

ACCOMMODATION CONTRACT

concluded in accordance with Section 754 et seq. of Act No. 40/1964 Coll., Civil Code, as amended (hereinafter referred to as the "Contract")

Article I PARTIES

Landlord: Slovak University of Technology in Bratislava (hereinafter referred to as the "STU")

Registered office: Vazovova 5, 812 43 Bratislava
STU Student Houses and Canteens of the STU (hereinafter referred to as the "ÚZ ŠDaJ")
Bernoláková 1, 811 07 Bratislava

Statutory body: **Dr.h.c., prof.h.c., prof. Dr. Ing. Oliver Moravčík**, Rector STU

Person authorised to sign the Contract: **Ing. Peter Velčícký**, Operating Director of the Student House (hereinafter referred to as the "SH")
Mladá garda - Račianska 103, 831 02 Bratislava 35, within the delegated part of the Rector's authority

Person authorised to act in contractual matters: Ing. František Hulík, Director of ÚZ ŠDaJ

Company Registration No. (IČO): 00397687

VAT Identification No. (IČ DPH): SK2020845255

Tax Identification No. (DIČ): 2020845255

IBAN: SK2081800000007000078344

SWIFT: SPSRSKBAXXX

Legal form: public institution under Act No. 131/2002 Coll., on Higher Education and on Changes and Supplements to Certain Acts, as amended (hereinafter referred to as the "Higher Education Act")

(hereinafter referred to as the "Landlord")

Accommodated Person:

Name, surname, title: **Joseph Kaniyamthara Biju**

Student variable symbol:

Tel./Email:

(hereinafter referred to as the "Accommodated Person")

Article II SUBJECT MATTER OF THE CONTRACT

- The Landlord undertakes to provide the Accommodated Person with temporary accommodation (one bed) in a furnished single/double/triple room No. [REDACTED] in the SH **Mladá garda - Račianska 103, 831 02 Bratislava 35** in the academic year **2023/2024**, for the period of **13.05.2024** until the day of the end of the examination time (inclusive) in accordance with the binding time schedule for the academic year **2023/2024** as announced by the Rector, unless the situation under Article III Paragraph 2 hereof occurs, due to which the accommodation may be terminated earlier. If the Accommodated Person is a doctoral student of the STU, the accommodation shall be provided to him/her until the end of the academic year **2023/2024**.
- If the Accommodated Person shall perform the professional practice determined by the study programme after the end of the examination time under Paragraph 1 of this Article, he/she shall also be entitled to accommodation during the holidays in compliance with the time schedule of the academic year, as defined in Paragraph 1 of this Article, for the necessary period of the professional practice.

Article III ACCOMMODATION START AND END

- Accommodation shall **start** on the date of signing this Accommodation Contract by both Parties hereto.
- Accommodation shall end** (whichever comes first)

- by **expiry of the period** for which the accommodation has been provided hereunder, pursuant to Article II hereof;
- on the **day of regular completion of the studies pursuant** to Section 65(1) of the 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(1) and (2) of the Higher Education Act, in which case the Accommodated Person is obliged to notify the Accommodation Department of the Landlord, the Notice of Study Termination shall also include a copy of the document proving this fact. If the study is terminated pursuant to Section 66(2)(c) 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, the Administration of ÚZ ŠDaJ, Bernolákova 1, of this fact in writing by email without undue delay (hereinafter referred to as the "Notice of Study Interruption"). The Notice of Study Interruption shall also include a copy of the document proving this fact;
- 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 on the specified form (Request for Early Check-out) and in a way determined in the guideline published on the website: <https://ubytovanieastravovanie.stuba.sk/en>.
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 by the Landlord by the early termination of accommodation if the Landlord could not prevent it. 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 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 STU student, to whom accommodation has not been assigned at any ŠD STU,
 - student of another university,
 - 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 **by the Landlord** if the Accommodated

Administration of ÚZ ŠDaJ, Bernolákova 1, of this fact in writing by email without undue delay (hereinafter referred to as the "Notice of Study Termination").

Person in the SH seriously breaches the provisions of the Accommodation Regulations of the Student Houses of the Slovak University of Technology in Bratislava, as maintained by the Administration of the Student Houses and Canteens of the Slovak University of Technology in Bratislava (hereinafter referred to as the "Accommodation Regulations"), or otherwise breaches the provisions of this Contract and the Accommodation Regulations despite a prior written notice of any and all breaches of this Contract or the Accommodation Regulations;

- g) **by agreement to terminate the Contract**, if the accommodated person does not accept the replacement accommodation provided to him or her in the event of reconstruction of spaces designated for accommodation under this Contract or reconstruction of another part of the SH which will prevent due assignment of an accommodation space,
- h) **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, based on the decision of a competent government authority, or for other objective reasons (damage or destruction of the building).

Article IV REPLACEMENT ACCOMMODATION

1. The Accommodated Person is entitled to replacement accommodation which is to be provided by the Landlord if the premises determined for accommodation hereby cannot be used by the Accommodated Persons due to their state of disrepair.
2. In the event of reconstruction of spaces designated for accommodation under this Contract or reconstruction of another part of the SH which will prevent due assignment of an accommodation space, the Accommodated Person:
 - a) accepts the assigned replacement accommodation,
 - b) enters into an agreement with the Landlord to terminate this Contract pursuant Article III, item 2 g) of this Contract.
3. The replacement accommodation shall start and end based on a separate written legal act, usually based on the Contract on Replacement Accommodation.
4. For the duration of the Contract on Replacement Accommodation, the rights and obligations hereunder shall not apply to the extent to which they are contrary to the Contract on Replacement Accommodation. The rights and obligations hereunder shall start to apply on the day following the termination of the Contract on Replacement Accommodation; this provision does not apply in the event that the Contract on Replacement Accommodation terminates on the same day as the day of termination of the accommodation pursuant to Article II hereof.
5. Unless stated otherwise, the Contract on Replacement Accommodation shall be governed by the provisions hereof.

Article V PRICE FOR ACCOMMODATION

1. The Accommodated Person undertakes to pay the Landlord the price within the deadlines determined by the Landlord. The price for accommodation (hereinafter referred to as the “price” or “payment”) shall be determined for one bed per 1 calendar month.
2. The prices are stated in the STU Student Accommodation Price List (hereinafter referred to as the “Price List”), published on the website: <https://ubytovanieastravovanie.stuba.sk/en>
3. The Accommodated Person acknowledges that, should the prices in the Price List be changed, he/she is obliged to pay the adjusted price from the date on which the change becomes effective.
4. The payment shall be made by **wire transfer** to the Landlord’s bank account specified in Article I in the section “Landlord” hereof.
5. The price shall be paid **in advance for 1 month**, for the payment periods stated below;
Payment periods and due dates:
 - a) The **1st payment period** shall be from 2 September (or the first business day in September) to 30 September – with the due date of **5 September**.
Due to unambiguous identification of the payment, the payments for the 1st payment period **can** be made (credited to the Landlord’s account) no earlier than **from 1 August** of the respective year.
 - b) *Further monthly payment periods* shall be with the due date until **the 5th day of the month concerned** (e.g., due date for October shall be 5 October, for November it shall be 5 November, etc.).
The payment for January (5th payment period) shall be made in January, i.e., by 5 January, due to accruing the revenues in the Landlord’s accounting.
 - c) The *payment period* for **June** is from 1 June until the day of the end of the examination time in accordance with the binding time schedule for the current academic year within the meaning of Article II hereof – with the due date of **5 June**.
 - d) The payment period for **July** is from 1 July to 31 July – with the due date of **5 July**.
 - e) The payment period for **August** is from 1 August to 31 August – with the due date of **5 August**.
In the event the due date of the price for accommodation is on a bank holiday, the payment’s due date shall be **the next working day**.
6. The Accommodated Person, who on the date of conclusion of the Contract or during the validity of this Contract, within the meaning of Act No. 582/2004 Coll. on local taxes and the local fee for municipal waste and small construction waste in the wording of later regulations in conjunction with the currently valid general binding regulation of the Capital City of the Slovak Republic, is obliged to pay the **tax for accommodation**, shall be obliged to pay the tax in the amount of a **maximum of 60 overnight stays** in one calendar year. The tax for accommodation shall be paid by the Accommodated Person by the **electronic** transfer of funds to the bank account of the Landlord and under

the variable symbol specified in Article I of this Contract.

7. The Accommodated Person is obliged to present a document proving the payment of the price for accommodation within 5 calendar days from the Landlord’s request at the latest.
8. The financial obligation of the Accommodated Person shall be considered fulfilled by crediting the due amount, in a manner under Paragraph 4 of this Article, to the Landlord’s account, specified in Article I in the “Landlord” section hereof, and under the variable symbol, specified in Article I in the “Accommodated Person” section hereof.
9. If a payment that cannot be identified by a variable symbol or otherwise is credited to the Landlord’s account, such a payment shall be returned to the account from which it was paid within 7 business days from the day on which it was credited to the Landlord’s account.
10. Any overpayment shall be considered a financial security which shall be used in the course of the accommodation for the settlement of any potential arrears in payments for accommodation, interest on late payments, contractual penalty or compensation for damage.
11. If an **overpayment** occurs to the Accommodated Person at the day of **accommodation termination** or at the early check-out under Article III hereof, the Landlord will remit such overpayment by bank transfer to the Accommodated Person’s bank account from which the last payment was sent in the minimum amount of the returned overpayment, within 30 business days from the official handover of the accommodation unit at the latest.
12. An overpayment (within the meaning of Paragraph 11 of this Article) of an Accommodated Person from a country outside the European Union (countries outside the SEPA transactions) shall only be returned if it **exceeds** the fee relating to its remitting to the Accommodated Person’s bank account.

Article VI CONTRACTUAL PENALTIES

1. Should the Accommodated Person fail to pay the price for the accommodation in the agreed amount, by the due date and under the correct variable symbol, he/she is obliged to pay **interest on late payments** under Section 10(2) of Act No. 176/2004 Coll., on the Disposal of the Property of Public Institutions and the Amendment to Act No. 259/1993 of the National Council of the Slovak Republic, on the Slovak Forestry Chamber, as amended by Act No. 464/2002 Coll., as amended. In addition, he/she is obliged to pay a **contractual penalty** (even if the contractual obligations are breached not through a fault of the Accommodated Person, e.g., by error of the financial institution) in the amount of 0.3 % of the amount due for each day of delay. The agreement regarding the contractual penalty shall not affect the Landlord’s entitlement to demand compensation for damages. Both entitlements can be exercised by the Landlord concurrently. Both the contractual penalty and the interest on late payments are to be paid via a separate bank transfer to the Landlord’s account stated in Article

I in the “Landlord” section hereof (separately from the price for the accommodation).

2. If the payment needs to be searched for due to the incorrectly stated variable symbol, the Accommodated Person shall pay a **contractual penalty** amounting to EUR 5.
3. In the case of loss or theft of the accommodation card, the Accommodated Person shall pay the Landlord the **sum for issuing a new card** in the amount of EUR 13, and in the case of loss or theft of the key to the room, he/she shall pay the **sum for making an extra key** in the amount of EUR 20.
The sum for issuing a new card and making an extra key is to be paid by the Accommodated person by a stand-alone wire transfer to the bank account of the Landlord provided in Article I, part “Landlord” of this Contract (separately from the price for accommodation and settlement of contractual penalties and default interest). The Landlord shall provide the Accommodated Person with a replacement key or a new accommodation ID only after the sum stipulated under this paragraph is paid.
4. If accommodated person does not handover the room to the date of termination of accommodation in terms of article III, point 2 of this Contract, he (she) commits to pay penalty of 7,00 € for every day of accommodation until proper handover of the room to the landlord in accordance with article 2, point 10 of the Accommodation order.
5. In the event that the Accommodated Person does not properly **vacate** the room according to Article 2, point 10 of the Accommodation order, the Accommodated Person is obliged to pay a **contractual penalty** of € 100. It is not considered as a proper vacation of the room if the Accommodated Person leaves the key at the reception of the SH or gives the key to another person.
6. By signing this Agreement the Accommodated person agrees to the current price list of damages of the SD.
7. In compliance with Section 544(1) of the Civil Code, the Accommodated Person is also obliged to pay the contractual penalty even though the Landlord did not incur any damage as a result of a breach of the obligations of the Accommodated Person.

Article VII THE DEPOSIT

1. The Accommodated Person agrees to pay a **deposit** of € **100** before accommodation by an electronic transfer of funds to the bank account of the Landlord and under the variable symbol, which are listed in Article I of this Contract. Within the meaning hereof, the date of payment shall mean the day on which the money is credited to the bank account of the Landlord.
2. **The deposit** shall serve as financial guarantee for the settlement of contractual obligations under Articles V and VI hereof, as well as compensation for damage (both intentional and negligent damage) caused to the accommodation facility during accommodation (hereinafter referred to as the “commitments”).
3. For the purposes hereof, damage shall mean any damage to property incurred by the Landlord by damage to, depreciation, misuse or theft of accommodation

furnishings in the accommodation unit by the Accommodated Person.

4. In the event that the Accommodated Person fails to pay the deposit under Paragraph 1 of this Article, such a breach hereof shall be considered a substantial breach hereof with the entitlement to withdraw from the Contract by the Landlord with immediate effect. .
5. Legal effects of withdrawal from the Contract shall arise as of the moment of delivery of the written withdrawal notice to the Accommodated Person (ex nunc).
6. The Landlord is entitled to use the money from the deposit during accommodation for the settlement of outstanding commitments.
7. At the Landlord’s written request, the Accommodated Person is obliged to pay the sum of the deposit to its full amount, to the bank account and in the manner pursuant to Paragraph 1 of this Article, within 5 days from delivery of the request to the Accommodated Person.
8. On termination of student or tourist accommodation, after the accommodation unit is properly handed over and all contractual commitments within the meaning of Articles V and VI hereof as well as any damage caused to the accommodation furnishing are paid, the deposit or the balance thereof shall be remitted bank transfer to the bank account from which the deposit was paid within 30 business days from the official handover of the accommodation unit at the latest. The deposit or the balance thereof shall be reduced of any fees relating to its remitting to the Accommodated Person’s bank account in terms hereof.
9. Service of documents stated in this Article shall be subject to the terms and conditions defined in Article 4 of the Accommodation Regulations, as amended.

Article VIII COMMON AND FINAL PROVISIONS

1. If the term “fee” or “accommodation fee” in the respective grammatical form is mentioned in legal acts or other documents relating to this Contract or the Contract on Replacement Accommodation, if issued prior to the effective date hereof, such a term shall mean the “price”, “price for accommodation”, or the “sum” in the respective grammatical form, always according to the meaning of the respective provision, legal act or the relevant document.
2. Rights and obligations not regulated hereby shall be governed by the provisions of the Civil Code and internal regulations of the STU governing accommodation of students in the Student Houses under the Administration of ÚZ ŠDaJ.
3. The Accommodated Person is obliged to check once a week his/her email box created at the STU: @is.stuba.sk, to which the Landlord shall send information regarding accommodation. If the Landlord requires an answer, the Accommodated Person is obliged to respond to the respective email.
4. The Accommodated Person shall be responsible for damage caused to STU property pursuant to the provisions of Section 420 et seq. of the Civil Code, as well as pursuant to other generally binding legal regulations and internal regulations of the STU.

5. The Accommodated Person has been instructed and acquainted with internal regulations in the area of accommodation, and undertakes to observe them.
6. By signing hereof, the Accommodated Person acknowledges that, pursuant to Section 434 of the Civil Code, the SH is not a place for the safekeeping of money, credit cards, jewellery and other valuables in compliance with generally binding legal regulations and internal regulations of the STU.
7. The Landlord, in the role of a collector, processes the personal data of the Accommodated Person in the position of a Data Subject in the sense of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Act No. 18/2018 Coll., on personal data protection and amendment and additions to certain acts.
8. The accommodated person undertakes to comply with the provisions of the Accommodation and Operating Regulations of the SD, the Instructions of the Director of the SD and the regulations on Safety and health protection at work and Protection against fire.
9. Any and all internal regulations in the area of accommodation, as amended, in particular the Accommodation Regulations, Rules for Allocation of Accommodation to Students in Accommodation Facilities of the Slovak University of Technology in Bratislava, Guideline for Check-in to the Accommodation Facility, Fire Protection and Health and Safety Training of Accommodated Persons, as well as the specified forms (e.g., Request for Early Check-out, Request for Refund of Aliquot Part of the Price Paid for Accommodation) are published on the website: www.ubytovanieastravovanie.stuba.sk.
10. This Contract is subject to publication in the Central Register of Contracts held by the Government Office of the Slovak Republic.
11. Any modifications and amendments hereto (e.g., change in the price for accommodation, change of the room, etc.) may only be made in writing in the form of concluding a new Accommodation Contract. The present Contract shall expire as of the effective date of the new Accommodation Contract.
12. In the case of the outbreak and spread of contagious diseases (pandemics) in connection with measures to protect the health of the population adopted by the Public Health Authority of the Slovak Republic, related to the outbreak and spread of dangerous viral diseases (hereinafter referred to as "Measures"), the Accommodated Person is obliged to follow the STU internal organizational and control standards (e.g. the Rector's order), or directions of the director of ÚZ ŠDaJ, which were adopted in accordance with the Measures and apply to accommodation (e.g. check-out, price for accommodation and others).
13. For the duration of Measures within the meaning of the previous paragraph hereof, the rights and obligations hereunder shall not apply to the extent to which they are contrary to the Measures. The rights and obligations hereunder shall start to apply on the day following the day of revocation of the Measures.
14. The Parties declare that they have read this Contract before signing, understood it, and that it has been entered into by mutual agreement and based on their free will, neither under duress nor under conspicuously disadvantageous conditions. They confirm the authenticity of this Contract by affixing their signatures.
15. This Contract has been made in two counterparts, of which each Party shall receive one.
16. The following attachments are an integral part of this Contract:
 - a) Declaration of undergoing entry-level instructions of the Accommodated Person regarding the health and safety and fire protection regulations,
 - b) Solemn declaration of health state,
 - c) Information regarding the extent of processing of personal data and about the rights of the data subject.
 - d) Room takeover protocol,
 - e) Schedule of cleaning services.

In Bratislava, dated **13.05.2024**

/s/ Ing. Peter Velčický [2024-05-14]

Signature of the Landlor

/s/ Joseph Kaniyamthara Biju [2024-05-14 00:25:22.406804+02]

Signature of the Accommodated Person