

Accommodation Contract No. / 20...../ ŠD....

Concluded in accordance with provision of Article 754 et seq. of Act No. 40/1964 coll. the Civil Code as subsequently amended (hereinafter referred to as the “Contract”)

between:

Landlord / Accommodation Provider:

Matej Bel University in Banská Bystrica

Registered office: Národná 12, 974 01 Banská Bystrica

Statutory body: doc. Ing. Vladimír Hiadlovský, PhD, Rector

Section: Student Houses and Canteens of Matej Bel University in Banská Bystrica,
Trieda SNP 53, 974 00 Banská Bystrica

Authorised person signing the Contract: Ing. Jozef Mrena, director of Dedicated Facilities Management of Matej Bel University in Banská Bystrica, on authority of the delegation of powers: file No.: 1531-2014-SR, record No.: 19289/2014 of 22 November 2014

Company identification No.: 30232295

Bank account: Štátna pokladnica, Bratislava

Bank account number / IBAN: SK44 8180 0000 0070 0009 5857

(Hereinafter referred to as “Landlord” or “MBU”)

and

Accommodated Person:

Name and surname:

Faculty/year:

Permanent residence:

(Hereinafter referred to as “Accommodated Person”)

(Hereinafter the Landlord and the Accommodated Person jointly referred to as “Contracting Parties (hereto)”, or separately referred to as “Contracting Party”)

Article I

Subject Matter of the Contract

1. The Landlord undertakes to provide the Accommodated Person with temporary accommodation with related services throughout the duration of the Contract (hereinafter referred to as “Accommodation”) within the premises of the Student House SH (Hereinafter referred to as “SH”) in a furnished room number and the Accommodated Person undertakes to pay the agreed price for this Accommodation.

Article II

Period of Accommodation

1. The Landlord shall provide the Accommodated Person with temporary accommodation and related services for a definite period, namely from 02 September 20.. to 30 June 20...

Article III

Rights and Obligations of the Contracting Parties

1. The Landlord:
 - a) Undertakes to hand over the room in question to the Accommodated Person in condition suitable for proper use;
 - b) Undertakes to secure for the Accommodated Person unimpeded exercise of rights related to the Accommodation;
 - c) Has the right to offer the Accommodated Person a bed in other room than he or she was granted, namely in case his or her room is in state of disrepair;
 - d) Has the right to enter the premises reserved for accommodation without informing the Accommodated Person in cases of emergency of damage to health or property, in case of inspection performed by public authorities, or in order to control the usage of the room in question in accordance herewith. In such cases the entry to the room can be performed by no less than two persons. Likewise, an authorized cleaner is granted the right to enter the room and move within for the purposes of cleaning the room.

2. The Accommodated Person:
 - a) Is entitled to use the rooms listed in Article I herein, common area of the accommodation facilities, and to use services related to the Accommodation, and at the same time undertakes to use the above listed premises and common area properly and in accordance with the Accommodation Regulations in Student Houses and Student Canteen (Internátny poriadok študentských domov a študentskej jedálne), issued by the Landlord (hereinafter referred to as “Accommodation Regulations” or also “AR”), and not to perform any modifications without approval of the Landlord in these premises;
 - b) Is obliged to familiarize himself or herself with the Accommodation Regulations of the Landlord, and as of the date of signing this Contract the conditions of accommodation incorporated therein are for the Accommodated Person mandatory;
 - c) Undertakes to familiarize himself or herself with the Regulations on Safety and Health Protection and the Fire Regulations, and to follow these regulations throughout the term of this Contract, which shall be confirmed by the signature hereunder;
 - d) Is obliged to notify the Landlord immediately and without delay about loss, theft, damage or deterioration of the Accommodation Pass and key. Upon such notification, the Landlord shall issue a duplicate Accommodation Pass and key for the Accommodated Person, wherefore the Accommodated Person shall pay a fee;
 - e) Undertakes to fully compensate for any eventually caused damages;
 - f) Undertakes to respect the ban on use of electric appliances without the consent of the Landlord;
 - g) Is obliged to settle any obligations towards the Landlord connected with the Accommodation before the termination date of the Accommodation, but not later than on the date of moving out of and handing over the room to the landlord;
3. Rights and obligations of the Contracting Parties hereto which are not provided for in paragraphs 1 and 2 above shall be regulated by the Accommodation Regulation which specify these rights and obligations precisely and are binding for both Contracting Parties. AR become and inseparable part hereof. The Accommodated person by signing hereunder acknowledges that he or she has been familiarized with the Accommodation Regulations and undertakes to observe them.
4. Accommodation Regulations are available for the Accommodated Person at:
 - MBU website
 - Bulletin boards of the Student House
 - Students Dormitories’ Council
 - Student House Managers

Article IV

Price for Accommodation and Rules of Payment

1. The Accommodated Person undertakes to pay the Landlord the price for provision of the Accommodation in accordance the current Price List, stating (in the payment specifications) the assigned variable symbol (VS) and specific symbol (SS). The Accommodation Price List is published on the website www.umb.sk of a particular student house.
2. The payment shall be made by a wire transfer exclusively to the Landlord’s bank account specified in Article I in the heading hereof, in payments for particular periods.
3. The Price for Accommodation shall be made in advance by one payment for a period:
 - a) Winter Term (September through January) of the respective academic year, **from 01 August, always before 15 August** of the respective calendar year – within this period the payment to be credited on Landlord’s account;
 - b) Summer Term (February through June) of the respective academic year, **from 01 February, always before 20 February** of the respective calendar year – within this period the payment to be credited on Landlord’s account.
4. The financial obligation of the Accommodated Person’s shall be considered fulfilled by crediting the due amount to the Landlord’s account.
5. In case the payment must be traced (e.g. when paid by postal money order, wrongly entered information, incorrect VS, SS...), the Accommodated Person shall be charged a fee of €5. The Accommodated Person is obliged to present a document proving the payment of the price for accommodation.
6. In case the Accommodated Person fails to hand over the room to the Landlord as of the date of termination of the Accommodation in accordance with AR, he or she undertakes as of the date following the termination of Accommodation to pay the Price for Accommodation, defined for the respective Student House in the Accommodation Price List, until the room is handed over to the Landlord.

Article V
Eventualities of Accommodation Termination

1. Accommodation shall be terminated (whichever legal act comes first):
- a) **By expiry of the period** for which the accommodation has been provided hereunder, pursuant to Article II hereof;
 - b) **On the day of regular completion of the studies** pursuant to Section 65 par. of the Higher Education Act No. 131/2002 coll. as subsequently amended (hereinafter referred to as “higher Education Act”), in which case the “day of regular completion of the studies” shall mean the day when the Accommodated Person as a student meets the last requirement for the regular completion of the studies of the respective study programme;
 - c) **On the day of another termination of the studies** pursuant to Section 66 par.1 and 2 of the Higher Education Act, in which case the Accommodated Person is obliged to notify the Accommodation Department of the Landlord of this fact in writing without undue delay (by e-mail or otherwise in writing). The Notice of Study Termination shall also include a copy of the document proving this fact (certificate of the Student Affairs Department of respective faculty). If the study is terminated pursuant to Section 66 par. 2c of the Higher Education Act, such a document shall be a postal confirmation of receipt of the mail by the Accommodated Person;
 - d) **On the day of interruption of the studies** pursuant to Section 64 of the Higher Education Act, in which case the Accommodated Person is obliged to notify the Accommodation Department of the Landlord of this fact in writing without undue delay (by e-mail or otherwise in writing). The Notice of Study Interruption shall also include a copy of the document proving this fact (certificate of the Student Affairs Department of respective faculty);
 - e) **By withdrawal from the Contract** before expiry of the agreed period under Article II hereof **by the Accommodated Person** in compliance with Section 759 of the Civil Code, in which case the moment of withdrawal shall be the date of expiry of the 30-day period from delivery of the written withdrawal notice to the Landlord.

If the Landlord finds within the 30-day period another person interested in accommodation, it shall conclude with the Accommodated Person an agreement on termination of accommodation as of the date upon which they will agree. The Accommodated Person is obliged to compensate for any damage incurred to the Landlord by the early termination of accommodation if the Landlord could not prevent it (or otherwise it shall be enforced by law). Damage shall mean the Landlord’s property loss (Price for Accommodation) caused due to inability to let the accommodation units to another person. The loss shall be proven by the Landlord by inviting (by a written notice) the person interested in accommodation who is next on the list of applicants to enter into the Contract, and such a person fails to conclude the Contract on the day following the termination of the Contract with the Accommodated Person, and/or the Landlord does not succeed in finding a replacement for the Accommodated Person in any other way.

Should the Landlord fail to find another person interested in the Accommodation, the Accommodated Person is entitled to find a replacement on his or her own, which may include:

- an MBU student, to whom accommodation has not been assigned at any of the MBU Student Houses, or
- student of another university, or
- an outside person aged between 18 and 26.

Accommodation of an outside person is contingent upon written consent of a student sharing the room with such person. The person interested in the accommodation must be of the same sex as the student withdrawing from the contract;

- f) **By withdrawal from the Contract** before expiry of the agreed period pursuant to Article II hereof **by the Landlord** in compliance with Section 759 of the Civil Code, if the Accommodated Person in the SH seriously breaches good manners, provisions of Accommodation Regulations, his or her obligations resulting hereof, or otherwise breaches the provisions of this Contract and the Accommodation Regulations despite a prior warning. In such cases the Accommodated Person shall not be reimbursed for the paid Price for Accommodation;
- g) **By inability to perform the Contract**, for example, when the Landlord cannot provide accommodation and related services because of a state of disrepair of the SH, as a result of a decision of a competent government authority, or for any other objective reasons (damage or destruction of the building).

2. Eventual reimbursement of the Accommodation Price or its parts shall be made upon request of the Accommodated Person exclusively as a cashless wire transfer to the bank account at a bank within the Slovak Republic.

Article VI
Common and Final Provisions

1. This Contract will take effect as of the date of being signed by both Contracting Parties, a come into force on the day following the day of its publication pursuant to provision of Article 47a of Act No. 40/1964 coll., Civil Code as subsequently amended.
2. This Contract is subject to publication in the Central Register of Contracts held by the Government Office of the Slovak Republic, pursuant to Act No. 211/2000 coll. on Free Access to Information as subsequently amended (Freedom of Information Act).
3. The Accommodated Person understands the obligation of MBU to publish this Contract, and by affixing his/her signature hereunder gives consent to publish it in its entirety.
4. MBU is liable for publishing this Contract in the Central Register of Contracts as a legal entity obliged therefor within the meaning of the above cited Act.
5. The Contract may only be amended and supplemented in the form of written amendments hereto, mutually agreed and signed hereunder by both Parties.
6. Other legal relations which are not explicitly regulated by this Contract shall be governed by the respective provisions of the Civil Code and other legal regulations of binding force of the Slovak Republic.
7. Pursuant to Section 434 of the Act No. 40/1964 coll. as subsequently amended, the Student House is not a place for the safekeeping of money, deposit books, foreign currencies, jewellery and other valuables and bicycles, therefore it shall not bear responsibility for their loss or damage.
8. The Accommodated Person agrees with providing his/her personal data as written in the heading hereof for the validity period hereof to be entered in the Landlord's information system and to be processed by the Landlord, in accordance with Regulation (EU) 2016/679, Section 6 par. 1a and Act No. 18/2018 Coll., on Personal Data Protection as subsequently amended.
9. The parties hereto agreed that any communication of the Landlord with the Accommodated Person regarding the Accommodation shall take place by means of the academic system AiS2.
10. The Parties hereto unanimously declare that they have read this Contract before signing, understood it, and that it has been entered into by mutual agreement, based on their true and free will, distinctly, seriously, and clearly, neither under duress nor under conspicuously disadvantageous conditions, and to confirm their consent affix their signatures hereunder.
11. The Parties hereto declare that they are capable to enter into legal acts and that their liberty of contract has not been restricted.
12. This Contract has been made in two counterparts whereof each Party shall receive one. Both counterparts have weight of an original.

In Banská Bystrica, on

.....

Landlord

Ing. Jozef Mrena

Director of Dedicated Facilities Management
of Matej Bel University in Banská Bystrica

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Accommodated Person