



# Pannon Egyetem

## University of Pannonia

### **GENERAL CONTRACT TERMS - FOR ADULT EDUCATION (PARTICIPANTS NOT IN STUDENT STATUS) (in effect from 01/25/2024 until withdrawn)**

The provisions of these general terms and conditions (hereafter GTC) govern all such activities, which take place between the University of Pannonia as Training Institution

- headquarter/address: 8200 Veszprém, Egyetem utca 10.
- tax number: 19310321-2-19,
- EU tax number: HU19310321,
- statistical number: 19310321 8542 563 19.
- account holding financial institution: MKB Bank Nyrt.
- bank account number: 10300002 - 10802153 - 00014904
- IBAN: HU94 10300002 10300002 10802153 00014904
- SWIFT-code: MKKBHUHB
- institutional identifier: FI 80554
- represented by: Dr. Abonyi János rector and Csillag Zsolt chancellor
- registration number in the Register of Adult Education Institutions: B/2020/000711, E/2020/00101; hereinafter: "Adult training")

and the natural person or persons actually participating in the training, as participants (hereinafter collectively: "Participant") or a person other than the Participant - who ordered the training and bears its costs - as a cost bearer (hereinafter: "Cost Bearer", Training Institution and Participant/ Cost Bearer, hereinafter together: "Parties"), within the framework of an adult education legal relationship.

In the case of training courses conducted on a notification basis, the adult training information sheet and GTC form one unit (hereinafter together: "Adult Training Agreement"), to be interpreted together.

#### **1. The conclusion of the Adult Training Contract**

The Training Institution organizes trainings (hereinafter collectively referred to as "Training") – based on notification or permit – commissioned by the Participant/ Cost Bearer. The Parties acknowledge that the Training Institution and the Participant conclude an Adult Training Contract according to § 13 (1) of the Adult Education Act LXXVII of 2013. (hereinafter: AEA), – with the content specified in the Government's decree –, which contract can be concluded orally or in writing in the case of training

conducted based on notification, in writing in the case of training conducted based on a permit. The content elements of the Adult Training Contract are contained in the General Terms and Conditions and the training information, which the Participant gets to know in advance and accepts implicitly. In the case of courses based on notification, the Adult Training Contract is established between the Parties by the Participant marking the data management information and the GTC as accepted when filling out the online application form ([felnottkepzes.uni-pannon.hu/képzéseink/jelentkezem](http://felnottkepzes.uni-pannon.hu/képzéseink/jelentkezem) or [felnottkepzes.uni-pannon.hu/képzéseink/apply-for-a-training-course](http://felnottkepzes.uni-pannon.hu/képzéseink/apply-for-a-training-course)), and the Training Institution starts the chosen training.

## **2. The details of the Training, the content elements of the adult training legal relationship according to the adult training contract**

The name, type, form, location, number of hours, planned start and end date of the Training, and the indication of any documents that may be obtained with the Training are contained in the Training Information on the Trainer's Website.

The Training Institution reserves the right not to start the Training with less than the minimum number of applicants (6 people), and to change the date and location of the training in the event of a low number of applicants.

After receiving their application for the Training, the Training Institution informs the Participant about the further details of the training in the confirmation letter sent by e-mail. If the Training does not start due to insufficient number of Participants, the Training Institution will inform the applicant about the details of the next starting training (if any). If the applicant does not wish to use this option, the Training Institution will refund the already paid training fee or advance payment.

The Training is held by the Training Institution on the basis of content published on the its official website ([felnottkepzes.uni-pannon.hu](http://felnottkepzes.uni-pannon.hu)) or (hereinafter: "Website") or in a unique offer.

The Training Institution reserves the right to modify the instructors' person. If any lesson (which takes place in person) is missed due to the fault of the Training Institution, it is obliged to hold a make-up lesson free of charge and notify the Participant of its date.

## **3. How to apply for the training and pay the fee**

You can apply for the Training electronically through the Website. When filling out the application form on the Website, the Participant must select the training and provide the

following information: full name, birth name, place and time of birth, mother's name, address (notification address), telephone number, e-mail address, highest educational qualification, cost bearer of the training, billing address, tax number in the case of a company. The Participant can send his application by clicking the "Send" button. When submitting the application, the Participant accepts these Terms and Conditions and the Data Management information available on the Website.

After receiving the application, within 48 hours at the latest, the Training Institution will send a written confirmation to the e-mail address provided by the Participant during the application, in which he will be informed about further details related to the Training.

The price of the Training is included in the Training Information for the training. The Participant can pay the participation fee in the following ways:

- in one sum, by bank transfer, based on the information provided in the notification e-mail or (in the case of training based on a permit) on the provisions of the adult training contract;
- in instalments, by bank transfer, based on the provisions of the service contract or (in the case of training based on a permit) the adult training contract.

#### **4. Rights and obligations of the Training Institution**

Training Institution

- examines the possibility of taking credit of previously acquired knowledge, takes measures to validate it;
- ensures the personal and material conditions necessary for the successful completion of the Training;
- continuously supervises the Participant's training-related activities in accordance with the provisions of these General Terms and Conditions;
- keeps a record of the Participants and files the Training documents for a period fixed in accordance with the relevant adult education legislation;
- fulfils all notification/reporting obligations related to the Training;
- fulfils its obligation to provide information according to § 17. a) of the AEA.

#### **5. Rights and obligations of the Participant**

Participant

- by accepting these GTC declares that the personal data given on the application form are correct, that they have checked them and that are solely responsible for their true data content;
- declares that he or she has read and taken note of the provisions of these GTC and the Training Information;

- actively participates in the training and does not exceed the permitted absence rate;
- acknowledges that failure to comply with the rules of the training site or repeated serious infractions may result in exclusion from the Training;
- acknowledges that if he/she fails to attend the Training, or drops out of the Training, this does not mean an exemption from paying the training fee, and does not give the opportunity to repay the already paid training fee (if the Participant is under an obligation to pay);
- by accepting the General Terms and Conditions, he/she acknowledges that he/she has received and familiarized himself with the full information about the Training (training information, price, schedule, payment terms, customer service procedure, complaint handling, methods of using services related to adult training activities, right of withdrawal, Data Management Information, etc.) and received or viewed the contents of the Training Information and a copy thereof;
- acknowledges that in case of non-payment of the training fee (in case of payment obligation), or exceeding the permitted absence rate, or failing to take or pass any exams, a certificate cannot be issued even if the participant requests a certificate;
- the Participant may terminate the adult training contract in accordance with the provisions of clauses 6 and 9 of the General Terms and Conditions or withdraw from the adult training contract.
- The Training Institution records the mandatory content elements of the adult training contract not regulated in these GTC on the training data sheet, which are as follows:
  - name and number of hours of training
  - the planned start and end date of the training by year, month, day, taking into account the crediting of previously acquired knowledge,
  - the schedule of progress broken down into curriculum units,
  - indicating the document that can be obtained by completing the training,
  - the method of monitoring and evaluating the performance provided during the training, as well as, if an exam is connected to the training, the conditions for admission to the exam,
  - the training fee or, if an exam is connected to the training and the adult trainer is entitled to organize the exam, the amount and method of payment of the exam fee and any necessary remedial and supplementary exams, taking into account the crediting of previously acquired knowledge.

## **6. Other rights and obligations of parties**

Parties are entitled to terminate the Training Agreement with immediate effect if:

- the Participant becomes medically unfit to participate in education or training (in this case, the individual assessment detailed in point 10 applies to the repayment of the training fee),
- the Participant does not pay the arrears of payment, despite the Training Institution's request,
- the Participant has missed contact classes for more than the time specified in the training program without justification.

## **7. Data handling**

The Training Institution manages the Participant's personal data contained in § 21 (1) of the AEA for the purpose of registration in accordance with the legislation on data protection, and preserves them in accordance with Act CXII of 2011 ("Privacy Act") and the Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR").

The purpose of data management is to facilitate the training process and to comply with the data management and data provision requirements contained in the AEA.

The legal basis for data management, with regard to the data contained in § 21 (1) of AEA, is Article 6, paragraph (1) point c) of the GDPR (fulfilment of the legal obligation for the data controller), in view of the fact that the AEA § 21 obliges the Training Institution to manage the Participant's data, in relation to the Participant's natural identification data (name; mother's name; place of birth; time of birth), e-mail address and highest educational qualification.

In the case of the Participant's phone number, the legal basis for data management is the Participant's consent, which the Participant expressly provides for the establishment of the adult education legal relationship, according to Article 6, Paragraph (1) point a) of the GDPR. The Participant may withdraw his consent at any time. Withdrawal of consent does not affect the legality of data processing carried out on the basis of consent prior to withdrawal.

The Training Institution manages the Participant's personal data contained in § 21 (1) of the AEA until the last day of the eighth year from the establishment of the adult education legal relationship. The Participant's phone number is handled by the Training Institution during the organization and conduct of the training, but at the latest until the adult education legal relationship is terminated, or until consent is withdrawn before that.

Pursuant to § 15 of the AEA, the Training Institution provides data on the Participant's natural personal identification data and electronic e-mail address to the adult education state administration body in the adult education information system.

The state administrative body for adult education maintains an electronic register of the data and the certificates that may be issued by the Training Institution, for the purposes of control and career tracking system according to § 20 (1) of the AEA, and manages the data of the register until the last day of the fifth year from the date of their creation. The state administrative body for adult education manages the data of the central register containing the certificates until the last day of the fiftieth year from the date of their creation, after which they are handed over to the competent archive and the transferred data is deleted.

The Participant's personal data contained in § 21 (1) of the AEA may be used for statistical purposes and can be transferred for statistical use in a way that is not suitable for personal identification, and may be transferred for use free of charge to the Central Statistical Office in a way that is not suitable for individual identification for statistical purposes.

The Training Institution keeps records of the Participants based on their educational identification numbers and provides data related to the educational identification numbers in the adult education information system.

The Participant's rights and legal remedies in connection with data management, as well as the detailed rules for data management of the Training Institution, are contained in the general data management information sheet of the Training Institution. The general data management information is available on the following website: <https://felnottkepzes.uni-pannon.hu/intezetunk/gdpr>.

## **8. Withdrawal**

Withdrawal from the adult training contract is only possible in writing and only before the start of the Training. To be paid in case of cancellation:

- in case of cancellation notified at least 3 working days before the start of the Training, a 10% handling fee will be deducted from the training fee;
- in case of cancellation notified within 3 working days before the start of the Training (including if the Participant stays away from the course without any written feedback), 30% of the Training fee.

The rules regarding the training fee to be paid in the event of cancellation, contained in point 2 of the General Terms and Conditions, do not apply in the event that the Training

for which the Participant originally applied does not start due to the absence of a sufficient number of applicants for the training, and the Participant withdraws from applying for the next date rescheduled by the Training Institution for the same training.

### **9. Participation and the degree of permitted absence, the consequence of exceeding the permitted absence**

The permitted degree of absence is contained in the training information for the given training. If the permitted absence is exceeded, the Training Institution may exclude the participant from the training.

The Participant or the Payer is obliged to pay the training fee to the Training Institution in the event of exceeding the permitted level of absence as well.

Based on an individual assessment, if the lack of ability to participate is proven (documents for proof can be in particular: police, court, medical, treating doctor, general practitioner certificate, report of illness, final hospital report), the Training Institution will release the Participant from the obligation to pay it in whole or in part.

### **10. Completion of the training**

In accordance with § 13/B (1) of AEA, with the exception of internal training, the Training Institution issues a certificate in the adult training information system to prove the completion of the training, and makes it available to the Participant electronically or on paper, according to the Participant's choice. In the case of adult training activities subject to notification, the certificate is to be issued at the request of the person participating in the training. The Participant indicates his choice when filling out the application form.

### **11. Confidentiality**

The parties treat the contents of the adult training contract and the data they come to know in connection with it as confidential, and they do not use confidential business information they come to know during the Training.

### **12. Complaint handling**

The Participant's comments and complaints can be reported online, by e-mail or at the Training Institution's customer service at the following contact details:

Customer service: 8200 Veszprém, Egyetem u. 10. building E, first floor, office Nr. 117.

Customer service hours: from Monday to Thursday 9.00 – 16.00, on Friday 9.00 – 11.00

E-mail: felnottkepzes@uni-pannon.hu

Online: <https://felnottkepzes.uni-pannon.hu/intezetunk/panaszkezeles>

The Training Institution investigates the complaints and tries to settle and correct them. Parties agree to cooperate in clarifying disputed issues.

In matters not regulated in the adult education contract, or in case of failure by the Training Institution, the regulations of Act V of 2013 on the Civil Code, Act LXXVI of 2009 on the general rules for starting and continuing service activities, the AEA and the Government Decree on its implementation are governing.

In the event of a complaint by the Participant, if the complaint handling procedure has been completed and as a result the Training Institution has established that the Participant's complaint is justified, he or she may claim back a proportionate part of the training fee (if subject to a payment obligation according to the adult training contract). In the event of a legitimate complaint of the Training Institution, the Participant may be obliged to pay a proportionate part of the training fee (if subject to a payment obligation according to the adult training contract).

### **13. Liability of the Training Institution**

Damage to the Participant caused by the failure to register the Training Institution or the banning of its activities shall be borne by the Training Institution.

If, as a result of the Training Institution 's negligence, the training cannot be completed, the Training Institution will be liable for repayment up to the balance of the training fee, beyond which the Training Institution will not be liable for damages.