

University of Miskolc

General Terms and Conditions

for the provision of services for adult education activities
(in force: 15 November 2023)

I. Preamble and scope

The purpose of these General Terms and Conditions is to define the legal conditions and framework for the provision of adult education services by the University of Miskolc (hereinafter referred to as the "Service Provider") and the rights and obligations of the parties to the service contracts concluded with the Client. These General Terms and Conditions shall be binding on both the Service Provider and the Client, following their acknowledgement and acceptance by the Client, even in the absence of a specific agreement between the parties.

The present general terms and conditions, together with the individual contract (order), constitute the entire agreement between the Parties. If any provision of the individually negotiated contract conflicts with any provision of these general terms and conditions, the individually negotiated terms and conditions shall prevail. The individual contract (order) shall enter into force on the date of its signature or on the date of commencement of the provision of services, depending on which date is earlier.

II. Definitions

In these General Terms and Conditions, the following terms shall have the following meanings, unless otherwise expressly defined in the individual contract or the context expressly indicates otherwise:

1. GTC: these General Terms and Conditions.
2. Individual order, individual contract: an individual legal relationship between the Parties for the provision of services, which is established by an order submitted by the Client and accepted by the Service Provider for the provision of adult education activities or services related to adult education activities within the scope of Act LXXVII of 2013 on Adult Education.
3. Client: a legal person, an organization without legal personality, that orders adult education activities (education, training) or services related to adult education activities from the Service Provider under the scope of Act LXXVII of 2013 on Adult Education and/or with whom the Service Provider concludes a service contract.
4. Service Provider: the University of Miskolc (registered office: 3515 Miskolc-Egyetemváros, institutional ID: FI87515, tax number: 19253055-4-05, group tax ID: 17782751-5-05, represented by Prof. Dr. Zita Horváth, Rector).
5. Parties: the Client and the Service Provider together.
6. Service provision activity: the activity of providing education, training or services related to adult education activities (hereinafter referred to as "training") within the scope of Act LXXVII of 2013 on Adult Education (hereinafter referred to as "Act on Adult Education").

III. Establishment of the service contract

1. The individual contract shall be concluded and come into force after the Client's full acceptance of Service Provider's offer signed by the authorized person (in the form of a company name) (hereinafter referred to as "confirmation") has been sent to Service Provider.
2. These general terms and conditions shall become part of the individual contract if the Service Provider has informed the Client of the GTC at the time of sending the offer, but no later than the time of confirmation, and the Client has expressly accepted them. The Client's acceptance of the offer shall be considered as acceptance of these GTC and the GTC shall become part of the individual contract.
3. The Client acknowledges that the acceptance of the present GTC by the Client is a condition for the conclusion of the individual service contract.
4. The party making the offer shall send its offer to the other party (the recipient) by e-mail or by mail, which shall be confirmed by the recipient by e-mail or by mail within two working days. Only a notice sent by the Service Provider from the e-mail address "@uni-miskolc.hu" shall be deemed valid and enforceable. If the Client does not confirm the offer to the Service Provider, the contract between the Parties shall not be concluded.
5. When accepting the offer, the Client is obliged to declare to the Service Provider that the training will be financed in whole or in part by budgetary support from the public budget or from European Union funds. The Service Provider shall not be liable for any damage resulting from failure to provide the information or from delay in providing it.

IV. Completion

1. Parties are aware that the Service Provider is obliged to conclude an adult education contract with the participants of the training ordered by the Client (hereinafter referred to as the Participant). Therefore the Client and the Service Provider are obliged to cooperate with each other via their respective training contact persons.
2. The Client shall cooperate in getting the participants of the training ordered for its employees to sign the application form and collect the data necessary for the conclusion of the adult education contract, and shall provide them to the Service Provider within 2 working days prior to the start of the training.
3. Within 30 days after the completion of the training, the Service Provider shall send the certificate of completion of the training to the Client's training contact person, who shall hand it over to the Participants with documentary evidence. In the case of training subject to notification, the Service Provider shall issue the certificate at the request of the Participant.
4. The Client is obliged to pay the training fee even if the Participant does not receive a certificate due to his/her own fault. The Client shall bear at least as much of the training fee as the Participant would have had to pay.
The Service Provider shall carry out the training with due diligence and to an appropriate standard. If the Participant does not complete the training or does not meet the requirements for the issue of the certificate, the Client shall pay the training fee.

5. The Service Provider reserves the right to cancel the training 5 working days before the scheduled date if the minimum number of Participants indicated in advance does not register for the training.
6. The Service Provider shall be entitled to issue an invoice to the Client's name and address after the confirmation of performance, or, if such confirmation is not provided by the Client, on the 9th day following the date of performance. The Client shall pay the fee for the service within 30 days of receipt of the invoice to the Service Provider's account number 10102718-51382100-01005004 held by MBH Bank Plc.
If the Client is in default with the payment of the service fee, the Service Provider is entitled to charge interest on late payment at the statutory rate.
7. In addition to the provisions of these GTC, the Parties may provide security for the confirmation of the performance of the contract on the basis of an individual agreement.
8. The Client is obliged to issue a certificate of completion immediately upon performance, but no later than 8 days after the last day of training.
9. Statements, disclosures, obstruction notices and any communication relating to the performance of the contract may be made by the parties in writing, by e-mail, through their training contact persons. The parties may make any declarations to amend or terminate the specific contract only in writing. A statement made by e-mail shall be deemed to be a written statement if it is sent by the person making the statement from the e-mail address indicated in the individual contract to the person authorized to make the statement and to the e-mail address indicated in the individual contract and if the recipient acknowledges receipt and acknowledgement of the statement without delay, but no later than 48 hours after receipt. A declaration may be made by telephone only if failure to do so would result in damage to either party. A declaration made by telephone must also be confirmed in writing without delay and in any event within 24 hours.

V. Breach of contract and liability

1. If the Client fails to provide the information required for performance, in particular the information specified in Section IV.2. in due time, the Service Provider shall not be liable for any delay in performance or any other damage caused by such delay.
2. The Party responsible for the breach of contract shall compensate the damage caused by the breach of contract. The Party in breach of contract shall be exempt from liability if it proves that the breach of contract was caused by circumstances beyond its control, unforeseeable at the time of the conclusion of the contract, and which it could not reasonably have been expected to avoid or to prevent. The party liable shall fully compensate the damage caused by the breach of contract in the services. The parties shall limit the compensation to the amount of the service fee.
3. The Service Provider shall not be liable for any other damage caused to the Client's property and for any loss of pecuniary benefit, except for damage caused intentionally or by conduct causing harm to human life, bodily injury or health.

IV. Transfer of rights and/or obligations

Except as otherwise provided in this agreement, neither party shall be entitled to enter into any agreement to assign, transfer or delegate any of the rights and obligations under this agreement, except for the purpose of debt collection, without the prior written consent of the other party.

VII. Data management

1. The Parties declare that the personal data (full name, title, e-mail address, telephone number) of the persons identified as contact persons in the individual contract will be processed by the Contracting Parties as independent data controllers on the basis of their legitimate interest pursuant to Article 6 (1) (f) of the General Data Protection Regulation (GDPR) of the European Union, the purpose of which is to establish and perform the Contract, in particular to cooperate and maintain contact in order to do so. The Contracting Parties undertake to process the personal data of the persons named as representatives and contact persons of the Parties in accordance with the applicable law solely for the purposes specified herein and not to process them further in the absence of an appropriate legal basis, in particular by transmitting them to third parties or disclosing them to the public. The Parties undertake to fulfil their obligation to provide the information required by the GDPR to their employees.
2. The Parties shall undertake that if there is a change in any of the Parties' data or in the person entitled to represent the Parties or to maintain contact and confirm performance, the Party affected by the change shall notify the other Party of the changed data without delay, but within 8 days at the latest. The Parties agree that any change under this clause shall not affect the validity and scope of the service contract and shall not require any amendment to the service contract. The defaulting party shall be liable for any damage resulting from failure to notify.
3. The Parties shall undertake to comply fully with the provisions of the GDPR in their activities. The Parties shall cooperate and inform each other in order to clarify any disputes concerning data management and data protection issues arising from the contract between them. In the event of a personal data breach involving personal data transferred to the other Party in the context of a contract between the Parties, the Party affected by the personal data breach shall immediately, but no later than within 24 hours, notify the other Party of the fact of the breach, the circumstances of the breach and the consequences of the personal data breach, as well as the measures already taken or planned to be taken to mitigate the consequences. The Parties shall cooperate with each other in the investigation of the risk of the incident to the rights and freedoms of the data subject and in determining any further action to be taken on the basis of the investigation.
4. The Service Provider will process the data of the Participants in the training in accordance with its Privacy Policy. The privacy notice is available at: <https://felnottkepzes.uni-miskolc.hu/adatvedelem>
The Client is obliged to ensure that the Client is entitled to process the Participants' data.

VIII. Confidentiality, intellectual property

1. The Parties shall keep confidential all business secrets, technical, economic information, data, methods, protected knowledge and other data that come to their knowledge. In the event of doubt, the Party shall declare the confidentiality of the data, facts, information, etc. concerned at the request of the other Party.
2. The information specified in point 1 may be disclosed to third parties only with the prior written consent of the other Party or as required by law. The Parties shall be liable to each other for any damage resulting from any breach of this obligation.
3. In interpreting and applying the provisions of this Section, the provisions of Act LIV of 2018 on the Protection of Business Secrets shall prevail.

X. Force majeure

Parties declare that if the performance of the contract or the performance of the individual parts of the contract is not possible due to an event unforeseeable at the time of the conclusion of the contract and beyond the control of the Party or one of the Parties (hereinafter referred to as force majeure), the Party affected by the force majeure shall notify the other Party without delay. The notification shall include the fact of force majeure and the expected time for its elimination or resolution. In the context of a specific contract, the Parties shall consider as force majeure circumstances unforeseeable at the time of conclusion of the contract, in particular an epidemic or an epidemic-related measure (e.g. quarantine), a natural disaster. The contracting parties agree that, if the performance of the tasks provided for in the contract cannot be completed within the time limit due to force majeure, the time limit for performance of the contract shall be extended, without a separate legal declaration, by a maximum period equal to the duration of the force majeure. The contracting parties stipulate that if the performance of the tasks provided for in the contract has become impossible due to force majeure, the parties shall be obliged to settle accounts with each other for the services performed up to that date, and the parties shall be exempted from the performance of services which cannot be performed due to force majeure.

XI. Termination of the contract

1. If the service contract is for a fixed term, either party may terminate the contract in the event of serious breach of contract by the other party.
2. For the purposes of point 1, a serious breach of contract shall be deemed to have occurred if either Party fails to fulfil an obligation specified in an individual contract within the time limit specified in the contract.

XII. Miscellaneous

1. Subject to the provisions of VII.2, the Parties may amend the concluded contract only by mutual agreement. The form of the amendment shall be in accordance with the manner in which the contract was concluded. Only the persons authorized to represent the Parties, as specified in the specific agreement, shall be entitled to negotiate and make a legal declaration to amend the contract.

2. The present GTC does not contain any general terms and conditions that deviate substantially from the law or from normal contractual practice. With regard to issues not regulated in these GTCs, the provisions of Hungarian law, in particular Act V of 2013 on the Civil Code, Act LXXVII of 2013 on Adult Education, the Government Decree 11/2020 (7.2.2013) on its implementation, and other applicable legislation shall apply, depending on the nature of the service.
3. If any provision of a contract between the Parties, including these GTC, or the contract itself becomes invalid or ineffective in whole or in part, the Parties shall immediately enter into negotiations with each other to determine such provision or a new contractual provision to replace it, in accordance with the law and the will of the Parties. The Parties shall continue negotiations as long as there is a reasonable possibility of establishing such provision. In the event of failure of the negotiations, the Parties shall initiate termination of the contract and shall settle with each other the services rendered up to that point.
4. The Service Provider shall publish the present GTC on its website and ensure its continuous availability and downloadability. The Service Provider shall be entitled to unilaterally supplement or amend the provisions of these GTC, whereby the Service Provider shall consolidate the GTC in any case.
The general terms and conditions can be viewed and downloaded at:
www.felnottkepzes.uni-miskolc.hu/aszf
5. The Parties intend to settle any disputes arising from the contract between them primarily by amicable means. In the event of failure to do so, they agree to submit themselves to the exclusive jurisdiction of the Miskolc District Court or the Miskolc General Court.

Miskolc, 15. November, 2023.


Prof. Dr. Zita Horváth
rector




Zsolt Kalmár
chief financial officer

