

## Accommodation Contract

(commercial)

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

### Accommodation Provider:

**Comenius University Bratislava** (hereinafter also referred to as "**CU**")

Registered office: Šafárikovo nám. No. 6, P.O.BOX 440, 814 99  
Bratislava

Statutory body: prof. JUDr. Marek Števček, DrSc.

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 Houses

Premises: Mlyny CU, Staré Grunty 36, 841 04 Bratislava (hereinafter referred to as "**the Student House (SH)**")

Represented by: Bc. Roman Rybjanský, entrusted with the management of the Section for Student Houses

Bank connection: State Treasury

Account number - IBAN: SK41 8180 0000 0070 0067 1703

BIC: SPSRSKBA

(hereinafter referred to as "**the Accommodation Provider**")

and

### Accommodated Person:

Name and surname:

Date of birth: .

ID card/passport number: .

Permanent address:

Email:

Telephone number:

(hereinafter referred to as "**the Accommodated Person**")

the Accommodation Provider and the Accommodated Person (hereinafter also referred to as "**the Parties**")

## Article I

### Subject-Matter of the Contract

On the basis hereof, the Accommodation Provider commits to provide the Accommodated Person with temporary accommodation and related services in the SH premises in the furnished room number ....., block .....

## **Article II Accommodation Period and Purpose**

The Accommodation Provider shall provide the Accommodated Person with temporary accommodation and related services for a fixed period of time, namely **from** ..... **to** ..... (hereinafter referred to as "**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 he/she has reviewed the provisions of the Dormitory Regulations (hereinafter referred to as "**the DR**") and agrees to the terms and conditions of accommodation as specified therein. The DR are published on the Accommodation Provider's website [mlyny.uniba.sk](http://mlyny.uniba.sk) and form an integral part of this Contract. The DR stipulate the terms and conditions of accommodation under which the Accommodation Provider provides accommodation and related services. Upon signature hereof, the Accommodated Person confirms he/she has familiarised himself/herself with the price lists (the price list of damages, the price list of selected services, etc.) published on the Accommodation Provider's website [mlyny.uniba.sk](http://mlyny.uniba.sk) and forming an integral part hereof.
- b) The Accommodated Person has the right to use the premises reserved for accommodation, as well as the right to use the common areas of the SH and to use the services connected with accommodation, in accordance with this Contract and the DR.
- c) The Accommodated Person is obliged to use the premises reserved for accommodation and the services connected with accommodation properly. The Accommodated Person may not make any substantial changes in the accommodation premises without the Accommodation Provider's consent.
- d) The Accommodated Person is not allowed to let the room and its inventory to be used by a third party.
- e) Upon signature hereof, the Accommodated Provider declares he/she has reviewed the introductory fire protection, safety and health protection information intended for the Accommodated Persons and commits to adhere to these instructions over the duration of accommodation. These instructions are published on the Accommodation Provider's website [mlyny.uniba.sk](http://mlyny.uniba.sk).
- f) The Accommodated Person is obliged to check the inventory according to the inventory list in the room immediately after taking over the accommodation unit/room. The Accommodated Person is obliged to report missing inventory, technical or hygienic deficiencies to the e-mail address [mlyny.hospodarske@uniba.sk](mailto:mlyny.hospodarske@uniba.sk) within three calendar days after receiving the keys to the accommodation unit/room.
- g) The Accommodated Person is obliged to immediately notify the Accommodation Provider via email of a change in his/her contact details provided in the heading of this Contract (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 entry card for entering the SH and keys to the room against loss or theft.
- i) The Accommodated Person is obliged to comply with Act No. 377/2004 Coll. on the Protection of Non-Smokers and on Amendments and Additions to Certain acts, as amended (hereinafter referred to as "**the Act on the Protection of Non-Smokers**") and the 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 infectious diseases. The Accommodated Person also declares that he/she has reviewed such generally binding legislation and the internal regulations of Comenius University and the Accommodation Provider upon signature hereof and is also 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) hereof.

- k) The Accommodated Person is obliged to tolerate the restriction in the use of accommodation to the extent necessary to carry out repairs and maintain the operation of the SH.
- l) The Accommodated Person commits to refrain from using accommodation in the SH if the Accommodation Provider decides to interrupt accommodation at the SH as a result of the epidemic situation. In such a case, the Accommodation Provider is not obliged to refund the accommodation price and is not obliged to provide replacement temporary accommodation to the Accommodated Person.

**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 accommodation in a condition suitable for proper use and to ensure the undisturbed exercise of his/her rights associated with accommodation.
- b) The provisions of Sections 433 and 436 of the Civil Code apply to the Accommodation Provider's liability for property brought into the accommodation unit/room by the Accommodated Person or for him/her.
- 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 with this Contract and the DR.
- d) The Accommodation Provider is authorised 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) In the event of infectious diseases, the Accommodation Provider reserves the right to condition entry to the SH upon presentation of a certificate in accordance with the requirements laid down by generally binding legislation if so authorised in light of a poor epidemic situation as defined in applicable 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 Accommodated Person expressly agrees to this right of the Accommodation Provider pursuant to this letter.

**Article IV  
Accommodation Price**

- 1. The Accommodated Person is obliged to pay the accommodation price in monthly instalments by bank transfer to the Accommodation Provider's account specified in the heading of this Contract, so that **the payment for each calendar month must be credited to the Accommodation Provider's account no later than on the last day of the preceding calendar month.** The variable symbol provided in the heading of this Contract must be entered at the time of payment. Otherwise, the payment will not be recorded and will be considered unpaid. The accommodation price is always paid for the entire calendar month of accommodation, regardless of the actual number of days of accommodation in a given calendar month. **The accommodation price is in the amount of EUR ..... / month.**
- 2. **The Accommodated Person is obliged to pay the tax on accommodation (local tax) of EUR 3/person/night according to the Generally Binding Ordinance of the Capital City of Bratislava and a security deposit of EUR 100 by bank transfer to the Accommodation Provider's account** provided in the heading of this Contract before check-in. After proper check-out and payment of all contractual obligations to the Accommodation Provider (contractual penalties, damages caused, etc.), the balance of the security deposit will be returned no later than 30 days

from the day of the end of accommodation by bank transfer to the Accommodated Person's account provided in the heading of this Contract.

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 authorised to adjust the accommodation price 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.

#### **Article V Contractual Penalties**

1. If the Accommodated Person is in arrears with the payment of the accommodation price (any of its instalments, or part of it) under Article IV of this Contract, he/she is obliged to pay the Accommodation Provider **a contractual penalty of EUR 11.00** for each commenced calendar month of delay.
2. If the Accommodated Person breaches his/her obligations hereunder, or under the DR, the Accommodated Person shall pay a contractual penalty for each individual breach hereof, or of the DR (i.e. contractual penalties are added together), namely in the amounts determined by the DR and the valid price lists of damages and fees published on the Accommodation Provider's website [mlyny.uniba.sk](http://mlyny.uniba.sk). Payment of a contractual penalty does not relieve the Accommodated Person of the obligation for which he/she was penalized in the form of a contractual penalty. Enforcement of the Accommodation Provider's entitlement to payment of contractual penalties has no prejudice towards the Accommodation Provider's entitlement to compensation for damages caused by the Accommodated Person to the Accommodation Provider's property based on the current price list of damages or any default interest.
3. If the Accommodated Person does not hand over the accommodation unit/room after the end of accommodation in accordance with this Contract and the DR no later than by 11:00 a.m. on the day of the end of accommodation (unless otherwise agreed), he/she shall pay to the Accommodation Provider the contractual penalty under the DR in the amount of EUR 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.
4. The Accommodated Person is aware that any breach of health, hygiene, safety or epidemic measures related to the occurrence and spread of infectious diseases may result in restrictions on his/her access to the Accommodation Provider's buildings.

#### **Article VI Termination of the Contract**

1. The Accommodation Provider is authorised to withdraw from this Contract before the expiry of the agreed period of accommodation if the Accommodated Person grossly violates good manners or otherwise grossly violates his/her obligations hereunder, or under the DR.
2. The Accommodation Provider is authorised to withdraw from this Contract if the Accommodated Person fails to pay the accommodation price or the security deposit or the tax on accommodation in the amount and within the deadlines set herein or fails to pay the damage caused or the contractual penalty in full within the time-limit set by the Accommodation Provider.

3. The Accommodation Provider is authorised to withdraw from this Contract if the Accommodated Person provided false information in the request for accommodation or submitted falsified confirmations or documents on the basis of which 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 authorised to withdraw from this Contract before the expiry of the agreed period of accommodation, but he/she shall compensate the Accommodation Provider for damage caused by early cancellation of accommodation only 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, epidemic, emergency, renovation or other serious reasons. The notice period begins on the first day following the day on which the notice of termination was delivered to the Accommodated Person.

## Article VII Transitional and Final Provisions

1. Unless stipulated otherwise herein, **all notifications and other communication related hereto (hereinafter also referred to as "documents") must be drawn up 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. In the event of non-receipt of a document by a Party, the document shall be deemed to have been delivered upon expiry of the time-limit specified by the postal carrier for its receipt. The document shall also be deemed to have been delivered if the 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 of this Contract, or to the email address assigned to the Accommodated Person by Comenius University or the CU faculty.**
2. If this Contract is signed by own hand, two copies are signed, of which each Party receives one copy. If this Contract was concluded electronically, each Party shall keep the execution of this Contract in electronic form; this does not affect the Accommodation Provider's right to demand the signing of the paper form hereof.
3. This Contract may be amended or extended upon the agreement of both Parties in the form of written and properly numbered amendments 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 Section 47a of the Civil Code.
4. Under the provisions of Act No. 211/2000 Coll. on Free Access to Information and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as "**the Freedom of Information Act**"), this Contract is subject to mandatory publication in the Central Register of Contracts and the Accommodated Person acknowledges that this 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 from this Contract shall 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 ineffective provision shall be replaced with a suitable alternative that as closely as possible 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 he/she has reviewed the information on the processing of personal data on the Accommodation Provider's website [mlyny.uniba.sk](http://mlyny.uniba.sk).

In Bratislava, .....

.....  
Accommodation Provider

.....  
Accommodated Person