

Accommodation Contract

(employee)

concluded pursuant to §754 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended ("Civil Code") between the following parties:

Accommodation Provider:

Comenius University Bratislava (also as "Comenius University")

Registered office: Šafárikovo nám. č. 6, P.O.BOX 440, 814 99 Bratislava

Statutory body: prof. JUDr. Marek Števíček, PhD.

Company ID: 00 397 865

Tax ID: 202 084 5332

VAT ID: SK 202 084 5332

Organisational unit of Comenius University responsible for performance of the contract:

Section for Student Dormitories

Premises: ("SD")

Represented by:

Bank connection:

Account number (IBAN):

BIC:

(the "Accommodation Provider")

and

Accommodated Person:

Name and surname:

Date of birth: .

ID card/passport number: .

Permanent address:

Email:

Telephone:

(the "Accommodated Person")

the Accommodation Provider and the Accommodated Person (the "parties")

Article I

Subject of the Contract

On the basis hereof, the Accommodation Provider commits to provide the Accommodated Person with temporary accommodation and related services in the SD facility, specifically in **room number, block** .

Article II
Accommodation Period and Purpose

The Accommodation Provider will provide the Accommodated Person with temporary accommodation and related services for a fixed period of time, namely **from** **to** (“**accommodation**”)

Article III
Rights and Obligations of the Parties

1. Rights and Obligations of the Accommodated Person:

- a) Upon signature hereof, the Accommodated Person confirms they have reviewed the provisions of the internal rules (the “**rules**”) and agree to the terms and conditions of accommodation as specified therein. The rules are posted in a publicly accessible space intended for public notices and on the Accommodation Provider’s website and comprise an integral part hereof. The rules stipulate the terms and conditions of accommodation under which the Accommodation Provider provides accommodation and related services. Upon signature hereof, the Accommodated Person confirms they have reviewed the price lists (the price list for damages, the price list for select services, etc.) published on the Accommodation Provider’s website and comprising an integral part hereof.
- b) The Accommodated Person has the right to use the premises reserved for the accommodation, as well as the right to use the common areas of the SD and to use the services connected with the accommodation, in accordance herewith, and the rules.
- c) The Accommodated Person is obliged to use the premises reserved for the accommodation and the services connected with the accommodation properly. The Accommodated Person may not make any substantial changes in the accommodation premises without the consent of the Accommodation Provider.
- d) The Accommodated Person may not leave the room and its inventory for use by a third person.
- e) Upon signature hereof, the Accommodated Provider declares they have reviewed the introductory fire safety and health protection information intended for accommodated persons and commit to adhere to these instructions over the duration of the accommodation. These instructions are published on the Accommodation Provider’s website
- f) The Accommodated Person is obliged to check the inventory according to the inventory list found in the room immediately after signature hereof. The Accommodated Person is obliged to report missing inventory, technical or hygienic deficiencies to the email address within three calendar days after receiving the room keys.
- g) The Accommodated Person is obliged to immediately notify the Accommodation Provider via email of a change in the contact details indicated in the heading hereof (address of permanent residence, email address and telephone number). Otherwise, the Accommodation Provider is not responsible for the correct entry of contact details and the proper delivery of documents to the Accommodated Person.
- h) The Accommodated Person is obliged to protect the accommodation card for entering the SD and room keys against loss or theft.
- i) The Accommodated Person shall comply with Act No. 377/2004 Coll. on the Protection of Non-Smokers and on amendment of certain acts, as amended (the “Act on the Protection of Non-Smokers”) and Order of the Rector of Comenius University No. 3/2017 on the prohibition of smoking at Comenius University.
- j) The Accommodated Person commits to adhere to generally binding legislation and the internal regulations of Comenius University and the Accommodation Provider governing health, safety, hygiene and epidemic measures, in particular those related to the occurrence

and spread of coronavirus (COVID-19 disease). The Accommodated Person affirms that they reviewed such generally binding legislation and the internal regulations of Comenius University and the Accommodation Provider upon signature hereof and is obliged to review any subsequent changes thereto. The Accommodation Provider is obliged to endure the exercise of the Accommodation Provider's authority under Article III (2)(e) herein.

- k) The Accommodated Person is obliged to tolerate the restriction in the use of the accommodation to the extent necessary to carry out repairs and maintain the operation of the SD.
- l) The Accommodated Person commits to refrain from using the accommodation in the SD if the Accommodation Provider decides to end accommodation at the SD as a result of the epidemiological situation. In such a case, the Accommodation Provider is not obliged to return the price for the accommodation and is not obliged to provide replacement temporary accommodation to the Accommodated Person.
- m) The Accommodated Person only has the right to be provided with accommodation if they are employed by Comenius University or a unit of Comenius University and fulfils the other conditions defined in the internal regulations of Comenius University.

2. Rights and Obligations of the Accommodation Provider:

- a) The Accommodation Provider is obliged to hand over to the Accommodated Person the premises reserved for the accommodation in a condition suitable for proper use and to ensure the undisturbed exercise of the rights associated with the accommodation.
- b) The provisions of §433 and 436 of the Civil Code apply to the Accommodation Provider's liability for property brought into the accommodation area by the Accommodated Person or for them.
- c) The Accommodation Provider is authorised to enter the Accommodated Person's room at any time to check on the use of the assigned room in accordance herewith and the rules.
- d) The Accommodation Provider is entitled to move the Accommodated Person to another room for health, safety, hygiene, epidemic, operational, reconstruction or other serious reasons, or for the purpose of more efficient use of the accommodation capacity.
- e) The Accommodation Provider reserves the right to condition entry into the SD upon presentation of proof of immunization against COVID-19 or a current test (PCR or antigen test) or other confirmation as permitted under the requirements specified in generally binding legislation if so authorised in light of a poor epidemiological situation as defined in generally binding legislation ensuring the performance of important tasks in the public interest while maintaining appropriate and specific measures to protect the rights and freedoms of the Accommodated Person. The Accommodation Provider's right under the previous sentence applies in kind to other infectious diseases. The Accommodated Person expressly agrees to this right pursuant to this letter.

Article IV Accommodation Price

- 1. The Accommodated Person shall pay the accommodation price in monthly instalments, and no later than by the last day of the calendar month preceding the month for which the instalment is paid. The accommodation price is set per bed and is paid for a whole calendar month of accommodation, regardless of the actual number of days of accommodation in a given calendar month. The Accommodated Person commits to pay the Accommodation Provider a total of € XXX per bed per month.

The Accommodated Person shall pay the accommodation price by bank transfer to the Accommodation Provider's account specified in the heading hereof. Payment is considered complete when the given amount is credited to the Accommodation Provider's account. The

variable symbol shall be the assigned university personal number of the Accommodated Person indicated in the heading hereof.

2. **The Accommodated Person shall pay a deposit totalling € by bank transfer to the Accommodation Provider's account** specified in the heading hereof. The variable symbol shall be the assigned university personal number of the Accommodated Person indicated in the heading hereof. After the proper handover of the accommodation premises at the end of the accommodation and payment of all contractual obligations to the Accommodation Provider (accommodation price, contractual fines, damages caused, etc.), the balance of the deposit will be returned no later than 30 days from the day of the end of the accommodation by bank transfer to the account of the Accommodated Person indicated in the heading hereof.
3. If accommodation operating costs increase (increased costs for services, a reduction in the subsidy from the state budget), the Accommodation Provider has the right to unilaterally increase the accommodation price by a maximum of the amount corresponding to such increased costs and using the procedure defined in internal regulations of Comenius University. In the course of providing accommodation, the Accommodation Provider is entitled to adjust the price for accommodation also by the percentage rate of inflation published by the Statistical Office of the Slovak Republic for the previous calendar year according to the development of the consumer price index, i.e. by the inflation index.
4. The Accommodation Provider will notify the Accommodated Person of the increase in the accommodation price in advance via electronic mail to the email address indicated in the heading hereof. The Accommodation Provider shall publish any increase in the accommodation price at the usual place at the Accommodation Provider's offices and on its website.
5. If the accommodation price increases substantially, the Accommodated Person has the right to withdraw here from under the provisions of §48 (1) of the Civil Code. In such a case, the provision of Article IV (4) does not apply to withdrawal from this Contract. If the Accommodated Person does not withdraw here from within 1 month from the date of notification of the increase in the accommodation price, the Accommodated Person will be bound by the increased price and obliged to pay it. An increase of at least 15% is considered a substantial increase in the accommodation price.
6. The Accommodated Person commits to start paying the increased accommodation price in the month that immediately follows the month in which the price increase was notified by the Accommodation Provider according to Article IV (4) herein.

Article V Contractual Fines

1. If the Accommodated Person is in arrears with the payment of the accommodation price (any of its instalments, or part of it) or with the payment of the deposit under Article IV (1) and (2) herein, they are obliged to pay the Accommodation Provider **a contractual fine of €.....** for every commenced calendar month of default.
2. If the Accommodated Person breaches their obligations hereunder, or under the rules, the Accommodated Person shall pay a contractual fine for every individual breach hereof, or of the rules (i.e. contractual fines are added together), namely in the amounts determined by this article herein, and in the rules. Payment of a contractual fine does not relieve the Accommodated Person of the obligation for which they were penalized in the form of a contractual fine. Enforcement of the Accommodation Provider's entitlement to payment of contractual fines has no prejudice towards the Accommodation Provider's entitlement to compensation for damages caused to the Accommodation Provider's property based on the current price list for damages or any default interest.

3. If the Accommodated Person does not handover the room after the end of the accommodation in accordance herewith and the rules no later than by 11:00 a.m. on the day of the end of the accommodation (unless otherwise agreed), they shall pay to the Accommodation Provider the contractual fine under the rules in the amount of € 100 and twice the daily accommodation price applicable at the time of such default and calculated according to the actual number of days of default. The Accommodated Person is obliged to pay the contractual fine:
 - a) €..... for the loss or theft of their accommodation card used to access the SD building,
 - b) €..... for the loss or theft of the keys to the accommodation premises,
 - c) €..... if the Accommodated Person violates health, safety, hygiene or epidemic measures related to the occurrence and spread of the coronavirus (COVID-19 disease),
 - d) other contractual fines under Article 11 of the rules.
4. The Accommodated Person is aware that any breach of health, hygiene, safety or epidemiological measures related to the occurrence and spread of coronavirus (COVID-19 disease) may result in restrictions on their access to the Accommodation Provider's buildings.

Article VI Termination of Contract

1. The Accommodation Provider is entitled to withdraw here from before the expiry of the agreed period of accommodation if the Accommodated Person grossly violates good manners or otherwise grossly violates their obligations hereunder.
2. The Accommodation Provider is entitled to withdraw here from if the Accommodated Person does not pay the accommodation price or the deposit in the amount and within the deadlines set herein.
3. The Accommodation Provider is entitled to withdraw here from if the Accommodated Person provided false information in the request for accommodation or submitted falsified confirmations or documents on the basis of which the accommodation was allocated to him/her or if the Accommodated Person submitted falsified documents required under Article III (2) (e) hereof.
4. The Accommodated Person is entitled to withdraw here from before the end of the agreed period of accommodation, but they shall only compensate the Accommodation Provider for damage caused by early cancellation of accommodation if the Accommodation Provider could not prevent the damage.
5. The Accommodation Provider is authorised to give notice of termination hereto with a one-week notice period for health, hygiene, safety, epidemiological, emergency, renovation or other serious reasons. The notice period begins on the first day following the day on which the notice was delivered to the Accommodated Person.
6. The Accommodation Provider is entitled to withdraw here from if the Accommodated Person no longer meets the conditions specified in Article III (1) (m) herein and the accommodation is not terminated by agreement of the parties.

Article VII Transitional and Final Provisions

1. Unless specifically stipulated otherwise herein, **all notification and other communication related** hereto ("documents") **must be prepared in written form and delivered to the other party by a universal mail carrier or electronic mail (email) or in person.** Documents delivered in paper form shall be deemed to have been delivered on the date of receipt by the receiving party. If one part does not receive such documents, the documents shall be deemed to have been delivered upon expiry of the period specified by the postal carrier for its receipt. The documents shall also be deemed to have been delivered if the receiving party refuses to accept them. **For delivery by electronic mail (email), the electronic mail will be sent to the email address specified in the heading hereof, or to the email address assigned to the Accommodated Person by Comenius University or the Comenius University faculty.**
2. If the contract is signed by hand, two copies are signed, of which each party receives one copy. If the contract was concluded electronically, each party shall keep the execution of the contract in electronic form; this does not affect the right of the Accommodation Provider to demand the signing of the written form hereof.
3. This contract may be amended or extended upon the agreement of both parties in the form of written and properly numbered addenda hereto. This contract is valid on the date of its signature by both parties hereto and enters into effect on the date after the day of its publication in the Central Register of Contracts in accordance with the provisions of §47a of the Civil Code.
4. Under the provisions of Act No. 211/2000 Coll. on Free Access to Information and on amendment of certain acts, as amended (the "Freedom of Information Act"), this contract is subject to mandatory publication in the Central Register of Contracts and the Accommodated Person acknowledges that the contract will be published in the Central Register of Contracts.
5. The parties further agreed that the rights and obligations as well as the legal relationships arising hereunder are governed by the valid legal regulations of the Slovak Republic. All disputes arising here from will be resolved by the competent general court in the Slovak Republic.
6. If any of the provisions hereof becomes invalid or ineffective for any reason, the validity of the other provisions hereof shall not be affected. The invalid or unenforceable provision hereof shall be replaced with a suitable alternative that as closely approximates the original intent of the parties during the conclusion hereof within valid legal regulations.
7. The parties declare that they have read this contract, understand its content, that it was concluded after mutual consent, but not under duress or under noticeably disadvantageous conditions, and sign it without reservation as a sign of their agreement with it.
8. Upon signature hereof, the Accommodated Person confirms they have reviewed the information on the processing of personal data on the Accommodation Providers website.

Bratislava,

.....
Accommodation Provider

.....
Accommodated Person