

ACCOMMODATION CONTRACT

entered into pursuant to Section 754 et seq. of Act No. 40/1964 Coll., the 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
Student Houses and Canteens (hereinafter referred to as the "ÚZ ŠDaJ")
Bernolákova 1, 811 07 Bratislava

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

Person authorised to sign the Contract: **Ing. František Hegedüs** _____, Operating Director of the Student House (hereinafter referred to as the "ŠD")
Mladost' - Staré Grunty 53, 842 47 Bratislava 4 _____, within the delegated part of the Rector's powers

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

Company Registration No. (Comp. ID): 00397687
VAT Identification No. (VAT ID): SK2020845255
Tax Identification No. (TAX ID): 2020845255
IBAN: SK2081800000007000078344
SWIFT: SPSRSKBAXXX

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

(hereinafter referred to as the "Landlord")

Accommodated Person:

Name, surname, title: **Caleb Kuria Njuguna** _____

Student variable symbol: _____

Phone/E-mail: _____

(hereinafter referred to as the "Accommodated Person")

**Article II
SUBJECT-MATTER OF CONTRACT**

1. The Landlord undertakes to provide the Accommodated Person with temporary accommodation (one bed) in a furnished one/two/three-bedroom No. _____ in the ŠD **Mladost' - Staré Grunty 53, 842 47 Bratislava 4** _____ in the academic year **2024/2025**, for the period of **02.09.2024** until the day of the end of the examination period (inclusive) in accordance with the binding time schedule for the academic year **2024/2025** as announced by the Rector, unless the circumstance under Article III, Clause 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 **2024/2025**.
2. If the Accommodated Person performs the professional practice determined by the study programme after the end of the examination period under Clause 1 of this Article, he/she shall also be entitled to accommodation during the holidays in accordance with the time schedule of the academic year, pursuant to Clause 1 of this Article, for the necessary period of the professional practice.

**Article III
CREATION, TERMINATION OF
ACCOMMODATION AND HANDOVER OF
PREMISES FOR USE**

1. The accommodation **shall commence** on the effective date the Contract.
2. **Accommodation shall end** (whichever legal event occurs first)

- a) by **expiry of the period** for which the accommodation has been agreed by this Contract, pursuant to Article II hereof;
- b) 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 Section 66 (2) 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 Termination");
The Notice of Study Termination shall also include a copy of the document proving this fact;
- 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 accordance 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 notice of withdrawal 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/>

If the Landlord finds within the 30-day period another person interested in accommodation, the Landlord 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 premises 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 in writing to enter into the Contract on Accommodation, and such person interested in accommodation fails to conclude the Contract on Accommodation 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 and he/she shall enter into Contract on Accommodation with the Landlord;

- f) by **withdrawal from the Contract before expiry of the agreed period by the Landlord** if the Accommodated Person in the ŠD 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 **grossly** violates the provisions of this Contract and the Accommodation Regulations despite a prior notice;
 - 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 ŠD which will prevent the proper use of the assigned replacement accommodation;
 - h) by **inability to perform the Contract**, for example, when the Landlord cannot provide accommodation and related services due to the emergency condition of the ŠD, based on the decision of a competent government authority, or for other objective reasons (damage or destruction of the building).
3. The Landlord is entitled to withdraw from the Contract with effect from the date of delivery of the written notice of withdrawal from the Contract to the Accommodated Person.
 4. **The Landlord shall hand over the premises according to Article II, Clause 1 of the Contract for the use to the Accommodated Person, who is a minor student provided** that the student has submitted to the Landlord the "Informed consent of the legal representative for the accommodation of the student in the ŠD STU" with all the requirements resulting from the Accommodation Regulations and the "Consent of the first contact person".
 5. Upon handover/acceptance of the premises for the use by the Accommodated Person, the Parties shall sign a protocol of acceptance of the accommodation unit.

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 under this Contract cannot be used by the Accommodated Persons due to their emergency condition.
2. In the event of reconstruction of spaces designated for accommodation under this Contract or reconstruction of another part of the ŠD which will prevent the proper use

of the assigned accommodation space, the Accommodated Person:

- a) shall accept the assigned replacement accommodation,
 - b) shall enter with the Landlord into an agreement on the termination of this Contract pursuant Article III. Clause 2, paragraph (g) hereof.
3. The replacement accommodation shall start and end based on a separate written legal instrument, usually based on the Contract on Replacement Accommodation.
 4. For the duration of the Contract on Replacement Accommodation, the rights and obligations under this Contract shall not apply to the extent to which they are contrary to the Contract on Replacement Accommodation. The rights and obligations under this Contract shall start to apply on the day following the termination of the Contract on Replacement Accommodation; this provision shall 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. A new Contract shall be concluded for the replacement accommodation.

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: www.ubytovanieastravovanie.stuba.sk
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, the "Landlord" section 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 **26 August**.
Due to unambiguous identification of the payment, the payments for the 1st payment period **can** be made (credited to the Landlord's bank account) no earlier than **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) must 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 period in accordance with the binding time schedule for the current academic year

pursuant to 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**.
If the due date of the Price for accommodation is a bank holiday, the payment's due date shall be **the next business day**.
6. 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.
 7. The financial obligation of the Accommodated Person shall be considered fulfilled by crediting the due amount, in a manner under Clause 4 of this Article, to the Landlord's bank account, specified in Article I, the "Landlord" section hereof, and with the variable symbol specified in Article I, the "Accommodated Person" section hereof.
 8. If a payment that cannot be identified by a variable symbol or otherwise is credited to the Landlord's bank account, such a payment will be returned to the bank account from which it was paid within 7 business days from the day on which it was credited to the Landlord's bank account.
 9. 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 payment, contractual penalty or compensation for damage.
 10. 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 shall 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, no later than 30 business days from **the date of the termination of the semester** or the official **handover of the accommodation unit** at the latest taking into account the event which occurs the last.
 11. An overpayment (pursuant to Clause 10 of this Article) of the 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 PRICE FOR ACCOMMODATION FOR SHORT-TERM ACCOMMODATION

1. For the purposes of this Contract, short-term accommodation shall mean accommodation of a student for a maximum **period of six months** (one semester).
2. A student accommodated on a short-term basis pursuant to Clause 1 of this Article hereof undertakes to pay the Price for the accommodation within the time limits specified by the Landlord:
The first payment shall be made for **3 months in advance** (the first half of the semester), due by the 5th day of the first month of accommodation.

The **second payment** shall be made for the **next 3 months in advance** (the second half of the semester), due by the 5th day of the fourth month of accommodation.

If the accommodation lasts **less than** three months, the Accommodated Person shall pay the full amount for the accommodation in advance, due by the 5th day of the first month of accommodation.

3. The price is paid by wire transfer to the bank account of the Landlord, kept with the State Treasury, account number **SK20 8180 0000 0070 0007 8344** and with the variable symbol specified in Article I, the "Accommodated Person" section hereof. The date of payment shall mean the day on which the money is credited to the bank account of the Landlord pursuant to the previous sentence of this Clause.

Article VII CONTRACTUAL PENALTIES

1. Should the Accommodated Person fail to pay the price for the accommodation in the agreed amount, by the due date and with the correct variable symbol, he/she is obliged to pay **interest on late payment** pursuant to Section 10(2) of Act No. 176/2004 Coll., on the Disposal of the Property of Public Institutions and the Amendments 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 bank account stated in Article I, 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 € 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 € 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 € 20.
The sum for issuing a new card and making an extra key is to be paid by the Accommodated Person by a separate wire transfer to the bank account of the Landlord provided in Article I, the "Landlord" section of this Contract (separately from the price for accommodation and settlement of a contractual penalty and interest on late payments).
The Landlord shall provide the Accommodated Person with a replacement key or a new accommodation card only after the sum stipulated in this Clause is paid.

4. If the Accommodated Person fails to hand over the room as of the date of termination of accommodation pursuant to Article III, Clause 2 hereof, he/she undertakes to pay a **contractual penalty** of €7 for each day of accommodation until the room is duly handed over to the Landlord in accordance with the applicable Accommodation Regulations.
5. In the event that the Accommodated Person does not properly **vacate** the room in accordance with the Accommodation Regulations in force, 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 ŠD or gives the key to another person.
6. In accordance 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 VIII DEPOSIT

1. The Accommodated Person agrees to pay a **deposit of € 130** before accommodation by wire transfer to the bank account of the Landlord and with the variable symbol specified in Article I, the "Accommodated Person" section hereof. Pursuant to this Contract, the date of payment shall mean the day on which the funds are credited to the bank account of the Landlord.
2. The **deposit** shall serve as financial guarantee for the settlement of contractual obligations pursuant to Articles V to VII hereof, as well as compensation for damage (both intentional and negligent damage) caused to the accommodation furnishing during accommodation (hereinafter referred to as the "commitments").
3. For the purposes of this Contract, damage shall mean any damage to property incurred by the Landlord by damage to, depreciation, misuse or theft of accommodation furnishing in the accommodation unit by the Accommodated Person.
4. In the event that the Accommodated Person fails to pay the deposit under Clause 1 of this Article, such a breach of this contractual obligation shall be considered a gross breach hereof with the entitlement to withdraw from the Contract by the Landlord with immediate effect.
5. The Landlord is entitled to use the funds from the deposit during accommodation for the settlement of outstanding commitments.
6. 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 Clause 1 of this Article, within 5 days from delivery of the request to the Accommodated Person.
7. On termination of student or tourist accommodation, after the accommodation unit is properly handed over and all contractual commitments pursuant to Articles V to VII hereof as well as any damage caused to the accommodation furnishing are paid, the deposit or the balance thereof shall be remitted by the bank transfer to the bank account from which the last payment was made in the amount of no less than the returned overpayment

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 pursuant to this Clause.

8. For the purposes of service of documents quoted in this Article, the terms and conditions in accordance with the applicable Accommodation Regulations shall apply.

Article IX RIGHTS AND OBLIGATIONS OF PARTIES

1. The Landlord undertakes to:
 - a) hand over the accommodation unit to the Accommodated Person in the condition suitable for the proper use, after fulfilling the conditions under Article III, Clause 4 hereof,
 - b) provide the Accommodated Person with replacement accommodation under Article IV hereof.
2. The Accommodated Person undertakes to
 - a) observe the Accommodation and Operating Regulations of the ŠD, the Instructions of the Director of the ŠD and the regulations of Occupational Health and Safety and Fire Protection and regularly make themselves familiar with their up-to-date versions. In the event of a gross breach of the obligations and conditions imposed on the Accommodated Person by these internal regulations, the Landlord is entitled to withdraw from the Contract;
 - b) hand over the "Informed consent of the legal representative with the accommodation of the student in the ŠD STU" upon signing the Contract and the Consent of the first contact person, provided that the Accommodated Person is a minor student. If the minor student fails to provide this consent no later than on the date of physical accommodation, this shall be considered a gross breach of the Contract with the right to withdraw from the Contract;
 - c) pay the Price for accommodation according to Article V of the Contract. If the Accommodated Person has an outstanding amount equal to or greater than € 100.00, the Accommodated Person will be notified in writing by email (email box established by STU @is.stuba.sk) of the outstanding amount and asked to pay the same within 7 calendar days of receipt of the notice. If the Accommodated Person **fails to pay** the outstanding amount within the specified period, the Landlord **may** consider the breach of this contractual obligation to be a **gross breach of the Contract** with the right to withdraw from the Contract.
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 will 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 the 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. The Accommodated Person is obliged to pay compensation

for damage caused in accordance with the current "Price list of damages to the ŠD".

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 this Contract, the Accommodated Person acknowledges that, pursuant to Section 434 of the Civil Code, the ŠD is not a place for the safekeeping of money, credit cards, jewellery and other valuables in accordance with generally binding legal regulations and internal regulations of the STU.

Article X COMMON AND FINAL PROVISIONS

1. If the term "fee" or "accommodation fee" in the respective grammatical form is mentioned in legal instruments or other documents relating to this Contract or the Contract on Replacement Accommodation, if issued prior to the effective date of this Contract, such a term shall mean the "price", "price for accommodation", or the "amount" in the respective grammatical form, always according to the meaning of the respective provision, legal instrument or the relevant document.
2. Delivery by **electronic** mail shall also be deemed to be **delivery in writing**. All documents and notices, including notice of withdrawal from this Contract, sent to the student's e-mail address created in the information system of the Slovak University of Technology in Bratislava (STU), which is in @is.stuba.sk format, are considered validly delivered, without the need for any additional confirmation of receipt of the message. It is the responsibility of the Accommodated Person to regularly check his/her email account created by the STU.
3. 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.
4. The Landlord, as a collector, processes the personal data of the Accommodated Person, as 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 amendments to certain acts.
5. 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, Price List of Damages to ŠD, 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,) are published on the website: www.ubytovanieastravovanie.stuba.sk
6. This Contract is subject to publication in the Central Register of Contracts held by the Government Office of the Slovak Republic.

7. Any amendments to this Contract (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. This Contract shall become null and void as of the effective date of the new Accommodation Contract.
8. 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 the "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).
9. For the duration of Measures pursuant to the previous Clause of this Article, the rights and obligations under this Contract shall not apply to the extent to which they are contrary to the Measures. The rights and obligations

under this Contract shall start to apply on the day following the day of revocation of the Measures.

10. The Parties declare that they have read this Contract before signing it, understood it, and that it has been entered into by mutual agreement and based on their free will, neither under duress nor under flagrantly disadvantageous conditions. They confirm the authenticity of this Contract by affixing their signatures.
11. This Contract has been made in two counterparts, of which each Party shall receive one.
12. The following Annexes form an integral part of this Contract:
 - a) Declaration of the completion of the initial briefing for the Accommodated Person regarding the health and safety and fire protection regulations;
 - b) Health Affidavit;
 - c) Information regarding the extent of processing of personal data and about the rights of the data subject;
 - d) Handover Protocol for the Accommodation Unit;
 - e) Cleaning Services Schedule.

In Bratislava, on **02.09.2024** .

/s/ Ing. František Hegedüs [2024-09-03]

Signature of the Landlord

/s/ Caleb Kuria Njuguna [2024-09-03 10:48:05.045828+02]

Signature of the Accommodated Person