

Accommodation Contract No.:

Concluded in accordance with Section 754 and the following of the Civil Code as amended (hereinafter referred to as the „Contract“)

By and between:

Accommodation Provider:

UNINOVA HOSTEL, s. r. o.

Registered office at: Tematínska 10, 851 01 Bratislava
Place of operation: Dopravná 51, 831 06 Bratislava
Represented by: Ing. Ján Humeník, executive and director
ID No.: 44 743 939
VAT ID No.: SK2022825827
Account No.: IBAN: SK11 1100 0000 0026 2120 6086, (SWIFT: TATRSKBX) Tatra banka, a. s., Bratislava
Company is registered in the Commercial Register of the District Court Bratislava I, section Sro, Inset No: 57988/B

(Hereinafter referred to as the “Accommodation Provider“)

and

Accommodated party:

Surname and name:

Born on:

ID card No:

Residing at:

Tel. No.:

E-mail:

Variable symbol:

(Hereinafter referred to as the “Accommodated Person“)

Article I.

Preamble

1. In accordance with the content of the previous negotiations, taking into account the mutual objectives and interests and executing the bilaterally agreed conditions, the contracting parties agree on conclusion of this Accommodation Contract in accordance with Section 754 and following of the Act No. 40/1964 Coll. the Civil Code as amended (hereinafter referred to as the “Contract“).
2. The contracting parties as well declare that they have agreed on this Contract and its content in accordance with the principles of contractual freedom and liberty, equal position of the contracting parties and in accordance with the good manners and fair business relations .
3. Both contracting parties hereby declare that they are not aware of any obstacles that would prevent the conclusion hereof.

Article II

Subject of the Contract

1. The Accommodation Provider undertakes to provide a temporary accommodation and the related services during the accommodation period stated in Article III, Section 1 hereof, in the premises of Uninova hostel dormitory, Dopravná 51, 831 06 Bratislava, in a furnished room to the Accommodated Person.
2. The Accommodated Person undertakes to pay the agreed price for accommodation specified in Article IV hereof to the Accommodation Provider while payment shall be made in a manner stated in Article IV hereof.

Article III

Accommodation period

1. The Accommodation Provider shall provide the temporary accommodation and the related service for a definite period of time, *i.e.* from to (Hereinafter referred to as the “Accommodation“).
2. The purpose of Accommodation shall be a temporary accommodation for a student during his/ her studies at.....

Article IV

Rights and duties of the contracting parties

1. The Accommodated Person by signing of this Contract confirms, that he/she has become familiar with the Accommodation Provider's dormitory rules, he/she fully accepts them and that they are binding for him/her. The dormitory rules define the accommodation conditions, under which the Accommodation Provider provides accommodation and the related services. By signing of this Contract the Accommodated Person agrees with the terms and conditions of the dormitory rules. The dormitory rules shall be always published on a visible place in the dormitory building designated for notifications and on the dormitory internet web site.
2. The Accommodated Person shall be entitled to use the premises given to him/her for the purpose of temporary accommodation, as well as to use the common premises of the accommodation facility and to use the accommodation-related services, all this in accordance with this Contract and with the dormitory rules.
3. The Accommodation Provider shall be obligated to hand over the accommodation premises to the Accommodated Person in a convenient condition for proper use and to provide for an uninterrupted exercise of his/her accommodation-related rights.
4. The Accommodated Person shall be obligated to use the accommodation premises and the accommodation-related services duly, and the Accommodated Person shall not perform any substantial changes without Accommodation Provider's approval.
5. The Accommodated Person shall be obligated to maintain the accommodation premises and the equipment in the same condition as in the moment of handing over of the premises to the Accommodated Person and to use the accommodation premises and the equipment in a way that no damage would occur to the Accommodated Person.
6. The Accommodated Person undertakes to get familiar with the safety and health protection regulations and fire protection regulations and undertakes to observe such regulations during the whole term of this Contract, what he/she confirms by signing of this Contract.
7. In case of Accommodation Provider's responsibility for the things brought into the accommodation premises by the Accommodated Person or for such person, the Sections 433-436 of the Civil Code shall apply.
8. The Accommodation Provider is entitled to enter the Accommodated Person's room anytime in order to check the usage of the room in accordance with this Contract and with the dormitory rules. The Accommodation Provider is as well entitled in case of founding any irreparable damage at the room and after announcement to move the Accommodated Person and his belongings to other room of the corresponding standard.
9. The Accommodation Provider shall undertake to provide the following to the Accommodated Person:
 10. Accommodation card – 1 pc, cell key – 1 pc, room key – 1 pc, mattress protector (terrycloth) – 1 pc, pillow - 1 pc, quilt – 1 pc, bed sheet (white) – 1 pc, bed clothes (for pillow) – 1 pc, bed clothes (for quilt) – 1 pc.
 11. The Accommodated Person is obliged to secure all provided material specified in the paragraph 9 of this article from the theft or loss and return it to the Accommodation Provider undamaged after the termination of accommodation period specified in article III of this Contract.
 12. The Accommodated Person declares that he/she is full-time student not older than 26 years. The Accommodated Person undertakes and has an obligation to secure the truthfulness of this declaration at the time of signing of this Contract as well as during whole term of this Contract. In case it is proven that the Accommodated Person breached his/her obligation to secure the truthfulness of this declaration, he/she shall pay without undue delay, at the latest to 20 days from the delivery of Accommodation Provider's request on costs payment, to Accommodation Provider all costs which arise to it in connection with untruthfulness of this declaration as well as the difference between price of accommodation for full-time student and for non-student.

Article V

Price of Accommodation

1. The contractual parties agreed on price of accommodation in amount of Euro 155,- (in words: one hundred and fifty five euro) per month, which the Accommodated Person undertakes to pay to the Accommodation Provider via bank transfer to the bank account stated in heading of this Contract, and this always at the latest to the 1st day of the month which precede the calendar month for which the price of accommodation is paid. The Contract number shall be stated as the variable code and the Accommodated Person's name and surname shall be stated in the note for the Accommodation Provider.

Regarding first two months of accommodation the contractual parties agreed that the Accommodated Person is obliged to pay the price of accommodation for one month plus aliquot part from the first month of accommodation, all this to 15 days from the signing of Contract. An Aliquot part from the price of accommodation shall be calculated as follows: Euro 5,16 x (*multiple*) number of days during which the Contract was concluded in the first month. In case the Accommodated Person paid the deposit for accommodation in amount of Euro 155,- then this deposit shall be used as payment for one month of accommodation and in such case the Accommodated Person is obliged to pay only the aliquot part from the first month of accommodation to 15 days from the signing of Contract.

2. If the Accommodated Person is in delay with payment of the price of accommodation according to the paragraph 1 of this Article, he/she shall be obligated to pay to the Accommodation Provider the contractual penalty in the amount of Euro 1.50 per each day of delay until the settlement (date of crediting of a payment to the Accommodation Provider's account).

3. In case the accommodation operating costs increase (increase of the price of services, decrease of state budget grants), the Accommodation Provider shall be entitled to unilaterally increase the price of accommodation by a maximum amount corresponding to the increased costs. The Accommodation Provider shall decide on increase of the price of accommodation after former approval of the General Meeting.

4. The Accommodation Provider shall announce the increase of the price of accommodation to the Accommodated Person at least 1 month in advance. The increase of the price of accommodation shall be published on usual place at the Accommodation Provider's registered office and on the internet web site.

5. In case the price of accommodation is increased significantly, the Accommodated Person shall be entitled to withdraw from the Contract in accordance with Section 48 (1) of the Civil Code. In case the Accommodated Person does not withdraw from the Contract within 1 month after the announcement of increase of the price of accommodation according to paragraph 4 of this Article, the Accommodated Person shall pay the increased price of accommodation according to paragraphs 3 and 4 of this Article. The significant increase of the price of accommodation shall mean an increase at least by 33%.

6. The Accommodated Person undertakes to pay the increased price of accommodation from the month following the announcement of increase of the price of accommodation by the Accommodation Provider according to paragraph 4 of this Article.

7. The Accommodated Person takes into account that if he/she fails to return the room after the end of the accommodation period in accordance with this Contract and the dormitory rules, at the latest on the day when accommodation ends – until 11:00 a.m., he/she shall be obligated to pay to the Accommodation

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web: www.uninovahostel.sk

Provider a contractual penalty in the amount of EUR 20.00 for every day of failure to check-out until the room is properly handed over (after the end of accommodation period) and simultaneously shall be obligated to pay the summer accommodation price according to the valid summer accommodation pricelist.

8. Regardless of fault, the Accommodated Person shall pay a contractual penalty for each breach of obligation stated in Article IV paragraph 10 of this Contract in the amount of:

EUR 20.00 if the accommodation card entitling the Accommodated Person to enter the dormitory building was lost or stolen.

EUR 100.00 if the room keys were lost or stolen.

After the payment of contractual penalty the reserve keys or accommodation card will be handed over to the Accommodated Person.

EUR 20.00, if the Accommodated Person is caught smoking on the dormitory common premises, room, balcony, as such acting is breaching the Act on Protection of Non-smokers. In case of repeated breach of the obligations arising from this Contract and from the dormitory rules, the Accommodation Provider shall be entitled to increase the price of accommodation by the amount of 100 % of the current price of accommodation for a maximum period of 5 months.

Article VI

Withdrawal and termination of the Contract

1. The Accommodation Provider is entitled to withdraw from the Contract with immediate effect before the cessation of agreed period of accommodation if the Accommodated Person despite warning seriously violates good manners or otherwise seriously or repeatedly breaches his/her obligations arising from this Contract and dormitory rules.

2. The Accommodation Provider is entitled to withdraw from the Contract in case the Accommodated Person fails to pay the price of accommodation to the Accommodation Provider duly and on time as specified in article V, paragraph 1 of this Contract.

3. The Accommodated Person is entitled to terminate this Contract before the cessation of agreed period of accommodation.

4. The contracting parties have agreed that termination period is four (4) months and start to commence on the first day of calendar month which follows the delivery of written termination.

5. The contracting parties have agreed that in case of withdrawal from the Contract under the Section 759 (1) of the Civil Code, the damage shall be equal to the sum of four (4) monthly prices of accommodation.

Article VII

Temporary and Final Provisions

1. This Contract is made in two counterparts, from which each contracting party shall get one. The Contract can be altered, amended or extended only by agreement of both contracting parties in a form of written and dully numbered amendments to Contract. The Contract shall come to force on the day of its signing by both contracting parties.

2. By signing of this Contract the Accommodated Person takes over the room inventory. Any discrepancies with the inventory list or any defects of the accommodation premises shall be reported by Accommodated Person to the Accommodation Provider within three (3) days after checking-in in writing to the e-mail address: uninovahostel@uninovahostel.sk

3. The contracting parties further agreed that the rights and duties and legal circumstances resulting from this Contract shall be governed by the law and order of the Slovak Republic. All the disputes resulting from this Contract shall be decided by the competent court in the place of the Accommodation Provider's registered office in the Slovak Republic.

4. In case any of the provisions hereof or any of the secondary provisions is or becomes invalid or ineffective due to any reason, the validity of other provisions hereof shall not be affected. The invalid or ineffective provision shall be replaced by a suitable provision that shall reflect the original intent of the contracting parties as much as possible within the scope of the valid law.

5. The contracting parties declare that they have read the Contract, understand its content, conclude it after mutual agreement, however not in distress or under obviously disadvantageous conditions and then they sign it without any reservations in witness thereof.

6 I as the accommodated certify that by signing this document I give consent according to § 11, Sec. 4 of Act No. 122/2013 Coll. as amended to UNINOVA HOSTEL, s. r. o. to process my data for the purpose of recording the data for accommodation and accommodation fees. This consent is valid for the duration of accommodation and shall expire on the use of personal data for purposes other than intended. I as the accommodated, certify that all data are correct. In case of reporting false data, I am aware of the consequences of breach of statutory declaration.

In Bratislava, dated

Ing. Ján Humeník, manager

Accommodation Provider

Accommodated Person

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