N Organizational Regulations of the Slovak University of Technology in Bratislava as amended by its Amendments 1 to 6

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issues
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the following Rector's Directive

#### RULES FOR THE ALLOCATION OF ACCOMMODATION TO STUDENTS IN ACCOMMODATION FACILITIES OF THE SLOVAK UNIVERSITY OF TECHNOLOGY IN BRATISLAVA:

#### PART ONE GENERAL PROVISIONS

#### Article 1 Introductory provisions

- 1) The Rector's Directive "Rules for the allocation of accommodation for students in accommodation facilities of the Slovak University of Technology in Bratislava" (hereinafter referred to as the "Directive") regulates the rights and obligations of the Slovak University of Technology in Bratislava (hereinafter referred to as "STU") as the accommodation provider and the rights and obligations of students as accommodated persons in the accommodation facilities of STU in the administration of the Special purpose facilities Student houses and canteens of STU (hereinafter referred to as "SPF SHaC").
- 2) Rules for the allocation of accommodation to students in accommodation facilities owned by STU under the authority of the Faculty of Materials Science and Technology of STU (hereinafter referred to as "MTF") may be issued, amended and supplemented by the Dean of MTF; while he/she is required to comply with the principles laid down in this Directive.
- 3) This Directive regulates the accommodation of:



- a) students with their permanent residence in the Slovak Republic (hereinafter referred to as "SR") who study bachelor's, engineer's and master's programs at STU in the full-time study with the attendance method of performing educational activities<sup>1</sup> (hereinafter referred to as an "STU student")
- b) students with their permanent residence in the SR studying doctoral study programs at STU in the full-time study with the attendance method of performing educational activities<sup>1</sup> (hereinafter referred to as a "STU doctoral candidate"),
- c) students **with special needs**<sup>2</sup> studying bachelor's, engineer's, master's or doctoral programs at STU (hereinafter referred to as an "STU student with special needs"),
- d) **foreign students** with their permanent residence outside the SR (hereinafter referred to as a "foreign student"),
- e) **students from other universities** with their permanent residence in the SR (hereinafter a "student of another university").
- Together, the persons referred to in a) to e) of this paragraph also as a "student" or "accommodated person" unless this is in direct conflict with the meaning and purpose of the specific provision of this Directive.
- 4) The accommodation of persons other than students in accommodation facilities of SPF SHaC is regulated by a special internal regulation of STU.<sup>3</sup>
- 5) Act No. 305/2013 Coll. on the Electronic form of the exercise of powers by public authorities and on the Amendments and Supplements to Certain Acts (Act on e-Government), as amended relates to the provisions of this Directive, which govern the method of delivery.

#### Article 2 Definitions of terms

For the purposes of this directive:

- 1) **STU student** under Article 1 paragraph 3) letter a) of this Directive means
  - a) a candidate admitted to the first year of a bachelor's, engineer's or master's program at STU (hereinafter also referred to as "1st year student"),
  - b) a STU student who continues to study a bachelor's, engineer's or master's study program at STU (hereinafter referred to as a "continuing student").
- 2) Doctoral candidate of STU under Article 1 paragraph 3) letter b) of this Directive means
  - a) a candidate admitted to the first year of a doctoral study program at STU (hereinafter referred to as "1st year doctoral candidate"),
  - b) a STU doctoral candidate who continues in a doctoral study program at STU (hereinafter also referred to as a "continuing doctoral candidate").

<sup>&</sup>lt;sup>1</sup> Section 60 par. 4 and 5 of Act No. 131/2002 Coll. on Universities and on Amendments and Supplements to Certain Acts as amended (hereafter referred to as the "Act").

<sup>&</sup>lt;sup>2</sup> Section 100 par. 4 and 5 of the Act.

<sup>&</sup>lt;sup>3</sup> Rector's Directive No. 9/2014-SR "Principles of accommodation of non-studying persons in accommodation facilities of the Slovak University of Technology in Bratislava", as amended by Amendment No. 1.



- 3) **STU student with special needs** under Article 1 paragraph 3) letter c) of this Directive is a student with a lower limb physical disability.
- 4) **Foreign student** according to Article 1 paragraph 3) letter d) of this Directive is a student studying a bachelor's, engineer's, master's or doctoral program at STU, including a student from another university who studies at STU within the framework of academic mobility<sup>4</sup>.
- 5) **STU accommodation facilities** are student houses owned by STU, including Hotel Akademik (hereinafter referred to collectively as "SH" unless this is in direct conflict with the meaning and purpose of a specific provision of this Directive).
- 6) **Accommodation** means the right of the accommodated person to use the accommodation during a transitional period under the agreed conditions.
- 7) Unless otherwise specified, an accommodation space means a room with one or more beds in a STU accommodation facility, designated to accommodate a particular accommodated person. At SH Akademik, the accommodation consists of several rooms with more than one bed and with fixtures and fittings.
- 8) An applicant for accommodation is a student who has submitted an application for the allocation of accommodation (hereinafter referred to as the "application") within the set deadline.
- 9) Unless otherwise provided in a specific provision of this Directive, where an "STU Faculty" is referred to, it is also understood as a "university workplace providing pedagogical activity", where "Dean" is mentioned, this is understood in relation to the university workplace providing the pedagogical activity "Rector" and where the "Vice-Dean" is mentioned, this means, in relation to the university teaching workplace, the "lead person responsible for the pedagogical activity of the university workplace in question"; all the terms are relevant in relation to the meaning of the provision in question, as long as the nature of the given provision does not contradict it.

#### Article 3 Rules for the allocation of accommodation

- There is no legal entitlement to accommodation at SH; this is without prejudice to the entitlement of an STU student with special needs [Article 1 paragraph 3) letter c) of this Directive] to support services under a specific regulation<sup>5</sup>.
- 2) Unless otherwise provided for, temporary accommodation in SH is provided to a student for a period of one academic year<sup>6</sup> but no later than until the end of the examination period (inclusive) in accordance with the binding schedule of the respective academic year declared by the Rector<sup>7</sup> (hereinafter referred to as the "academic year schedule"), while the student must meet the conditions set out in this Directive. Temporary accommodation can be provided to a student repeatedly.
- STU doctoral candidates and foreign students according to Article 1 paragraph 3 letter b) and d) of this Directive, may be provided temporary accommodation in the SH for the whole academic year<sup>6</sup>.

<sup>&</sup>lt;sup>4</sup> Section 58a of the Act.

<sup>&</sup>lt;sup>5</sup> Decree of the Ministry of Education, Science, Research and Sport of the SR No. 458/2012 Coll. on the Minimum requirements of a student with special needs.

<sup>&</sup>lt;sup>6</sup> Section 61 of the Act.

<sup>&</sup>lt;sup>7</sup> Article 8 paragraph 5 of Internal Regulation of STU No. 4/2013 "Study Regulations of Slovak University of Technology in Bratislava".



- 4) If a student who has been provided accommodation under paragraph 2 of this Article carries out professional practice defined in the study program<sup>8</sup> in the period after the end of the examination period, he/she may also be provided accommodation during the holidays in accordance with the academic year schedule within the meaning of paragraph 2 of this Article, for the necessary period of professional practice. The student demonstrates the period of professional practice through a certificate issued by the supervising workplace of the relevant faculty of STU.
- 5) The Rector, on the basis of a proposal of the STU Accommodation Board decides on the allocation of accommodation capacities for students in individual SH between the STU faculties for the academic year in question (hereinafter referred to as the "allocation of accommodation capacity"). The STU Accommodation Board is an advisory body of the Rector<sup>9</sup>.
- 6) The members of the STU Accommodation Board according to paragraph 5 of this Article shall be appointed by the Rector. The STU Accommodation Board is headed by the Vice-Rector for Education. Other STU Accommodation Board members are representatives of STU faculties nominated by the Dean of the relevant STU faculty, while each STU faculty is represented by two members, of which one member is the Vice-Dean (usually for education or study) and the other is a student representative of the STU faculty in question. Members of the STU Accommodation Board also include representatives of SPF SHaC, the university coordinator for students with special needs<sup>10</sup>, or other persons appointed by the Rector. At STU Accommodation Board meetings, the Accommodation Information System Administrator and the Integrator of the Academic Information System (AIS) may be invited as required.
- 7) The STU Faculty Accommodation Board operates at STU faculties (hereinafter referred to as "Faculty Accommodation Board"). Members of the Faculty Accommodation Board are appointed by the relevant Dean of the STU faculty. The Faculty Accommodation Board is led by the Vice-Dean of the STU faculty (generally for education or for study), the members of the Faculty Accommodation Board are employees and student representatives of the relevant STU faculty.
- 8) The breakdown of accommodation capacities according to paragraph 5 of this Article is determined as follows:
  - a) accommodation capacity for STU doctoral candidates, for STU students with special needs, for foreign students and for students of other universities, which are determined by the requirements of STU faculties is allocated from the total accommodation capacity designated for students (hereinafter referred to as the "allocation of accommodation capacity"),
  - b) after the allocation of accommodation capacity for the persons referred to in letter a) of this paragraph, the accommodation capacity for STU students is divided according to the Methodology of reallocation of accommodation capacity, according to which STU student accommodation capacity is determined by the average number of STU students permanently residing outside the capital city of Bratislava during the previous two academic years (including the current academic year) enrolled for study at individual STU faculties as of 31 October and 1 March.
- 9) In the event that following the decision of the Rector on the allocation of accommodation capacities according to paragraph 5 of this Article, one of the STU faculties will be required to increase the allocated accommodation capacity for STU doctoral candidates, or as the case may be for foreign students, the Dean of the relevant STU faculty is entitled, upon the proposal of the Faculty Accommodation Board, to decide on an increase of the allocated accommodation capacity for STU

<sup>&</sup>lt;sup>8</sup> Section 51 par. 2 of the Act.

<sup>&</sup>lt;sup>9</sup> Article 5 letter a) and Article 8 paragraph 3 of Internal Regulation of STU No. 15/2008-N "Organizational Regulations of the Slovak University of Technology in Bratislava", as amended by Amendments No. 1 - 6.

<sup>&</sup>lt;sup>10</sup> Article 4 paragraph 1 of Rector's Directive No. 5/2013-SR "Scope of authority of the coordinator for students with special needs at the Slovak University of Technology in Bratislava".



doctoral candidates, or as the case may be for foreign students [paragraph 8 letter a) of this Article], at the expense of the accommodation capacity reserved for STU students [paragraph 8 letter b) of this Article] allocated to the relevant STU faculty.

- 10) In the event that during the academic year the allocated accommodation capacity for STU doctoral candidates, or foreign students [paragraph 8 letter a) of this Article] is unfilled, the accommodation shall be reallocated for STU students in accordance with the Methodology for the reallocation of accommodation capacity between the relevant STU faculties under paragraph 8 letter b) of this Article.
- 11) The accommodation of STU students under Article 1, paragraph 3 letter a) of this Directive shall be allocated on the basis of the "Criteria for the allocation of accommodation to students of the Slovak University of Technology in Bratislava", which will be issued by the Rector at the proposal of the STU Accommodation Board for the respective academic year, **no later than 30 April** of the academic year preceding the relevant academic year, for which, on the basis of the stated criteria, accommodation will be allocated (hereinafter referred to as the "criteria").
- 12) The criteria according to paragraph 11 of this article are published on the STU website at: <u>http://www.stuba.sk/sk/studentov/studentske-domovy-stu-v-bratislave.html?page\_id=657</u> and in the accommodation information system at: <u>https://ubytovanie.stuba.sk/</u>.
- 13) If the STU faculty needs to adjust the criteria for its students in a more detailed manner based on its own needs, the Dean of the relevant STU faculty is entitled to issue the details of the criteria ("faculty criteria") upon the proposal of the Faculty Accommodation Board. The faculty criteria must be in accordance with the criteria set out in paragraph 11 of this Article and must be issued and published on the website of the relevant STU Faculty and in the Accommodation Information System according to paragraph 12 of this Article **by no later than 31 May** of the academic year preceding the academic year concerned, for which the accommodation will be allocated on the basis of the aforementioned criteria.
- 14) The criteria and the criteria of the Faculty referred to in paragraphs 11 and 13 of this Article govern the details of the compilation of the waiting list of STU students according to Article 1, paragraph 3 letter a) of this Directive, who asked for accommodation in SH, while in case of an inadequate amount of accommodation capacity according to paragraph 8 letter b) of this Article, the accommodation of STU students will be allocated on the basis of a waiting list.
- 15) The provisions of paragraphs 11 to 14 of this Article shall not apply to the allocation of accommodation to persons referred to in Article 1 paragraph 3) letter b) to e) of this Directive; the conditions for the allocation of accommodation to such persons are set out in more detail in Articles 8 to 11 of this Directive.
- 16) A student who is interested in being granted accommodation in SH is entitled to submit, within the specified period, an application for accommodation in electronic form through the Accommodation Information System, which is available on the STU website at: <u>https://ubytovanie.stuba.sk/</u> (hereinafter referred to as the "electronic application").

At this paragraph, the above entitlement does not apply to 1st year doctoral candidates who completed the previous degree of study outside of STU, to STU students with special needs, to foreign students and students from other universities, while the procedure for submitting applications for the allocation of accommodation for these persons is provided in more detail in Articles 8 to 11 of this Directive.

17) Details concerning the administration of the processes related to the accommodation of students may be issued by the Director of the SPF SHaC, by an internal regulation of the Director of SPF



SHaC<sup>11</sup>, which will be binding for all STU faculties. At the same time, the director of SPF SHaC is also entitled to lay down the details of the reservation of accommodation through the Accommodation Information System, the deadlines, the conclusion of the accommodation agreements, etc. in an internal regulation of STU.

18) All instructions, criteria, internal regulations of the Director of the SPF SHaC, internal regulations of STU, sample forms of applications, accommodation contract agreement sample form, as well as other documents in connection with the provision of accommodation to students in SH are published and regularly updated on the STU website at: <u>http://www.stuba.sk/sk/studentov/studentske-domovy-stu-v-bratislave.html?page\_id=657</u>. All necessary information under the first sentence of this paragraph in connection with the provision of accommodation to foreign students in SH is prepared simultaneously in English and also published on the STU website at:

http://www.stuba.sk/english/foreign-students/accommodation.html?page\_id=1316.

#### Article 4 Accommodation Regulations

- Details of the rights and obligations of persons accommodated in SH in the administration of SPF SHaC are stipulated in the Accommodation Regulations<sup>12</sup>.
- 2) The Accommodation Regulations are issued by the Director of SPF SHaC and published in accordance with Article 3 paragraph 18 of this Directive. In the case of accommodation facilities in the administration of MTF, the Accommodation Regulations are issued by the Dean of MTF.
- 3) The Accommodation Regulations are mandatory for all accommodated persons.
- 4) The interests of students accommodated in SH are represented by the Board of Accommodated Students (hereinafter referred to as "BAS").

#### Article 5 Accommodation Agreement

- 1) The rights and obligations of STU as the accommodation provider and the rights and obligations of the student as an accommodated person are regulated in the Accommodation Agreement, the sample form of which is given in Annex 1 to this Directive as an integral part thereof and published in accordance with Article 3 paragraph 18 of this Directive.
- 2) The Accommodation Agreement must always be in writing. In the case of foreign students, the Accommodation Agreement is prepared in a bilingual format, in addition to the Slovak language version, identical text in the English language is also prepared. In the event of confusion or contradiction, the text of the agreement in the Slovak language shall apply.<sup>13</sup>

<sup>&</sup>lt;sup>11</sup> Article 4 paragraph 1) of the Internal Regulation of STU No. 1/2014-OP "Organization Regulations of special purpose facilities Student houses and canteens of the Slovak University of Technology in Bratislava", as amended by Amendments No. 1 and 2.

<sup>&</sup>lt;sup>12</sup> Internal Regulation of the SPF SHaC No. 3/2014 "Accommodation Regulations of Student Houses of the Slovak University of Technology in Bratislava in the Administration of Special purpose Facilities Student Houses and Canteens of the Slovak University of Technology in Bratislava" as amended by Amendment No. 1.

<sup>&</sup>lt;sup>13</sup> Act No. 270/1995 Coll. on the State language of the Slovak Republic, as amended .



3) The signing of accommodation agreements is governed by the provisions of the special internal regulation of STU<sup>14</sup>.

#### Article 6 Price list for student accommodation

- The Price list for student accommodation, in accordance with the special internal regulation of STU<sup>14</sup>, is authorized on the basis of a proposal of the Director of SPF SHaC, to be issued, amended and supplemented by the STU bursar, while it is published in accordance with Article 3, paragraph 18 of this Directive.
- 2) Except as otherwise provided, the Price list for accommodation shown in this article is binding for all accommodated persons.
- 3) The Price list for accommodation in accommodation facilities owned by STU in the administration of the MTF may be issued, amended and supplemented by the person authorized to sign it; the signing of the Price list for accommodation at an MTF facility is governed by a special internal regulation of STU<sup>14</sup>.

#### PART TWO STU STUDENTS

#### Article 7

#### Rules for the allocation of accommodation for STU students

- 1) Accommodation in SH is only available to STU students under Article 1, paragraph 3 letter a) of this Directive, whose **permanent residence is outside the territory of the capital city of Bratislava.**
- 2) STU students who meet the requirement for the allocation of accommodation within the meaning of paragraph 1 of this Article are entitled to submit an **electronic application** via the accommodation information system within the stipulated deadline within the meaning of Article 3 paragraph 16 of this Directive.
- 3) STU students under paragraph 2 of this Article, after submitting an electronic application (hereinafter referred to as "applicants"), shall be assigned to the waiting list on the basis of the paragraph assessment obtained, taking into account the study results, the social and health status of the applicants and other facts in accordance with the criteria of Article 3 paragraph 11 of this Directive. Applicants, who are first year students, are classified in a separate waiting list.
- 4) Electronic applications are processed and the applicants waiting list is compiled using the Accommodation Information System in accordance with Article 3 paragraph 16 of this Directive.
- 5) Applicants reserve accommodation in SH through the Accommodation Information System within the deadlines published in the guidelines issued by SPF SHaC for the relevant academic year. Applicants, who are 1st year students, reserve accommodation after their enrolment to study in the relevant study program in a separate period of accommodation reservation.
- 6) An applicant is entitled, in accordance with the applicable criteria, to request an increase in the point assessment, taking other factors into account (hereinafter referred to as the "Request to increase the PA"). The Request to increase the PA is administered through the study / pedagogical department of the relevant faculty of STU (hereinafter referred to as "SD/PGD"), while the applicant

<sup>&</sup>lt;sup>14</sup> Rector's Directive No. 1/2013-SR "Signature Regulations of the Slovak University of Technology in Bratislava ".



shall also enclose documents substantiating the facts taken into account for increasing the paragraph assessment, in accordance with the criteria with the Request for increasing the PA. An increase in the paragraph assessment is decided by the person apparagraphed by the Dean, upon a proposal of the Faculty Accommodation Board.

7) The decision on allocation of accommodation is to be made up to 15 September of the relevant academic year by the Dean concerned or the person authorized by him/her upon the proposal of the Faculty Accommodation Board; from 16 September of the relevant academic year the decision on allocation of accommodation for STU students is to be made by the Rector or the person appointed by him/her pursuant to the allocation of accommodating capacities as stated in Article 3 Clause 8 Letter b) of this directive, based on the established waiting list and pursuant to Article 3 Clause 14 of this directive.

#### PART THREE STU DOCTORAL CANDIDATES

#### Article 8

#### Rules for the allocation of accommodation for STU doctoral candidates

- 1) Accommodation is provided only to STU doctoral candidates under Article 1 paragraph 3 letter b) of this Directive, whose **permanent residence is outside the territory of the capital city of Bratislava.**
- 2) STU doctoral candidates who meet the requirement for the allocation of accommodation within the meaning of paragraph 1 of this Article are entitled to submit an **electronic application** via the accommodation information system within the stipulated deadline within the meaning of Article 3 paragraph 16 of this Directive, with the exception of 1st year students who have completed their previous studies outside of STU.
- 3) 1st year doctoral candidates who have completed the first year of study outside of STU and are eligible for accommodation under paragraph 1 of this Article are entitled to submit a written request for accommodation, a sample form of which is provided in Annex 2 to this Directive as an integral part thereof and is published in accordance with Article 3 paragraph 18 of this Directive. The written application for accommodation is delivered through the SPF SHaC.
- 4) The Rector or the person authorized by him/her shall decide on the allocation of accommodation for doctoral candidates of STU in accordance with the division of accommodation capacities under Article 3 paragraph 8 letter a) of this Directive.

#### PART FOUR STU STUDENTS WITH SPECIAL NEEDS

#### Article 9

#### Rules for the allocation of accommodation for STU students with special needs

 STU Students with special needs according to Article 1 paragraph 3) letter c) of this Directive, who agree with the assessment of their special needs<sup>2</sup>, are preferably provided accommodation in the barrier-free rooms of SH subject to the condition if such a student's place of residence is further than 20 km from the place of study<sup>5</sup>.



- 2) STU students with special needs, who meet the condition for the allocation of accommodation within the meaning of paragraph 1 of this Article are entitled to submit a written request for the allocation of accommodation, a sample form of which is provided in Annex 3 to this Directive as an integral part thereof and is published in accordance with Article 3 paragraph 18 of this Directive. The written application for the allocation of accommodation is delivered through the SPF SHaC.
- 3) Along with the written application for the allocation of accommodation of an STU student with special needs under paragraph 2 of this Article, the statement of the Dean of the relevant STU faculty and the faculty coordinator for students with specific needs at the relevant STU faculty is required.
- 4) The Rector or the person authorized by him/her shall decide on the allocation of accommodation for STU students with special needs in accordance with the division of accommodation capacities under Article 3 paragraph 8 letter a) of this Directive.

#### PART FIVE FOREIGN STUDENTS

#### Article 10

#### Rules for the allocation of accommodation for foreign students

- 1) Foreign students according to Article 1, paragraph 3 letter d) of this Directive submit **a written application** for the allocation of accommodation, a sample form of which is provided in Annex 4 to this Directive as an integral part thereof and shall be published in accordance with article 3, paragraph 18 of this Directive. The written application for the allocation of accommodation is delivered through the SPF SHaC.
- 2) Details regarding the submission of written applications for the allocation of accommodation by foreign students are detailed in the Guidelines for the accommodation of foreign students (hereinafter referred to as the "guidelines"), which is authorized for the respective academic year to be issued by the Director of SPF SHaC<sup>11</sup>. The guidelines are published in accordance with Article 3 paragraph 18 of this Directive.
- 3) The Rector or the person authorized by him/her shall decide on the allocation of accommodation for foreign students in accordance with the division of accommodation capacities under Article 3 paragraph 8 letter a) of this Directive.

#### PART SIX STUDENTS FROM OTHER UNIVERSITIES

#### Article 11

#### Rules for the allocation of accommodation for students from other universities

- 1) The Rector or the person appointed by him/her decides on the allocation of accommodation to students from other universities under Article 1, paragraph 3 letter e) of this Directive, while accommodation in SH may be provided to students from other universities only in the case of free accommodation capacity for students under Article 3 paragraph 8 a) of this Directive.
- 2) The Rector may, in duly substantiated cases, decide otherwise than referred to in paragraph 1 of this Article.



#### PART SEVEN FINAL PROVISIONS

#### Article 12

#### **Transitional provisions**

Criteria for the allocation of accommodation to students of the Slovak University of Technology in Bratislava for the academic year 2017/2018 issued under the regulations effective until 30 June 2017 (inclusive) shall be considered as criteria issued in accordance with this Directive.

#### Article 13 Cancellation provisions and effectiveness

- 1) Any amendments and supplements to this Directive may be made only by numbered amendments thereto, issued and signed by the Rector.
- 2) The following Amendments are an inseparable part of this Directive:
  - a) Annex number 1: "Accommodation agreement" sample form
  - b) Annex number 2: A sample form of the "Application for the allocation of accommodation to doctoral candidates in accommodation facilities of the Slovak University of Technology in Bratislava"
  - c) Annex number 3: A sample form of the "Application for the allocation of accommodation to students with special needs in accommodation facilities of the Slovak University of Technology in Bratislava"
  - d) Annex number 4: A sample form of the "Application for the allocation of accommodation to foreign students in accommodation facilities of the Slovak University of Technology in Bratislava"
- 3) This Directive repeals the Internal Regulation of SPF SHaC STU No. 2/2014 "Principles for accommodation of students in student houses of the Slovak University of Technology in Bratislava in the Administration of Special purpose Facilities Student Houses and Canteens of the Slovak University of Technology in Bratislava" of 28.03.2014.
- 4) This Directive shall enter into force on the day of its signature and with effect from **1 July 2017**.
- 5) Amendment No. 1 of this Directive shall come into effect on 6 September 2018.

prof. Ing. Robert Redhammer, PhD. Rector



## Annex No. 1

to Rector's Directive number 3/2017 - SR of 30 June 2017 Rules for the allocation of accommodation to students in accommodation facilities of the Slovak University of Technology in Bratislava as amended by Amendment No. 1 of 6 September 2018

A sample form: Accommodation agreement



#### **ACCOMODATION AGREEMENT**

Concluded within the meaning of Section 754 et seq. of Act number 40/1964 Coll. Civil Code as amended (hereinafter referred to as the "Agreement")

#### Article I THE CONTRACTING PARTIES

Accommodation provider: referred to as "STU")	Slovak University of Technology in Bratislava (hereinafter		
Registered office:	Vazovova 5, 812 43 Bratislava		
-	Special purpose facilities Student houses and canteens (hereinafter referred to as "SPF SHaC")		
	Bernolákova 1, 811 07 Bratislava		
Statutory authority:	prof. Ing. Robert Redhammer, PhD., Rector		
Authorized to sign the agreement:	, Operating Manager of		
	Student Houses (hereinafter referred to as "SH")		
	, within the delegated part of		
	the Rector's powers		
Authorized to negotiate in matters o	f contract: Ing. František Hulík, Director of SPF SHaC		
Company ID. No.:	00397687		
Tax ID No.:	SK2020845255		
VAT No.:	2020845255		
IBAN:	SK208180000007000078344		
SWIFT:	SPSRSKBAXXX		
Legal form:	a public institution under Act No. 131/2002 Coll. on Universities and on Amendments and Supplements to Certain Acts as amended (hereafter referred to as the "Act on Universities").		
(hereinafter referred to as the "acco			
Accommodated person:			
First name, last name, title:			
Variable symbol of the student:			
Number of ID/Passport:			
Tel.:/E-mail			

(hereinafter referred to as the "accommodated person")

#### Article II SUBJECT-MATTER OF THE AGREEMENT

1. The accommodation provider agrees to provide temporary accommodation (single bed), in a furnished single/double/triple room number....., in SH ...... in the academic year 20...../20...., for the period from ..... to the date of the end of the examination period (inclusive) in accordance with the binding schedule for the academic year 20...../20..... declared by the Rector, if there is no



occurrence under Article III paragraph 2 of this Agreement, which may lead to the expiry of the accommodation earlier. If the accommodated person is a STU doctoral candidate or a foreign student, accommodation is provided to the end of the academic year 20...../20.....

2. If the accommodated person performs professional practice determined by the study program in the period following the end of the examination period referred to in paragraph 1 of this Article he/she may also be provided accommodation during the holidays in accordance with the academic year schedule within the meaning of paragraph 1 of this Article, for the necessary period of professional practice.

#### Article III THE START AND TERMINATION OF ACCOMMODATION

- 1. Accommodation **starts** on the date of signing this Accommodation Agreement by both parties.
- 2. The accommodation is terminated

(depending on which legal fact occurs as first)

- a) **upon the expiry of the period** for which the accommodation was agreed by this Agreement, as agreed in Article II of this Agreement;
- b) the date of the regular completion of the study pursuant to Section 65 par. 1 of the Act on Universities, while the "date of the regular completion of study" being the day on which the accommodated student fulfils the last of the conditions prescribed for the proper completion of the study of the study program;
- c) the date of the other completion of study under Section 66 par. 1 and par. (2) of Act on Universities, while the accommodated person is obliged to notify this fact without any delay in writing by e-mail in the accommodation report of the accommodation provider Správa ÚZ ŠDaJ, Bernolákova 1 (hereinafter referred to as the "notice of the termination of study"). Part of the termination of study notice is also a copy of the document proving this fact. In the case of the termination of study pursuant to Section 66 par. 2 letter c) of the Act on Universities, such a document is the confirmation of the postal service about taking over the shipment by the accommodated person;
- d) the date of the interruption of study pursuant to Section 64 of the Act on Universities, while the accommodated person is obliged to provide this information without delay in writing by mail in the accommodation report of the accommodation provider to Správa ÚZ ŠDaJ, Bernolákova 1 (hereinafter referred to as "notice of the interruption of study"). Part of the notice of the interruption of study is also a copy of a document proving this fact;
- e) withdrawal from the Agreement prior to the expiration of the agreed period under Article II of the Agreement by the accommodated person in accordance with Section 759 of the Civil Code, with the moment of withdrawal on the date of the expiration of the 30-day period from the receipt of the written withdrawal to the accommodation provider on the prescribed form (Request for early termination of accommodation), published on the web site at: www.stuba.sk.

In the event that the accommodation provider finds another person interested in accommodation during the said 30-day period, he / she will conclude an agreement with the accommodated person to terminate the accommodation on a date to be agreed upon.

Damage suffered by the accommodation provider through early termination of the accommodation must be compensated by the accommodated person, if the accommodation provider could not prevent it. The damage lies in the accommodation provider's material loss (the cost of accommodation), which is caused by the inability to rent the accommodation space to someone else; The damage shall be proven by the accommodation provider by a written appeal to the interested person for accommodation next in order to conclude an Agreement and this Agreement on the day following the termination of the Agreement with the



accommodated person is not concluded and / or the accommodation provider does not find compensation for the accommodation in any other way.

Provided that an accommodation provider does not find another candidate, the Accommodated Person has the right to find a replacement who can be:

- STU student, who had not been provided accommodation at any Accommodation Facilities of STU,
- other university student,
- a stranger from 18 to 26 years of age.

Accommodating a stranger shall be subject to an inmate student's written consent. The candidate must be of the same sex as the student withdrawing from the contract;

- f) withdrawal from the Agreement before the expiry of the agreed time by the accommodation provider if the accommodated person in SH grossly violates the provisions of the Accommodation Regulations of the Student houses of the Slovak University of Technology in Bratislava in the administration of the Special purpose facilities Student houses and canteens of the Slovak University of Technology in Bratislava as amended (hereinafter the "Accommodation Regulations") or otherwise violates the provisions of this Agreement and the Accommodation Regulations, in spite of the prior written notice of any and all breach of the Agreement or the Accommodation Regulations;
- g) **the impossibility of fulfilling the Agreement**, for example when the accommodation provider cannot provide accommodation and the provision of the services connected with the accommodation due to the emergency state of the SH, based on the decision of the competent state administration bodies or for other objective reasons (damage or destruction of the building).

#### Article IV REPLACEMENT ACCOMMODATION

- 1. The accommodated person is entitled to replacement accommodation, to be provided by the accommodation provider if the premises intended to be accommodated by this Agreement cannot be used by the accommodated on account of their emergency state.
- 2. Replacement accommodation arises and ends on the basis of a separate written legal act, usually under the Agreement on Replacement Accommodation.
- 3. During the duration of the Agreement on Replacement Accommodation, the rights and obligations of this Agreement do not arise to the extent that they are inconsistent with the Agreement on Replacement Accommodation. The rights and obligations under this Agreement will begin on the day following the date of termination of the Agreement on Replacement Accommodation; the provision in question does not apply if the Agreement on Replacement Accommodation ends on a day which is the same as the date of termination of accommodation within the meaning of Article II of this Agreement.
- 4. Unless otherwise stipulated, the Agreement on Replacement Accommodation is governed by the provisions of this Agreement.

#### Article V THE PRICE FOR THE ACCOMMODATION

- 1. The accommodated person is obligated to pay the price for accommodation within the time limits specified by the accommodation provider. The price of accommodation (hereinafter also the "price" or "payment") is set per bed for 1 calendar month.
- 2. The prices are listed in the STU Student Accommodation Price list (hereinafter referred to as the "Price List"), which is published on the website at: <u>www.stuba.sk</u>.



- 3. The accommodated person acknowledges that in the event of a price change in the Price List, he/she is required to reimburse the adjusted price from the date of the change.
- 4. The form of payment is a **non-cash** bank transfer to the bank account of the accommodation provider, which is mentioned in Article I of the part "Accommodation provider" of this Agreement.
- 5. The price is paid **in advance**, for the payment periods listed below (payment for 2 months at a time);

Payment periods and due date:

 a) The 1st payment period is from 2 September (or the first working day in September) until 31 October - with the due date of 15<sup>th</sup> August

Payment for the 1st period **may** be, on account of the unambiguous identification of payments, made (credited to the account of the accommodation provider) from **1** August of the given year.

The first payment period for the 1st year of **bachelor study programs** and the 1st year of **engineering or master study programs** for those students who have completed **bachelor's programs at another university** is regulated by the Instruction for entry to the accommodation facility for students of the 1<sup>st</sup> year of bachelor's and engineer's study (newly-entering students), published on the website at: <u>www.stuba.sk.http://www.stuba.sk/</u>

- b) **The 2nd payment period** is from 1 November to 31 December with the due date of 2 November
- c) **The 3rd payment period** is from 1 January to 28 February with the due date of **25 January** Payments for the 3rd payment period **must** be made **in January**, due to the time difference of the revenue in the accounts of the accommodation provider.
- d) The 4th payment period is from 1 March to 30 April with the due date of 1 March
- e) **The 5th payment period** is from 1 May until the end of the examination period in accordance with the binding schedule of the academic year 20...../20..... within the meaning of Article II of this Agreement with a due date of **2 May**
- f) **The 6th payment period for doctoral candidates and foreign students** is from 1 July to 31 August with a due date of **16 June.** Provided that the due date of the accommodation fee falls on a public holiday, the fee is payable the next working day.
- 6. The accommodated person is obliged to show proof of payment of the accommodation price no later than 5 calendar days after the request of the accommodation provider.
- 7. The financial obligation of the accommodated person is considered to be met by crediting the amount due, by the process in accordance with paragraph 4 of this Article, on the bank account of the accommodation provider referred to in Article I, in the "Accommodation provider" section of this Agreement and under the variable symbol referred to in Article I, in the "Accommodated person" section of this Agreement.
- 8. In the event that a payment is received on the account of the accommodation provider that cannot be identified by the variable symbol, this payment will be returned to the account from which it was sent within 7 business days of the day it was credited to the account of the accommodation provider.
- 9. The accommodated person may request a return of the aliquot part of the price paid, on account of the demise of the accommodation pursuant to Article III of this Agreement (the form is posted on the website at: <u>www.stuba.sk</u>).
- 10. In the event that the accommodated person does not hand over the room to the accommodation provider on the day of the expiration of the accommodation, he / she undertakes to pay the accommodation provider for the accommodation the price for accommodation as a foreign person in the sense of the Price list of accommodating guests in the respective SH, from the day after the end of the accommodation.



#### Article VI CONTRACTUAL PENALTIES

- 1. If the accommodated person does not pay the price for the accommodation in the specified amount, within the due date and under the correct variable symbol, he/she is obliged according to Section 10 par. 2 of Act No. 176/2004 Coll. on the Handling of property of public institutions and on the amendment of the Act of the National Council of the Slovak Republic No. 259/1993 on the Slovak Forestry Chamber, as amended by Act No. 464/2002 Coll. as amended, to pay interest on late payment. In addition, he/she is required to pay a contractual penalty (even in the case of an involuntary breach of contractual obligations, for example, a monetary institution error) of 0.3% of the amount due for each day of delay. The settlement of the contractual penalty does not invalidate the claim of the accommodation provider to claim damages; both claims can be claimed by the accommodation provider concurrently. The contractual penalty and interest on late payments must be paid by a separate bank transfer to the bank account of the accommodation provider referred to in Article I, in the "Accommodation provider" section of this Agreement (apart from the cost of accommodation).
- In case of the loss or theft of the accommodation card, the accommodated person shall pay the sum of €13.00 for a new card, and if the key is lost or stolen, the accommodated person will pay the sum of € 20.00 for the replacement of the key.

The accommodation provider issues a replacement key or new accommodation card only after the payment of the specified amount under this paragraph.

3. In accordance with Section 544 par. 1 of the Civil Code, the accommodated person is also obliged to pay a contractual fine even if the accommodation provider has not suffered damage due to the breach of his/her duty.

#### Article VII FINANCIAL SECURITY DURING SHORT TERM ACCOMMODATION

- 1. Short-term accommodation for the purposes of this Agreement means student accommodation for a maximum of **five months.**
- 2. A short-term accommodated student within the meaning of paragraph 1 of this Article is obliged to pay the accommodation provider within five days of enrolment for study at the respective STU faculty a **deposit** of **130** €, by wire transfer to the bank account of the accommodation provider kept at the State Treasury account number ..... and under the variable symbol which is listed in the "Accommodation" section of this Agreement. The day of payment within the meaning of this Agreement is considered to be the date of crediting the funds to the bank account under the preceding sentence of this paragraph.
- 3. The deposit serves as a financial guarantee for the settlement of contractual obligations under Articles V and VI of this Agreement, as well as the payment of damages (intentional damage and damage caused by negligence) caused to the accommodation facility during the period of accommodation (hereinafter referred to as "liabilities").
- 4. For the purposes of this Agreement, damage to property is caused to the accommodation provider by damage, misuse, or theft of the accommodation facility in the accommodation space by the accommodated person.
- 5. The accommodation provider is entitled to use funds from the deposit to cover unpaid liabilities during the stay.
- 6. The accommodated person shall be obliged to top off the funds from the deposit to the full amount, on the bank account and in the manner specified in paragraph 2 of this Article, within 5 days from the date of delivery to the accommodated person.



- 7. After the proper surrender of the accommodation space upon the termination of accommodation and the payment of all contractual obligations under Articles V and VI of this Agreement, as well as any damage incurred on the accommodation facility, the deposit, or its balance, will be sent by a bank transfer to the bank account of the accommodated person, within 30 business days from the handover of the accommodation space according to protocol. For this purpose, the accommodated person is obliged to declare the bank account to which the deposit will be sent to him/her, at the operational department of the relevant SH.
- 8. In the event that the accommodated person does not pay the deposit in accordance with paragraph 2 of this Article, the breach of this contractual obligation will be considered as a material breach of the Agreement with the right of immediate withdrawal from it from the side of the accommodation provider.
- 9. The legal effects of withdrawing from the Agreement will occur at the time of the delivery of the written notice of the withdrawing of the accommodated person (ex nunc).
- 10. For the purposes of the delivery of the documents quoted in this Article, the terms stated in Article 3 of the Accommodation Regulations, as amended, shall apply.

#### Article VIII COMMON AND FINAL PROVISIONS

- 1. Where, in legal acts and other documents related to this Agreement or the Agreement on Replacement Accommodation, if issued prior to the effective date of this Agreement, the "fee" or "fee for accommodation" is stated in the appropriate grammatical form, it is understood to mean the "price"," price of accommodation" or the "amount" in the appropriate grammatical form, always according to the meaning of the given provision, legal act or relevant document.
- 2. The rights and obligations not governed by this Agreement are governed by the provisions of the Civil Code and the internal regulations of the STU governing the accommodation of students in student houses in the administration of SPF SHaC.
- 3. The accommodated person is obliged once a week to get acquainted with the contents of his/her mailbox established by STU: @is.stuba.sk, to which the accommodation provider will send information regarding the accommodation. In the event of an appeal to respond from the accommodation provider, the accommodated person must respond to the e-mail in question.
- 4. The accommodated person is liable for damages to the property of STU in accordance with the provisions of Section 420 et seq. of the Civil Code, as well as other generally binding laws and internal regulations of STU.
- 5. The Agreement may be amended and supplemented only in writing, with upwardly numbered Amendments to this Agreement, with the consent of both contractual parties.
- 6. The Contracting Parties declare that they have read this Agreement before signing it, understood that it was concluded by mutual consent and according to their free will and not in the absence of noticeably unfavourable conditions. They confirm the authenticity of this Agreement by their signatures.
- 7. The accommodated person was instructed and is familiar with the internal regulations in the area of accommodation and undertakes to respect them.
- 8. The Agreement is made in two copies, while each contracting party will receive one copy.
- 9. By signing this Agreement, the Accommodated person acknowledges that the SH is not, in accordance with Section 434 of the Civil Code, a place to store cash, credit cards, jewellery and other valuables in accordance with the generally binding legal regulations and internal regulations of the STU.
- The accommodated person gives, by the signature of this Agreement in accordance with Act No. 122/2013 Coll. on the Protection of personal data and on Amendments and Supplements to Certain Acts as amended, consent to the processing of his / her personal data in the information



systems of the STU, at the same time this consent shall apply only to the personal data of the accommodated person which the STU is not entitled to process in accordance with Section 73 of the Act on Universities.

- 11. All internal rules on accommodation in the current version, in particular the Accommodation Regulations, Rules for the allocation of accommodation to students at accommodation facilities of the Slovak University of Technology in Bratislava, Instructions for entry to accommodation facilities, Training for accommodated persons in fire protection and health and safety, as well as the prescribed forms (e.g. Request for early termination of the accommodation, Request for the refund of the aliquot part of the price paid for accommodation) are published on the web site at: <a href="https://www.stuba.sk">www.stuba.sk</a>.
- 12. This Agreement is subject to publication in the Central Register of contracts maintained by the Office of the Government of the Slovak Republic.
- 13. An inseparable part of this Agreement are the following Amendments
  - a) A record of the training of the accommodated person in the health and safety and fire protection regulations,
  - b) The protocol on taking possession of the accommodation space along with the inventory,
  - c) Schedule of cleaning services.

In Bratislava, on .....

signature of the accommodation provider

signature of the accommodated person



## Annex No. 2

to Rector's Directive number 3/2017 - SR of 30 June 2017 Rules for the allocation of accommodation to students in accommodation facilities of the Slovak University of Technology in Bratislava as amended by Amendment No. 1 of 6 September 2018

A sample form:

Application for the allocation of accommodation to doctoral candidates in accommodation facilities of the Slovak University of Technology in Bratislava



Slovak University of Technology in Bratislava,

Special purpose facilities Student houses and canteens (hereinafter referred to as "SPF SHaC")

## Application for the allocation of accommodation to doctoral candidates<sup>1</sup> in accommodation facilities of the Slovak University of Technology in Bratislava

Name, surname, title of the doctoral candidate:	Date of birth:		
Address of place of residence:	The distance from the place of residence to the place of study in km:		
E-mail:	Tel. number:		
Faculty:	The registration number of the application to study:		
Study program:			
The study will take place <sup>2</sup> from: to:	Form of study:		
I request temporary accommodation in SH for the academic year 20/20			
For the period from: to: to:			
Date:			
signature of the doctoral candidate			
Faculty confirmation of the correctness of the data on the study of the doctoral candidate: Date:			
(the imprint of the line stamp of the faculty)	signature of the responsible employee of the faculty		

The application is delivered to the address: ÚZ ŠDaJ STU, Bernolákova 1, 811 07 Bratislava

#### Application deadline:

Applicants admitted to the 1st year of study until: ..... (to be added in accordance with the instructions of the SPF SHaC)

**Contact person:** (The contact details of the competent worker are to be filled in by the SPF SHaC)

e-mail: .....

<sup>&</sup>lt;sup>1</sup> A written application is only submitted by an applicant admitted to the first year of doctoral study programme, who finished previous degree at university other than the STU

<sup>&</sup>lt;sup>2</sup> The acad. year of the start of study and the assumed acad. year of the completion of study according to the standard length of study of the relevant doctoral study program is stated.



## Annex No. 3

to Rector's Directive number 3/2017 - SR of 30 June 2017 Rules for the allocation of accommodation to students in accommodation facilities of the Slovak University of Technology in Bratislava as amended by Amendment No. 1 of 6 September 2018

A sample form:

Application for the allocation of accommodation for a student with special needs in accommodation facilities of the Slovak University of Technology in Bratislava



Slovak University of Technology in Bratislava,

#### Special purpose facilities Student houses and canteens (hereinafter referred to as "SPF SHaC") Application for the allocation of accommodation to students with special needs<sup>1</sup> in accommodation facilities of the Slovak University of Technology in Bratislava (hereinafter referred to as "SH")

Name, surname, title of the student: Date of birth: Address of place of residence: The distance from the place of residence to the place of study in km: E-mail: Tel. number: AIS ID of the student<sup>2</sup>: Faculty: Study program: Form of study: Study takes place <sup>3</sup> from: The year of study in the acad. year to: in which the accommodation is to Accommodation in SH allocated to date : be allocated: Number of rooms: I request temporary accommodation in SH for the academic year 20...../20..... For the period from: ..... to: ..... Date: signature of a student with special needs Expression of the faculty coordinator for students with specific needs: □ The student has a lower limb physical disability and is registered in the records of students with specific needs at STU, he/she has agreed with the evaluation of his/her specific needs and he/she is entitled to support services according to the Decree of the Ministry of Education, Science, Research and Sports SR number 458/2012 Coll. on the Minimum requirements of a student with specific needs □ **The applicant admitted to the 1st year** has a lower limb physical disability and agreed with the evaluation of his / her specific needs and he/she is entitled to support services according to the Decree of the Ministry of Education, Science, Research and Sports SR number 458/2012 Coll. on the Minimum requirements of a student with specific needs Date: ..... signature of the faculty coordinator for students with special needs Statement of the Dean of the Faculty: Date: (the imprint of the line stamp of the faculty) ..... the signature of the Dean of the Faculty The application is delivered to the address: ÚZ ŠDaJ STU, Bernolákova 1, 811 07 Bratislava Application deadline: Continuing students to: ...... (to be added in accordance with the instructions of the SPF SHaC) Applicants admitted to the 1st year of study until: ...... (to be added in accordance with the instructions of the SPF SHaC)

**Contact person:** (The contact details of the competent worker are to be filled in by the SPF SHaC) e-mail: .....

<sup>&</sup>lt;sup>1</sup> A written application is only submitted by a STU student or an applicant admitted to the 1st year of a study program at STU with a lower limb physical disability who qualifies for support services

<sup>&</sup>lt;sup>2</sup> In the case of an applicant accepted into the 1st year of study, the registration No. of the study application shall be indicated

<sup>&</sup>lt;sup>3</sup> The acad. year of the start of study and the assumed acad. year of the completion of study according to the standard length of study of the relevant study program is stated.



## Annex No. 4

to Rector's Directive No. 3/2017-SR of 30 June 2017 Rules for the allocation of accommodation to students in accommodation facilities of the Slovak University of Technology in Bratislava as amended by Amendment No. 1 of 6 September 2018

A sample form:

Application for the allocation of accommodation for a foreign student in accommodation facilities of the Slovak University of Technology in Bratislava



Slovak University of Technology in Bratislava, Special purpose facilities Student Houses and Canteens (hereinafter referred to as "SPF SHaC")

Application for the accommodation of a foreign student in accommodation facilities of the Slovak University of Technology in Bratislava

Name of student:			
Surname of student:			
Date of birth:			
Nationality:			
Permanent Address:			
Home university <sup>1</sup> :			
AIS Identification number of student <sup>2</sup> :			
Faculty of STU you will attend:	Class:		
Existing accommodation at the hostel:	Room No.:		
Residence permit till:			
Sex:	Male  Female:		
E-mail:	You will receive information if the accommodation is available to this e-mail. Keep this e-mail active.		
Accommodation is requested for the period:	From: Till:		
Stamp and signature of the responsible employee of the faculty of STU:			

Term of delivery of the reservation form: 2 months before date of accommodation.

Please, complete the form legibly!

Date:

Signature of the student:

<sup>&</sup>lt;sup>1</sup> Only applicable for a student studying within academic mobility (exchange study stay, internship, etc.).

<sup>&</sup>lt;sup>2</sup> An applicant admitted to the first year fills in the registration No. of the application form to study at STU.