

Direction VRIA no. 16/2011 – Conditions on civil defence

According to the act No. 42/1994 Coll. on civil defence of the population, as amended, and its implementing regulations are legal entities required to ensure the fulfillment of tasks in the sphere of civil defence of the population. To ensure these tasks, in order to incorporate, into the contracts with legal entities and natural persons acting as an entrepreneur, following conditions and obligations:

1. Pursuant to generally binding regulations, instructions and guidelines of the Section of Civil Defence and Crisis Management of the District Court Bratislava (hereinafter as "CD and KR DC BA") and internal regulations of Lessor the Lessee shall be obliged to ensure notification and warning of its employees or other persons whom they may endanger by their activities e.g. the employees of the Lessor, employees of other lessees, persons which stay in the leased premises with the consent of the Lessee or persons in the neighbourhood of the Lessee's place of work.
2. On the basis of a notification and warning by an authorized officer of the Lessor on the occurrence of an extraordinary event the Lessee shall be obliged to notify and warn its own employees and persons staying in the leased premises and to take measures in accordance with the plans of actions in case of emergency. Particularly it shall be obliged to provide for evacuation of these persons from the endangered premises according to the Lessor's instructions using its own transport means.
3. In case the Lessee's employees have the permanent place of work in the leased premises the Lessee shall be obliged to ensure that they get the means of individual protection (protection mask CM4, protection filter MOF), provided under special regulations by the Lessor from the CD and KR DC BA. The Lessee shall be obliged to provide at its own costs special means of individual protection for its employees and persons staying in the leased premises with the consent of the Lessee in relation with their work for the Lessee, endangered by its activities. In case the Lessee's employees do not have permanent work place in the leased premises, in case of emergency, Lessee shall provide the equipment for its employees for their work in the leased premises at its own costs.
4. The Lessee shall be obliged to arrange trainings and preparation of its employees for civil defence and mutual help.
5. The Lessee shall be obliged to ensure that its selected employees participate in the activities of the headquarters and units of civil defence of the Lessor's object at the Lessor request in the extent required by generally binding legal regulations and instructions of CD and KR DC BA. Lessee shall be obliged to establish in necessary extent, equip with material, and train the appropriate units of civil defence necessary as an integral part of the Civil Defence organization of the facility, or their parts.
6. In the degree required by generally binding legal regulations in case of emergency the Lessee shall be obliged to provide substantial performance or personal activities according to the instructions of the Lessor's authorized employee, commander of the intervention from the Integrated rescue system or the CD and KR DC BA.
7. The Lessee shall be obliged to observe the provisions of the Regulation of the Ministry of Internal Affairs of the Slovak Republic No. 533/2006 Coll. for details on the protection of the population against the effects of hazardous substances, to refrain from storage of dangerous harmful pollutants in the leased premises or to store them only with the previous written consent of the Lessor in quantity absolutely necessary for its work and always to inform by letter the Lessor on possible danger. In case of breach of the obligation to store dangerous goods only with the previous written consent of the Lessor and only in the quantity absolutely necessary for the Lessor's work, is Lessor entitled to claim the contractual penalty in the amount of 1.000,- € in every single identified occurrence of violation of this obligation; Lessor's claim for damages, even exceeding the amount of the contractual penalty, shall not be influenced hereby