

Accommodation Agreement no. / 20...../ SD (Student Dormitory)
concluded in accordance with the provisions of § 754 et seq. Act no. 40/1964 Coll. Civil Code as amended
(hereinafter referred to as the "Civil Code") and other related legislation (hereinafter referred to as the
"Agreement")

Article I. Contracting Parties

The Landlord/ The University:

Name: Matej Bel University in Banská Bystrica
Address: Národná 12, 974 01 Banská Bystrica
Legal form: Public University pursuant to Act No. 131/2002 Coll. on Higher Education and on
Amendments and Supplements to Certain Acts, as amended, established by Act No.
139/1992 Coll. on the Establishment of Matej Bel University in Banská Bystrica
Statutory body: doc. Ing. Vladimír Hiadlovský, PhD, the Rector
MBU Unit: Administration of Special Purpose Facilities of Matej Bel University in Banská
Bystrica,
Trieda SNP 53, 974 00 Banská Bystrica (hereinafter referred to as "ASPF")
Organisation ID number: 30 232 295
Tax ID number: 2021109211
VAT ID number: SK2021109211
Bank connection: State Treasury, Bratislava
IBAN: SK44 8180 0000 0070 0009 5857

Person authorized to sign the contract: Mgr. Ján Gréner, Director of ASPF
Power of attorney: REK/124/2023/109-SR, no.: REK/63/2023 dated 9 January 2023

(hereinafter referred to as the "Landlord" or the "University")

and

Resident:

Name and surname:
Permanent address:
Name of MBU Faculty/Year:

(hereinafter referred to as the "Resident" and together with the Landlord also referred to as the "Contracting Parties" or individually as a "Contracting Party")

Article II. Subject matter of the Agreement

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

Article III. Duration of accommodation

1. The Landlord shall provide the Resident with temporary accommodation and related services for a definite period of time, from 02 September 20__ to 30 June 20__, or until the end of the calendar month in which the Resident duly finishes his/her studies at MBU, if this fact occurs earlier.
2. The purpose of the Agreement is the provision of temporary accommodation to the Resident by the Landlord during his/her studies at MBU or another higher education institution in the respective academic year.

Article IV.
Rights and obligations of the parties

1. The Landlord

- a) undertakes to hand over the indicated room pursuant to Article II to the Resident 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 Resident 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 Resident'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 Landlord, the receptionist and the accommodation unit staff have the right to access the room.

2. The Resident

- a) is entitled to use the Landlord's room referred to in Article II of this Agreement, the common areas of the accommodation facility and to use the services, the provision of which is connected with the accommodation, and at the same time undertakes to use this room and the common areas properly and in accordance with the Dormitory Regulations of the Landlord's Student Dormitories and Student Canteens (hereinafter referred to as the "Dormitory Regulations" or also as the "DR"), and not to make any changes to these premises without the Landlord's consent,
- b) is obliged to get acquainted with the Landlord's DR, and on the day of signing this Agreement, the conditions of accommodation contained in it become binding for the Resident;
- 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 agreement, which is confirmed by signing of this Agreement;
- d) is obliged to immediately notify the Landlord about the loss, theft, damage or impairment of the accommodation card and key. On the basis of such notification, the Landlord will issue a replacement accommodation card and a key, for which the Resident 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 Landlord;
- g) is obliged to settle all obligations towards the Landlord related to accommodation on the date of termination of this agreement, but no later than on the day of leaving the room and handing over the room to the Landlord;
- h) is obliged to move out of the student dormitory within the set deadline. If he/she fails to do so, the student dormitory is entitled to evict him/her. The Landlord proceeds pursuant to Article 8, 8.2, of the DR;
- i) the Resident communicates in matters concerning accommodation exclusively through the e-mail address assigned by MBU; 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 agreement are precisely specified in the Dormitory Regulation, which are binding for both parties. The DR become an integral part of this agreement. By signing this agreement, the Student confirms that he/she has read and understands the DR and undertakes to abide by them.
- k) The Dormitory Regulations are available for the Resident at:
 - MBU website,
 - SD bulletin boards,
 - the Student Boarding Council,
 - the persons in charge of the SDs.

Article V.
Accommodation fees and payment conditions

- 1. The Resident undertakes to pay the Landlord 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 student dormitories 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. The accommodation fee is payable in advance in one payment per period:

- a) from September to February of the respective academic year, from 01 August always until 15 August of the respective calendar year - by this date the payment must already be credited to the Landlord's account,
 - b) from March to June of the academic year in question, from 01 February until 20 February of the calendar year in question, by which time payment must have been credited to the Landlord's account. The amount due is considered paid only after it has been credited to the University bank account.
- 4. The monetary obligation shall be deemed to be fulfilled only when the amount paid is credited to the Landlord's account.
- 5. In the event of a payment search (e.g. payment by postal order, incorrectly entered data, incorrect VS, SS), the Resident will be charged a fee of € 5.00 EUR (in words five Euros). The Resident is obliged to show proof of payment of the accommodation price.
- 6. In case the Resident does not hand over the room to the Landlord on the date of termination of the accommodation in accordance with the DR, he/she undertakes to pay the price for accommodation in accordance with the Price List for Accommodation in the respective Student Dormitory from the day following the date of termination of the accommodation until the time of handing over the room to the Landlord.
- 7. The Resident also undertakes to pay to the Landlord a non-refundable fee for undetected damages to the accommodation facility in the amount according to the valid price list of accommodation in one lump sum to the account of the Landlord specified in Article I of this contract within 15 (fifteen) days from the date of conclusion of this Agreement.

Article VI. 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 III;
 - 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 Resident 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 Resident 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 Resident;
 - d) **on the day of interruption of study** (§ 64 of Higher Education Act), while the Resident 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 Resident 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 Landlord.

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

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

- MBU student who has not been assigned accommodation in any MBU Student Dormitories,
- a student from 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 resident who is withdrawing from the Agreement.
- f) **by withdrawal from the agreement** by the Landlord pursuant to Article III of this Agreement in case the Resident of the SD has grossly violated good morals, the Hall of Residence Rules, his/her obligations arising from this agreement or otherwise violates the provisions of this Agreement or the DR (§ 759 of Civil Code);
 - g) **with impossibility to perform the contract**, for example when the Landlord is unable to provide accommodation and the related services due to an emergency state of the Student Dormitory, 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 Resident.

Article VII. 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 the Civil Code as amended.
2. The 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 Resident acknowledges the obligation of MBU 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 MBU Administration of Special Purpose Facilities as the person liable, in compliance with the cited act.
5. The Agreement may be amended or supplemented only by mutual agreement of the Contracting Parties by written amendments signed by both Parties. The addendum so executed shall become an integral part of the contract.
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 Student Dormitory 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 Resident 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 Landlord shall communicate with the Resident regarding accommodation through the academic information system AiS2.
10. If any provision of this Agreement becomes invalid or ineffective for any reason, the validity of the remaining provisions of this Agreement shall not be affected. The invalid or ineffective provision shall be replaced by an appropriate provision which, within the framework of the applicable law, moreover approximates the intention underlying the conclusion of this contract by the parties.
11. The Contracting 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.
12. The Parties declare that they have the capacity to perform legal acts and that their contractual freedom is not restricted in any way.
13. This Agreement is made in 2 (two) copies, of which each party will receive 1 (one) copy. Each copy has the value of the original.

In Banská Bystrica, dated

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The Landlord
Director of Administration of Special Purpose Facilities
Matej Bel University in Banská Bystrica

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The Resident