

Accommodation Agreement no. / 20...../ ŠD (Hall of Residence)
concluded in accordance with the provisions of § 754 et seq. Act no. 40/1964 Coll. Civil Code as amended and
other related legislation (hereinafter referred to as the “Agreement”)

between:

Landlord/ University:

Matej Bel University in Banská Bystrica

Address: Národná 12, 974 01 Banská Bystrica

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

Unit: Residence Life Office of Matej Bel University in Banská Bystrica,
Trieda SNP 53, 974 00 Banská Bystrica

Person authorized to sign the contract: Ing. Jozef Mrena, Director of Residence Life Office of
Matej Bel University in Banská Bystrica

Power of attorney: file no. 1531-2014-SR, Act no. 19289/2014 of 22 Nov. 2014

Organization identification number: 30232295

Bank: Štátna pokladnica, Bratislava

Bank account / IBAN: SK44 8180 0000 0070 0009 5857

(hereinafter referred to as “University”)

and

Tenant/Student:

Name and Surname:

Faculty/Year:

Permanent address:

(hereinafter referred to as “Student”)

(hereinfter “University” and “Student”, also “parties”, or individually, “party”)

Article I

Subject matter of the Agreement

1. The University undertakes to provide the Student during the period of this contract with temporary accommodation and related services (hereinafter also referred to as “accommodation”) on the premises of the Student Halls of Residence at Tajovského 41, Banská Bystrica (hereinafter “Halls of Residence”) in a furnished room no. and the Student undertakes to pay the agreed price for this accommodation.

Article II

Duration of accommodation

1. The University shall provide the Student with temporary accommodation and the related services for a fixed period from 02. 09. 20__ till 31. 05. 20__.

Article III

Rights and obligations of the parties

1. University
 - a) undertakes to hand over the indicated room to the Student in a condition suitable for proper use;
 - b) undertakes to ensure the uninterrupted exercise of the rights associated with accommodation;
 - c) has the right to provide the Student with a bed in a room other than the one assigned to him/her in the case of an emergency condition of his/her room;
 - d) has the right to enter the premises reserved for accommodation without the Student’s knowledge in the case of a risk of damage to health or property, during the control of state authorities or for the purpose of controlling the use of the allocated room in accordance with this agreement;
 - e) also for the purposes of performing the relevant duties of the University, the receptionist and the accommodation unit staff have the right to access the room.
2. Student

- a) has the right to use the room of the University referred to in Article I of this agreement, common areas of the hall of residence, and use services provided with accommodation; at the same time, undertakes to use this room and common areas properly and in accordance with the Hall of Residence and Dining Room Rules (hereinafter referred to as the “Hall of Residence Rules” or “HRR”) and without the consent of the University, not to make any changes in these areas;
- b) is obliged to get acquainted with the HRR, and on the day of signing this contract, the conditions of accommodation contained in it become binding for the Student;
- c) undertakes to become acquainted with the safety and health protection regulations and fire regulations and to observe these regulations for the entire period of this contract, which is confirmed by signing of this contract;
- d) is obliged to immediately notify the University of the loss, theft, damage or impairment of the accommodation card and key. On the basis of such notification, the University will issue a replacement accommodation card and a key, for which the Student will pay a fee;
- e) undertakes to compensate in full for any damages caused;
- f) takes note of the ban on the use of electrical appliances without the consent of the University;
- g) is obliged to settle all obligations towards the University related to accommodation on the date of termination of this contract, but no later than on the day of leaving the room and handing over the room to the University;
- h) is obliged to move out of the hall of residence within the set deadline. If he/she fails to do so, the hall of residence is entitled to evict him/her. The University proceeds according to Article 8, 8.2, of the HRR;
- i) the Student communicates in matters concerning accommodation exclusively through the e-mail address assigned by UMB; communication from private addresses will not be accepted;
- j) The rights and obligations of the parties not regulated in sections 1 and 2 of this Article of the contract are precisely specified in the Hall of Residence Rules, which are binding for both parties. The HRR become an integral part of this agreement. By signing this agreement, the Student confirms that he/she has read and understands the HRR and undertakes to abide by them.
- k) The Hall of Residence Rules are available for the Student at:
 - UMB (University) webpage,
 - Hall of Residence notice boards,
 - Student Dormitory Council,
 - Manager of the Hall of Residence.

Article IV Accommodation fees and payment

1. The Student undertakes to pay the University the price for accommodation in accordance with the valid pricelist. In the payment, he/she indicates the assigned variable symbol (VS) and the specific symbol (SS). The pricelist of accommodation in individual halls of residence of the University is published on www.umb.sk.
2. Payments for individual periods shall be made exclusively by a cashless transfer to the bank account of the University, which is given above, in the head of the agreement.
3. Accommodation fee is paid in advance by a one off payment for an academic period:
 - a) winter semester (September to January) of the current academic year, from **01.08.** to **15.08.** of the current calendar year – the payment must be credited to the account within this period;
 - b) summer semester (February to May) of the current academic year, from **01.02.** to **20.02.** of the current calendar year – the payment must be credited to the account within this period.
 - c) The amount due is considered paid only after it has been credited to the University account.
 - d) In case of searching for the payment (e.g. payment by postal order, incorrectly entered data, incorrect VS, SS), the Student will be charged a fee of € 5.00. The Student is obliged to submit a proof of payment of the accommodation fee.
 - e) In case the Student does not vacate and hand over the room to the University on the day of termination in accordance with the HRR, he/she is obliged to pay the accommodation fee according to the pricelist of the respective hall of residence from the day following the day of termination until the handover of the room to the University.

Article V Termination of accommodation

1. Accommodation is terminated (whichever comes first):
 - a) **upon expiry of the period** for which the accommodation has been agreed by this agreement, Article II;
 - b) **on the day of proper completion of the study** (§ 65 par. 1 of Act no. 131/2002 Coll. on Higher Education Institutions and on amendments to certain acts, as amended, hereinafter referred to as “Higher Education Act”), where “the day of proper completion of study” is considered to be the day when the Student fulfills the last of the conditions prescribed to complete the study program;
 - c) **on the day of terminating the study in another form** (§ 66 para. 1 and 2 of Higher Education Act), while the Student is obliged to immediately notify this fact in writing (by e-mail or in another written form) at the accommodation office of the University. A part of the notification of terminating of the study is also a copy of the document proving this fact (confirmation of the study department of the relevant faculty). In the case of termination of study according to § 66 par. 2c of Higher Education Act, such a document is a confirmation of the post office on the delivery to the Student;
 - d) **on the day of interruption of study** (§ 64 of Higher Education Act), while the Student is obliged to immediately notify of this fact the accommodation office of the University, in writing (by e-mail or in another written form). A copy of the document proving this fact (confirmation of the study department of the relevant faculty) is also part of the notification of interruption of study;
 - e) **by withdrawal from the agreement** by the Student before the expiry of the agreed period under Article II of this agreement (§ 759 of Civil Code), on the day of expiry of a 30-day period from the delivery of the written withdrawal to the University.

In case the University finds another person interested in accommodation during the said 30-day period, it will conclude an agreement with the Student on termination of accommodation on the date agreed upon. The Student is obliged to compensate the damage caused to the University by the premature cancellation of accommodation (otherwise it will be enforced in court), if the University could not prevent the damage. The damage consists in the financial loss of the University (price for accommodation), which is caused by the impossibility of assigning the accommodation to someone else; the University shall prove the damage by inviting in writing the next person in order interested in accommodation to conclude a contract and if this person does not conclude the contract on the day following the termination of this contract, and/or if the University does not find a substitute for the Student in another way.

In case the University does not find another person interested in accommodation, the Student has the right to find a substitute, which may be:

 - a UMB student who has not been assigned accommodation in any UMB hall of residence,
 - a student of another university,
 - a person from outside, aged between 18 and 26.

With accommodation of a person from outside, the written consent of the roommate student is required. The person must be of the same sex as the Student who is withdrawing from the contract.
 - f) **by withdrawal from the agreement** by the University in case the Student has violated good morals, the Hall of Residence Rules, his/her obligations arising from this contract or otherwise violates the provisions of this contract or the HRR (§ 759 of Civil Code);
 - g) **with impossibility to perform the contract**, for example when the University is unable to provide accommodation and the related services due to an emergency state of the hall of residence, or a decision of state administration bodies or for other relevant reasons (damage or destruction of the building, unfavorable epidemiological situation due to a pandemic, etc.).
2. Any refund of the price for accommodation or its part will be paid non-cash exclusively to a bank account maintained by a bank in the Slovak Republic, based on the request of the Student.

Article VI Common and final provisions

1. The agreement shall enter into force on the day of its signing by both parties and shall take effect on the day following the day of its publication in accordance with § 47a of Act no. 40/1964 Coll. of Civil Code as amended.
2. This agreement is subject to Act no. 211/2000 Coll. on Free Access to Information and on amendments to certain acts (Freedom of Information Act) as amended, mandatory publication in the Central Register of Contracts kept at the Office of the Government of the Slovak Republic.

3. The Student acknowledges the obligation of UMB to publish this agreement and, by signing it, consents to the publication of this agreement in full.
4. Publishing of this agreement in the Central Register of Contracts is the responsibility of UMB Residence Life Office as the person liable, in compliance with the cited act.
5. The agreement may be amended or supplemented only by mutual agreement, by written amendments signed by both parties.
6. Other legal relations not expressly regulated by this agreement are governed by the Civil Code and other valid generally binding legal regulations of the Slovak Republic.
7. The hall of residence is not a place for safekeeping of cash, checkbooks, currencies, jewelry, other valuables and bicycles, and is therefore not responsible for their loss or damage (§ 434 of Act no. 40/1964 Coll. of Civil Code, as amended).
8. The Student agrees to provide his/her personal data to the extent specified in the head of this agreement, for the period of validity of this agreement, to the University information system and agrees with their processing by the University (Article 6, 1a of EU Directive no. 182/2011 of the European Parliament and of the European Council, no. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data).
9. The parties have agreed that the University will communicate with the Student regarding accommodation through the academic information system AiS2.
10. The parties unanimously declare that they have read this agreement before signing it, understand its contents, that the agreement was concluded after mutual negotiation, according to their true and free will, clearly and seriously, without error, not in distress or under noticeably unfavorable conditions, and they voluntarily signed it by hand as a sign of agreement with its contents.
11. The parties declare that they have the capacity to perform legal acts and that their contractual freedom is not restricted in any way.
12. This agreement is made in two copies, of which each party will receive one copy. Each copy has the value of the original.

In Banská Bystrica, date

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University
Ing. Jozef Mrena
Director of Residence Life Office
Matej Bel University in Banská Bystrica

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Student

<https://www.housingadviceni.org/advice-private-tenants/tenant-or-licensee>