

General Terms and Conditions
of The University of Miskolc as an Adult Education Provider
for adult education contracts
(in force: 15 November 2023)

1. Scope of the General Terms and Conditions, the details of the Adult Education Centre:

The scope of these General Terms and Conditions (hereinafter referred to as "GTC") covers the adult education contracts (hereinafter referred to as "Individual Contract") concluded between the University of Miskolc as an institution entitled to provide adult education (hereinafter referred to as "Adult Education Provider") and the participant in adult education (hereinafter referred to as "Participant"), concluded as education, training, and the provision of services related to adult education activities (collectively referred to as "Training").

By entering into the Individual Contract, the Participant expressly accepts the provisions of the GTC. The GTC shall form an integral part of the Individual Contract.

In the event of any discrepancy or contradiction between the provisions of the GTC and the Individual Contract, the provisions of the Individual Contract shall prevail.

Name and address of the Adult Education Institution: University of Miskolc (headquarters: 3515 Miskolc, Egyetemváros)

The organizational unit providing the adult education: Adult Education Centre

License number: E/2020/000298

Registration number: B/2020/000944

OM institutional identification number: FI 87515

Website: www.felnottkepzes.uni-miskolc.hu/

GTC available at: www.felnottkepzes.uni-miskolc.hu/aszf

2. Regulations on provision of adult education services

Act LXXVII of 2013 on Adult Education (Fktv.)

Government Decree 11/2020 (II.7.) on the implementation of the Adult Education Act (Fktv. vhr)

3. General conditions for participation in the training service

The conditions for participation in the training are set out in the description of the training. Before the individual contract is concluded, the trainee must present the original of any certificates or documents required for participation in the training to the Adult Education Provider, who will make a copy and certify the document. In the case of certificates/diplomas obtained abroad, a certified translation in accordance with Act C of 2001 on the Recognition of Foreign Certificates and Diplomas must be attached.

The training can only be started after the individual contract has been signed, and only upon payment of the training fee specified in the individual contract.

4. Application for training, conclusion of an individual contract

Anyone may apply for the training if, by applying, he/she accepts and is bound by the terms of these GTC and the Privacy Policy. Participation in Adult Education courses is voluntary.

The applicant makes his/her application by filling in the application form on the Adult Education Provider's website or by sending a notice on his/her intent to apply to the Adult Education Provider's contact details.

4.1 In the case of training subject to registration (except for education or training partly or wholly funded from public funds or from European Union funds), the individual contract is concluded upon application by the Participant and confirmation of acceptance of the application by the Adult Education Provider.

4.2. In the case of training subject to a permit and training partly or wholly funded by the public budget or by European Union funds, the Adult Education Provider will send the application form to the contact details provided by the Participant after the application has been submitted.

After checking the information on the application form, the applicant must sign it and return it to the Adult Education Provider's mailing address or hand it in personally.

Upon receipt of the application form, Adult Education Provider will send the Adult Education contract to the contact details provided by the Participant, which will be signed by the Participant and returned to the Adult Education Provider's postal address or handed over in person. The adult education contract shall contain the detailed description of the training, the number of hours, the planned starting and finishing dates, the timetable, the nature of the training, the training fee, the information that the training is partly or wholly funded from public funds or from European Union funds. The applicant for training is obliged to provide the Adult Education Provider with the compulsory information specified in the Adult Education Act on the application form. The individual contract is concluded upon signature by both parties.

4.3 In the event of a change to the details on the application form, the participant must notify the Adult Education Provider in writing within 8 days. In the event of failure to do so, the Adult Education Provider shall not be held liable for any damage that may occur.

The Adult Education Provider reserves the right to cancel a training 5 working days before the scheduled date if the minimum number of Participants indicated in advance does not register for the training. If the Participant has already paid the training fee, the Adult Education Provider will refund the amount paid within 30 days.

4. The adult education legal relationship

The adult education legal relationship is established by the conclusion of an individual contract, on the basis of which the Adult Education Provider is obliged to provide the training and the Participant is obliged to receive the training.

Certificate: with the exception of in-house training, the Adult Education Provider will issue a certificate from the Adult Education Data System to certify the completion of the training and will provide it to the Participant in hard copy. In the case of in-house training and adult learning activities subject to registration, the Adult Education Provider shall issue a certificate only at the explicit request of the Participant.

The Participant acknowledges that, if the training has been ordered by his/her employer on the basis of a separate contract with the Adult Education Provider, the Adult Education Provider will send the certificates to the employer's training contact person, from whom the Participant is entitled and obliged to receive them, unless otherwise specified.

The Adult Education Provider does not offer scholarships for training.

There is no possibility to suspend the adult education legal status for courses organized by the Adult Education Centre.

If the training is followed by an examination as defined by law and the Adult Education Provider is entitled to organize the examination and has undertaken to do so in the individual contract, the amount of the examination fee and any corrective and additional examination fee shall be included in the individual contract, with the fee being payable by bank transfer to the Adult Education Provider's bank account 3 working days before the examination.

6. Rights and obligations of the Participant

The Participant shall pay the training fee in accordance with these GTC and the Individual Contract and in the amount due. Failure to pay the Training Fee will result in the Participant not being allowed to participate in the training. The Participant acknowledges that no Certificate will be issued in case of non-payment of the training fee in accordance with these GTC and the Individual Contract, exceeding the permitted absence or otherwise failing to meet the study obligation. The training fee already paid will not be refunded in these cases.

The Participant shall attend the training in person or, unless otherwise provided for in the individual contract, by electronic means, at the time and in the manner specified by the Adult Education Provider, and shall document his/her attendance by signing the attendance sheet in the case of personal attendance, or in other cases in the manner specified by the Adult Education Provider.

The Participant is obliged to be present during the training in a mental and physical state that does not interfere with the training process or the smooth use of the service by other Participants. The Participant shall use the distance learning system as intended. If the Participant's behavior interferes with the instructor's or other Participants' use of the training or misuses the distance learning system, the Participant shall leave the training location upon request of the instructor and the Adult Education Provider shall draw up a report of the incident. The Adult Education Provider shall have the right to terminate the adult education contract using the record.

The Participant undertakes to refrain from any activity or conduct that is contrary to the purpose of the Adult Education Provider, poses a risk to its operation, or damages or endangers its reputation.

The Participant shall comply with the Adult Education Centre's work, fire, accident and property safety regulations, which can be found on the University's website (www.uni-miskolc.hu/szabalyzatok).

7. Rights and obligations of the Adult Education Provider

The Adult Education Provider is obliged to organize and conduct the training as set out in the Individual Contract.

In the case of adult education activities subject to a license, the Adult Education Provider shall conduct its training on the basis of a training program developed in accordance with Section 12 of the Adult Education Act and certified in advance by an adult education expert, access to which shall be provided at the Adult Education Provider's customer service.

The Adult Education Centre operates a quality management system in accordance with Section 14 of the Adult Education Act and, as part of this, maintains a customer service and complaints handling system.

8. Termination, cancellation and withdrawal from the adult education contract

The adult learning contract will be terminated if

- terminated by mutual agreement between the Parties,
- the Participant dies or the Adult Education Provider ceases to exist without successor,
- terminated by the person entitled to do so,
- it becomes impossible for the Adult Education Provider to fulfil the terms of the contract.

The Adult Education Provider may terminate the adult education contract with immediate effect if the Participant fails to pay the overdue amount despite the Adult Education Provider's request to do so, or if the Participant has missed without justification more contact hours than specified in the training program.

Withdrawal by the participant

The participant may withdraw from the contract within 14 days of the conclusion of the individual contract, but no later than 2 working days before the planned start date of the training, without any further legal consequences. The right of withdrawal from the 2nd working day before the planned start date of the training shall be subject to the payment of a lump sum of 50% of the training fee, up to a maximum of HUF 40,000.

Either Party may terminate the contract with immediate effect if:

- either party fails to perform the terms of the contract after a written warning,
- the Participant is certified medically unfit to participate in the training,
- the Participant's absence exceeds the specified extent.

In the event of termination, the Participant shall pay the pro rata training fee calculated up to the date of termination. In the event of termination due to the Participant's unjustified absences, conduct during the training or non-payment of the training fee, the Adult Education Provider shall be entitled to 50% of the remaining training fee after settlement.

9. Settlement of training service fees

The Participant is obliged to pay a training fee in the amount specified in the Individual Contract as a compensation for the adult education service, which shall be paid by bank transfer to the account of the University of Miskolc MBH Bank Nyrt. 10102718-51382100-01005004 no later than the date of beginning of the training.

In the transfer, Participant must indicate: name of the participant, the number of the cost center provided by the Adult Education provider, the fee request number (if any).

Applications for payment in instalments must be made in writing and must be submitted by the 5th working day before the start of the training.

The Adult Education Provider must set the training fee as a lump sum in the adult education contract, and may not charge the Participant any other fees or costs, except for the cost of retaking an examination if the Participant has not successfully completed the training.

If the Participant fails to pay the training fee, or is late with the payment or fails to meet the payment due in the event of a request for payment by the Adult Education Provider, the Adult Education Provider shall be entitled to refuse the Participant to start or continue the training.

Payment of the training fee is a condition of participation in the training. If the training fee is to be paid by another natural person or legal entity, the participant shall be liable as a guarantor for the payment of the training fee.

The training fee shall be payable to Adult Education Provider even if the Participant fails to attend the training through no fault of his/her own or does not receive a certificate of attendance due to his/her absence.

10. Liability for damages

The Adult Education Provider shall be liable for any damage suffered by the Participant in connection with the prohibition of the Adult Education Provider's activities, provided that the amount of compensation shall not exceed the amount of the training fee paid by the Participant. The Adult Education Provider disclaims all liability for damages in the event of legal impossibility of performance due to change in the applicable legal conditions.

11. Complaints handling procedure

The Adult Education Provider's Complaints Handling Policy is available at the link below:

<https://felnottkepzes.uni-miskolc.hu/panaszbejelentes>

12. Data management

The Adult Education's privacy and data management policy for participants in adult education is available at the following link:

<https://felnottkepzes.uni-miskolc.hu/adatvedelem>

13. Copyright

The Participant may not make any partial or complete image, video or audio recordings of the activities related to the training (including, but not limited to, the presentations).

The written or electronic learning material made available to the Participant may only be used by the Participant for his/her own preparation and may not be made available to any other person, copied or reproduced in any way.

Any training aids, on-line materials, presentations, audio materials, thematic material, documentation, video recordings that may be provided to the Participant, whether in printed or electronic form, are protected by copyright, and the Participant may use them solely for his/her own purposes, without making copies, sharing them or making them available to any other person.

14. Concluding provisions

The person participating in the Training acknowledges that the Adult Education Provider may enter the personal data specified in the individual contract into the Adult Education Data

System in the course of fulfilling its data reporting obligations pursuant to Section 15 of the Adult Education Act, and may process all information related to the individual contract in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information and Section 21 of the Adult Education Act for the purpose of conducting the training, and may transfer it to organizations specified by law in the manner and for the purposes specified by law.

The Adult Education Centre is independently represented by the Head of the Adult Education Centre in matters falling within the scope of his/her duties and competences, in accordance with the Organizational and Operational Regulations of the University of Miskolc, Volume I.

The present GTC does not contain any general terms and conditions that deviate substantially from the law or from normal contractual practice. For matters not covered by these GTCs, the Fktv., the Fktv. vhr. and Act V of 2013 on the Civil Code and other applicable legislation shall prevail.

Miskolc, 15. November, 2023.



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rector





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