

## General Terms and Conditions

### 1. Introductory provisions

1.1 The present General Terms and Conditions (hereinafter: GTC) shall apply to the legal relationships established between the SZIE Buda Dormitories (hereinafter: Dormitory) and the student having contracted for the right of use of accommodation at the Dormitory (hereinafter: Student).

1.2 The provisions of the Contract for Dormitory Accommodation (hereinafter: Contract) between the Dormitory and the Student, as well as the provisions of the GTC shall be interpreted in conjunction with one another.

### 2. Terms of use and designation of accommodation

2.1. The Dormitory Coordinator shall designate which accommodation will be allocated to the Student. Changes to the allocation of rooms may be requested from the Dormitory Coordinator by the Student in writing.

2.2. The Student may use (move into) the accommodation once s/he has met the following conditions:

- a) the Contract and the room inventory (list of furnishings) have been signed in duplicate,
- b) a photograph of the Student has been submitted by the required deadline in accordance with the requirements on the information sheet.

2.3. The Student is not permitted to transfer the accommodation and the services related to it to any other person.

### 3. Basic services provided under the Contract and additional services

3.1. As a basic service, the Dormitory shall provide, on a continuous basis, the conditions prescribed by law and specified in the Dormitory's operation permit, as well as the possibility to use a personal computer, and low-output electrical appliances (under 200 watts), internet access, as well as the cleaning of communal areas.

3.2. When using electrical appliances, especial care must be taken to observe fire protection, accident prevention and shock protection guidelines. The use of higher-output, heat-generating appliances (cookers, hobs, radiators, immersion heaters, irons, etc.) in Dormitory rooms is strictly forbidden.

3.3. The organization of cultural, sporting, recreational and other activities for the Students shall primarily be the responsibility of the Buda Dormitory Council (BKT) operating under the municipal government.

### 4. Terms of payment

4.1. As consideration for the basic dormitory services, the Student must pay the following fees (approved by the University Senate) on a **monthly** basis for the duration of the term of the Contract:

#### Szent Gellért Dormitory

- Dormitory fee for two-bed room with bathroom: 11,650 HUF/person/month
- Dormitory fee for three- and four-bed rooms: 9,300 HUF/person/month

- Dormitory fee for rooms: 17,000 HUF/person/month

### **Somogyi Imre Dormitory**

- Dormitory fee for two-bed room with bathroom: 17,000 HUF/person/month
- separate service fee: 1,500 HUF/person/semester
- fee for receiving visitors: 1,000 HUF/person/night

4.2. The dormitory fees listed under section 4.1 apply to Students enrolled in full-time day courses and who receive partial or full state-funded scholarships.

4.3. **Students must pay the accommodation fee by the 15th day of the given month (except for the months of September and February, in which case the deadline is the 30th day of the month) via the NEPTUN system, taking care to ensure that the payment of the dormitory fee is executed by this deadline.** If Students fail to perform the payment obligation in accordance with the above, an additional charge of 500 HUF will be charged after every week of delay begun thereafter, also payable through the NEPTUN system.

4.4. Students shall be obligated to pay the fee even if they did not use the accommodation during the given month.

## **5. Use of rooms and verification of use**

5.1. Students have the obligation to keep the rooms and related premises clean, using their own cleaning equipment and products. Students are also responsible for disposing of all waste generated by their accommodation units by bringing the waste to the garbage bins or recycling bins. Additional costs resulting from a failure to perform cleaning tasks and any fines from public health authorities will be charged to the Student occupying the premises.

5.2. In exceptional cases (e.g. to prevent damage to the room, in cases of fire or to prevent serious injuries or death), the agents of the Operator of the Dormitory are entitled to enter rooms without prior notice to the Student, even if the Student is absent.

5.3. Besides the above, the agents of the Operator of the Dormitory may inspect rooms to verify whether they are being used for their intended purposes, or for maintenance and building safety reasons (heating, building engineering, inspection and calibration of electrical equipment, repair and maintenance works, pest and vermin extermination, etc.). In such cases, they may enter the rooms in the presence of the Student and perform the necessary verifications, maintenance or repair works. Insofar as the Student is not present at the time of the activities performed by the Operator, the agent of the Operator may only enter the room in the presence of the Dormitory Coordinator and must leave a written notification to the effect that work was performed in the room.

5.4. The Dormitory Coordinator shall inspect the condition of the rooms regularly, but at least once monthly, in accordance with the provisions of the House Rules .

## **6. Rules on indemnification**

6.1. The Student shall be liable for any unlawful damage caused to the Dormitory's furnishings and building and related property, and shall be held to provide indemnification for such damage in accordance with the National Act on Post-Secondary Education, the Regulations on Student Discipline and Indemnification (hereinafter: Regulations) and the indemnification responsibility stipulated in the House Rules.

6.2. When the Student moves in to the room, s/he takes possession of the furnishings of the room (furniture, refrigerator, quilt, pillow and other furnishings) in accordance with the list of furnishings sheet. The Student shall be fully liable for returning or reimbursing the items found on the list in the event that they are lost or damaged, and shall have the responsibility to safeguard these items at all times and to keep them for his/her exclusive use. If loss is sustained due to reasons beyond the Student's control, s/he shall be relieved of the indemnification obligation. Indemnification for damage caused while the student is occupying the premises must be paid immediately after the conclusion of the indemnification process. The Regulations include detailed rules governing the indemnification process.

6.3. Students must promptly notify the Operator of the Dormitory of any defects, deficiencies or faulty operation of the room and its furnishings. The written permission of the Dormitory is required prior to making any alterations to the rooms.

6.4. The Dormitory and its Operator do not undertake any responsibility for the personal belongings kept in rooms. Students must keep the doors and windows of the rooms closed and locked when they are not on the premises.

6.5. Students must abide by the Dormitory's House Rules. Students must abide by current public health regulations as well as by the provisions of fire protection, accident prevention and occupational safety rules applicable to the Dormitory. Students must sign a separate statement to the effect that they are aware of these regulations when they move in. Official fines of any nature resulting from any breach of these regulations by Students, as well as any additional costs sustained by the Dormitory in this respect, are to be borne by the Student at fault, who shall pay these amounts in accordance with the rules on indemnification.

## **7. Termination and cancellation of Contract, moving out**

7.1. The Contract shall terminate

- a) upon the expiry of the term specified in the Contract
- b) when the contractual relationship with the Student ceases.

7.2. The Contract may be terminated

- a) by ordinary termination (with notice)
- b) or by extraordinary termination (without notice).

7.3. Termination of the Contract shall only be valid if made in writing.

7.4. The Contract may be terminated by either party by means of 30-day notice. The Student shall be obligated to continue to pay the accommodation fee for the duration of the notice period. The Student may terminate the Contract in writing by submitting the "Request to move out of the dormitory" form to the Dormitory Coordinator.

7.5. The Contract may be terminated without notice in the event that the other party has materially breached the Contract, violated the law, or any regulations, either through a deliberate act or by gross negligence, or if the other party is displaying any conduct which renders the continuation of the accommodation contract impossible.

7.6. On the side of the Dormitory, the following shall be considered grounds for termination without notice, if the Student:

- a) deliberately or negligently causes damage to the Dormitory and refuses to indemnify the Dormitory for this damage, or if, after having recognized his/her obligation to indemnify, fails to do so without justification;

- b) performs alterations to the Dormitory building or its furnishings without the authorization of the Dormitory's representatives, and, when called upon to do so, fails to restore the premises to their original condition at his/her own expense;
- c) fails to abide by the regulations of the Dormitory, of the public health authorities (in particular with regards to smoking) fire protection, accident prevention and occupational safety guidelines, as well as the user regulations governing internet access;
- d) illegally permits persons who do not live in the Dormitory to occupy his/her room or any other room;
- e) breaches the provisions of the House Rules with regards to the hosting of guests;
- f) fails to perform payment obligations even after having been called upon to do so;
- g) violates the House Rules applicable to communal living and does not desist from activities that disturb the peace of the community, the other occupants, and the neighbours, even after have been warned by the Student Dormitory Coordinator and by the Dormitory Coordinator to this effect.

7.7. In the event of termination without notice, the Student must move out of the Dormitory within eight (8) days, and must pay the outstanding fees for the remaining term of the Contract. If the Student fails to pay outstanding debts at the time that s/he moves out, the University shall launch debt recovery procedures.

7.8. On the side of the Student, if the Student has given written notice to the Dormitory Coordinator of a problem which is then not addressed in the next eight (8) working days, and if, accordingly, the Dormitory fails to:

- a) provide accommodation in accordance with the present GTC;
- b) accommodation appropriate for rest and studying.

7.9. In the event of termination without notice, the Student must move out of the Dormitory within eight (8) days along with all of his/her belongings.

7.10. When the Contract is terminated on any grounds, the Student must go over the list of room furnishings with the Operator of the Dormitory, remove all of his/her belongings and leave the part of the room in a clean condition. Insofar as the accommodation contract of a Student for a room is terminated, the room must be returned to a representative of the Dormitory in a clean condition.

## **8. Closing provisions**

The Court of Gödöllő (*Gödöllői Járási Bíróság*) shall have exclusive jurisdiction over any disputes arising in connection with the accommodation of students in the Dormitory.

All issues not regulated in the Contract and in the present GTC shall be governed by current laws in force on post-secondary education, the regulations applicable to SZIU, as well as by the provisions of Act LXXVIII of 1993 on certain regulations applicable to the rental of accommodation and premises and their alienation.

29<sup>th</sup> August, 2018, Budapest

Tamás Lengyel  
Campus Director