

Employee Accommodation Contract No. 9710/0050/24

Entered into pursuant to Section 754 et seq. of Act No. 40/1964 Coll., Civil Code, as amended
(hereinafter referred to as the "Civil Code")
- hereinafter referred to as the "Contract"

Art. I

Parties

Landlord:

Registered office:

Slovak University of Technology in Bratislava (STU)
Vazovova 5, 812 43 Bratislava
Student Houses and Canteens of STU (ÚZ ŠDaJ)

Statutory body:

Bernoláková 1, 811 07 Bratislava
Dr. h. c., prof. h. c., prof. Dr. Ing. Oliver Moravčík,
Rector

Person authorised to sign the Contract:

Ing. František Hulík, Director of ÚZ ŠDaJ

Company Registration No. (IČO):

00397687

VAT Identification No. (IČ DPH):

SK2020845255

Tax Identification No. (DIČ):

2020845255

IBAN:

SK5181800000007000076234

SWIFT:

SPSRSKBAXXX

Legal form:

public institution under Act No. 131/2002 Coll., on Higher
Education and on Amendments and Supplements to Certain
Acts, as amended

(hereinafter referred to as the
"Landlord")

Accommodated Person:

Name and surname:

Cornelius Wilhelm van der Westhuizen

Date of birth:

Residence:

Identity Card No.:

Employee:

(enter the part of STU and workplace)

Contact:

(hereinafter referred to as the "Accommodated Person")

Art. II

Subject Matter of the Contract

1. The Landlord undertakes to provide the Accommodated Employee with temporary accommodation and related services in a furnished accommodation unit No.34/3/54 with a floor area of 36,39 m² (hereinafter referred to as the "accommodation unit"), located on the 3rd floor of the student house SH Akademik (hereinafter referred to as the "SH"), Vazovova 1, Bratislava (hereinafter referred to as the "accommodation facility") – hereinafter also referred to as the "accommodation". The Accommodated Person undertakes to pay the Landlord the price for the accommodation and related services.

Art. III

Accommodation Term

1. The Landlord shall provide the accommodation to the Accommodated Person for a definite period of time from **1. 9. 2024** to **31. 12. 2024**.

Art. IV

Price for the Accommodation and Related Services

1. The Accommodated Person undertakes to pay the Landlord for the accommodation and related services a price at the amount of **420,00 EUR** (in words: fourhundredtwenty EUR) monthly, i.e. for each month of accommodation.
2. The Accommodated Person undertakes to pay the Landlord for the first month for the accommodation a proportional part of the price for the actual number of days of accommodation in the amount of **420,00 EUR** (in words: fourhundredtwenty EUR).
3. The price for the accommodation and related services (hereinafter referred to as the "price") shall be paid by the Accommodated Person on a monthly basis via bank transfer to account No. **SK518180 0000 0070 0007 6234** held with the State Treasury (Štátna pokladnica), under the variable symbol (**VS**) , payable by the 15th day of the month to

which the payment relates. The Parties have agreed that the price shall not be paid by postal money order.

4. The financial obligation shall be deemed to have been met upon the crediting of the outstanding amount to the Landlord's account stated in Paragraph 2 of this Article.
5. Should the operating costs for the accommodation increase (in particular the price of goods or services), the Landlord is entitled to increase the price unilaterally up to a maximum sum equivalent to the increased costs. The decision regarding the price increase shall be made by the bursar of STU based on a proposal from the Director of ÚZ ŠDaJ, and the Accommodated Person shall be notified of the fact by publication of the accommodation price list at a commonly accessible and visible location in the SH.
6. Within the meaning of Act No. 582/2004 Coll., on Local Taxes and Local Fee for Municipal Waste and Minor Construction Waste, as amended, the Accommodated Person is obliged to pay the **tax for accommodation in the amount of a maximum of 60 overnight stays** in one calendar year. The amount of the tax shall be determined by the Generally Binding Regulation of the Municipal Authority of the City of Bratislava (hereinafter referred to as the "GBR"). The tax for accommodation shall be paid by the Accommodated Person by **wire** transfer to the Landlord's bank account based on an invoice issued.

Art. V

Rights and Obligations of the Parties

1. The Landlord is obliged to hand over the accommodation unit to the Accommodated Person in a condition fit for its proper use, and shall ensure that the Accommodated Person can freely exercise their rights related to the accommodation.
2. The Landlord undertakes to hand over the accommodation unit to the Accommodated Person with interior equipment according to the inventory list, as well as two sets of keys to the accommodation unit and the main entrance door.
3. The Accommodated Person is obliged to use the accommodation unit and related services properly.
4. The Accommodated Person is obliged to register with the respective registration office for temporary residence within ten days from the effective date hereof. A copy of the registration certificate shall be delivered without undue delay by the Accommodated Person to the Operating Director or the Operating Department Manager of the accommodation unit.
5. A more detailed specification of the rights and obligations of the Parties can be found in the Accommodation Regulations of the Student Houses of the Slovak University of Technology in Bratislava, 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"). The Accommodation Regulations are published on the website of STU <https://ubytovanieastravovanie.stuba.sk/en>. The Accommodated Person is obliged to follow the provisions in the Accommodation Regulations, and, after making themselves familiar with its content, the Accommodated Person shall accept the fact that

the Accommodation Regulations shall be considered to be an annex hereto. For the purposes stated in this paragraph, the Accommodated Person undertakes to monitor all changes to the Accommodation Regulations.

6. By affixing their signature hereto, the Accommodated Person confirms that they are aware of their liability for any damage to STU property and the property and/or health of other persons if incurred in connection with exercising their rights or with the failure to comply with their obligations hereunder, and acknowledges that their liability and other related facts (particularly the amount and scope of their liability for damage incurred) shall be fully governed by the Civil Code.

Art. VI

Replacement Accommodation Units

1. The Landlord shall provide the Accommodated Person with a replacement accommodation unit if the accommodation unit intended for the accommodation hereunder cannot be used due to the state of disrepair thereof, or based on the decision of a competent government authority, or in the event that the respective accommodation unit is damaged or destroyed by a natural disaster or war, in the event of a state of emergency, and in other similar situations (hereinafter referred to as the “replacement accommodation unit”).
2. In situations under Paragraph 1 of this Article, the Landlord is entitled to allocate a replacement accommodation unit for the Accommodation Person in another accommodation facility under the Administration of ÚZ ŠDaJ.
3. The accommodation in the replacement accommodation unit shall start and end based on a separate written legal act, usually a contract for accommodation in a replacement accommodation unit.
4. For the duration of the contract for accommodation in a replacement accommodation unit, the rights and obligations hereunder shall not apply to the extent to which they are contrary to the contract for accommodation in a replacement accommodation unit. The rights and obligations hereunder shall start to apply on the day following the termination of the contract for accommodation in a replacement accommodation unit; this provision shall not apply in the event that the contract for accommodation in a replacement accommodation unit terminates on the same day as the day of termination of the accommodation pursuant to Article III hereof.
5. Unless stated otherwise, the contract for accommodation in a replacement accommodation unit shall be governed by the provisions hereof.

Art. VII

Contractual Penalties

1. Should the Accommodated Person fail to pay the price for the accommodation and related services at the agreed amount and by the due date, they are 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 of Act No. 259/1993 of the National

Council of the Slovak Republic, of the Slovak Forestry Chamber, as amended by Act No. 464/2002 Coll., as amended. In addition to the obligation under the first sentence of this paragraph, the Accommodated Person is obliged to pay a **contractual penalty** at the amount of **0.3 %** of the outstanding amount for each day of the delay. To avoid any doubts, the Parties have agreed that the obligation to pay the contractual penalty shall be qualified as objective, and it shall also apply in the event that the contractual obligations are not breached through a fault of the Accommodated Person, e.g. through a procedural error of the financial institution in transferring the payment to the Landlord's account. The agreement regarding the contractual penalty shall not affect the Landlord's entitlement to demand compensation for damage. The contractual penalty as well as the interest on late payments shall be invoiced and delivered to the Accommodated Person by the Landlord. Both sanctions are to be paid by the Accommodated Person via a separate bank transfer to the Landlord's account stated in the heading hereof, always separately from the price for the accommodation and related services.

2. In the event that the Accommodated Person pays the price for the accommodation by the due date, but the payment cannot be identified due to an incorrectly stated variable symbol, incorrect account or due to the payment having been made in a way other than stipulated (e.g. using postal money order), the Landlord shall charge a **contractual penalty** at the amount of **EUR 5** for each individual case due to the need to trace the payment for the above reasons. The contractual penalty shall be invoiced and delivered to the Accommodated Person by the Landlord. The sanction is to be paid by the Accommodated Person via a separate bank transfer to the Landlord's account stated in the heading hereof, always separately from the price for the accommodation and related services.
3. In the event that the Accommodated Person fails to pay the price for the accommodation by the due date, and the payment also cannot be identified due to an incorrectly stated variable symbol, incorrect account or due to the payment having been made in a way other than stipulated (e.g. using postal money order), the Landlord is entitled to charge both the interest on late payments and the contractual penalty pursuant to Paragraph 1 of this Article, as well as the contractual penalty pursuant to Paragraph 2 of this Article. Both the contractual penalty and the interest on late payments pursuant to Paragraph 1 of this Article, as well as the contractual penalty pursuant to Paragraph 2 of this Article shall be invoiced and delivered to the Accommodated Person by the Landlord. The sanctions are to be paid by the Accommodated Person via a separate bank transfer to the Landlord's account stated in the heading hereof, always separately from the price for the accommodation and related services.
4. In the case of loss or theft of the key to the accommodation unit or the main entrance to the accommodation facility, the Accommodated Person shall pay to the Landlord the amount of **EUR 20** in cash to **make an extra key**. The Landlord shall provide the Accommodated Person with a replacement key only after the stipulated sum under this paragraph is paid.

5. 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.

Art. VIII

Termination of the Accommodation

1. The accommodation shall be terminated upon:
 - a/ expiration of the time period for which this Contract has been entered into;
 - b/ termination of the employment contract or an agreement for work performed outside the employment relationship under Article 2(4) of the Rector's regulation No.: 9/2014 – SR of 12 December 2014 "Accommodation Policy for Non-Students in Accommodation Facilities of the Slovak University of Technology in Bratislava" as amended by Amendment No. 1 of 31 May 2016.
2. The accommodation may also be terminated before expiration of the agreed term pursuant to Article III hereof, by:
 - a/ withdrawal from the Contract pursuant to Paragraphs 3 or 4 of this Article, as of the date of delivery of the Contract withdrawal notice to the other Party;
 - b/ agreement of the Parties.
3. The Landlord is entitled to withdraw from the Contract provided that:
 - a/ the Accommodated Person is in payment arrears of the price by more than 30 days, or the Accommodated Person, despite being given notice thereof, grossly violated good manners, their contractual obligations or the provisions in the valid Accommodation Regulations;
 - b/ it has been proven that the Accommodated Person has stated false information in the accommodation application, or submitted falsified or otherwise adjusted confirmation, affidavit for the accommodation application, evidence or any other document.
4. The Accommodated Person is entitled to withdraw from the Contract before expiration of the agreed accommodation term pursuant to Article III hereof without providing any reason, in which case they are obliged to notify the Operating Department Manager of the Administration of ÚZ ŠDaJ, Bernoláková 1, Bratislava, of the date they intend leave, and then 30 days in advance at the latest.
5. After the accommodation is terminated, the Accommodated Person is obliged to move out on the date of the termination of the accommodation at the latest.
6. On termination of the accommodation, the Accommodated Person is obliged to hand over the accommodation unit in a condition appropriate to ordinary wear and tear as well as the keys to an authorised employee of the Landlord.
7. After the accommodation is terminated, the Landlord is not obliged to provide the Accommodated Person with any other accommodation, regardless of the reason and time of the termination of the Contract.

Art. IX Final Provisions

1. The Landlord, in the role of a controller, processes the personal data of the Accommodated Person in the position of a data subject pursuant to 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 on Amendments and Supplements to Certain Acts.
2. The Contract can be amended and supplemented by agreement of the Parties in the form of a written amendment hereto, numbered in ascending order. The Contract shall become valid as of the date of signing hereof by both Parties hereto.
3. The rights and obligations not regulated hereunder shall be governed by the provisions of the Civil Code and applicable generally binding legal regulations.
4. Pursuant to Section 47a(2) of the Civil Code, the Landlord and the Accommodated Person have agreed that this Contract shall become effective as of the date stated in Article III Paragraph 1 hereof, and that it shall represent the start of the accommodation. Provided that this Contract is published in the Central Register of Contracts held by the Government Office of the Slovak Republic (hereinafter referred to as the "CRC") on the effective date of the Contract or later, this Contract, pursuant to the first sentence of this paragraph, shall become effective on the day following the date of publication of the Contract in the CRC.
5. This Contract has been made in triplicate, of which one copy is intended for the Accommodated Person and two copies for the Landlord.
6. The following documents shall form an integral part hereof:
 - Handover Protocol for the Accommodation Unit (including inventory).
 - Information regarding the extent of processing of personal data and the rights of the data subject.

Bratislava, on

Bratislava, on

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Ing. František Hulík
ÚZ ŠDaJ STU Director

.....
/Name, surname, title of the Accommodated Person/