

## General Terms and Conditions

### MATE University Dormitories

#### 1. Introductory Provisions

- 1.1. The present General Terms and Conditions (hereinafter referred to as "GTC") shall apply to the legal relationship between the Dormitory and the Student who has obtained the right to use the accommodation in the University Dormitories of the Hungarian University of Agriculture and Life Sciences.
- 1.2. The **Dormitory Residence Contract** (hereinafter: the Contract) concluded between the Dormitory and the Student, and provisions of GTC shall be jointly construed.

#### 2. Terms of using a room, allocation of rooms

- 2.1. The Student is entitled to use the accommodation (move in) if the following conditions are met:
  - a) signed 2 copies of the Contract and the moving in form/room inventory/registration sheet,
  - b) submitted the signed Contracts within the given deadline, and/or handed them in at the time of the formal move-in.
  - c) submitted / handed in the photo(s) within the given deadline.
- 2.2. **The Dormitory Coordinator / Student Coach shall designate the appropriate room for the Student in agreement with the Head of Dormitory.** The Student has the right to initiate a change in room allocation in writing to the Dormitory Coordinator / Head of Dormitory.
- 2.3. The Student is not entitled to transfer the room or any services linked to the accommodation to anyone.
- 2.4. Rooms may be changed (free of charge) from the time of moving-in in September until the end of September if all conditions are met. For room change, the Student shall fill in the "Request for changing room" form available on the dormitory's homepage and submit it to the Dormitory Coordinator / Head of Dormitory after each stakeholder signed it. The change of room shall only take place after the submission of the request form, and only in case all the residents of the rooms involved agree. If the Students fail to submit the request, disciplinary procedure may be initiated against them.

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

- 3.1. The Dormitory shall continuously provide as a basic service the conditions required by Government Decree 87/2015 (IV.9), furthermore, the possibility to operate a PC, one cable connection to the internet per person, consumer electronic devices and low-power devices (electronic and/or household appliances with a capacity less than 200 Watt) as well as the cleaning of shared premises.

- 3.2. The use of service units operating in the dormitory (copy machines, cafeteria, halls etc.) and the operation of household devices exceeding 200Watt capacity shall be considered as additional services. The Student is entitled to operate electrical appliances outside the basic service with the prior written permission of the Operator / Head of Dormitory. When using them, the Student must comply with fire, accident and contact safety regulation. It is forbidden to use a hot plate stove, radiant heater or immersion heater in the dormitory.
- 3.3. The Student Service Development Fee – 2000, HUF/month/person – is paid by the Students for the use of cultural, sport, leisure and other programmes for students living in the dormitories. Dormitory councils (DC), which operate on a representative basis, are responsible for organizing the programmes.

#### 4. Terms of Payment of Fees

##### 4.1. Hungarian Students

The Student shall pay a fee for the dormitory services specified in the table of fees approved by the Senate of the University until the termination of the Contract. The table of fees are included in Annex 1 of Students Fees and Benefits Regulation.

The dormitory fees shall be paid so that the **payment of the dormitory fee is completed by the given deadlines:**

- September fee by 20 October
- October fee by 20 October
- November fee by 20 November
- December fee by 20 December
- January fee by 20 January
- February fee by 20 March
- March fee by 20 March
- April fee by 20 April
- May fee by 20 May
- June fee by 20 June

##### 4.2. International students

The Student is obliged to pay the prices fixed in the foundation, state, intergovernmental agreements (*Annex 3 of Government Decree 87/2015 (IV.9), for Basic Services*).

In case of students studying within the framework of Stipendium Hungaricum Scholarship Programme and Scholarship Programme for Christian Young People, the fees for basic services are determined in accordance with the regulations for Stipendium Hungaricum and Christian Young People Scholarship Programmes.

- 4.3. Students are required to pay the monthly fee via the collective account of Neptun System (under "Finances/Payment"), and the University shall issue an invoice for each month. The Students can access the invoice issued in Neptun System under "Finances / Invoices" („Pénzügyek/Számlák”).

NEPTUN student collective bank account: 11784009-22234797-00000000

Name of Bank: OTP Bank Plc.

IBAN: HU3611784009-22234780-00000000

SWIFT code: OTPVHUB

- 4.4. The Student shall be liable to pay the fee even if he/she does not use his/her place in the given month. An exception to this is if the use is not possible due to a cause in the operator's interest.
- 4.5. The Student shall notify the dormitory coordinators / student coaches of his / her student status has been terminated or made passive. If the Student fails to do so, he / she shall move out from the dormitory with extraordinary termination within 8 days with payment of the monthly dormitory fee.
- 4.6. The amount of dormitory late payment fees (non-payment, late submission of moving-in documents) and special procedure fees (changing a room beyond the deadline, deviation from registered date of moving-out) shall be the same as those set out in the university regulations.
- 4.7. If the student wishes to receive guests in his / her own room, he / she shall act in compliance with the Dormitory Rules, according to the tariffs set out in Appendix 1.
- 4.8. If the Student fails to pay the fees by the deadline above, he / she shall pay the amount increased by the late payment fee. The dormitory coordinator/ student coach shall call the Student in writing to pay the due dormitory fee every month. In the event of non-payment of 2 months' fees, the student's residence contract may be terminated by extraordinary termination. In duly justified cases, the Student may submit a request for individual assessment addressed to the Head of Dormitory to deviate from the procedure determined above.

## **5. Compensation rules**

- 5.1. The Student shall be liable for damages caused unlawfully to the furniture, equipment, building and its fixtures and fittings of the Dormitory, as defined in the Act on National Higher Education, MATE Organizational and Operational Regulations, and the Dormitory Rules.
- 5.2. When the Student moves in, the room accessories (furniture, fridge, duvet, pillow and other utensils) are taken over according to an inventory (moving in form). He / she is fully liable for any loss or damage caused to the items received under an obligation to return or account for according to the moving in form, provided that he / she keeps them in his / her custody at all times, uses or handles them exclusively. He shall be exempted from liability if the shortage was due to a cause beyond his control.
- 5.3. If the damage is caused by several persons acting jointly, they shall be liable for the damage in proportion to their fault. If the proportion of fault cannot be established, they shall be jointly and severally liable.
- 5.4. Any damage caused during the stay shall be compensated immediately after the compensation procedure has been completed.
- 5.5. The detailed rules of the compensation procedure shall be included in the Student Disciplinary and Compensation Regulations, III/6 of MATE Organizational and Operation Regulations.
- 5.6. The Student is obliged to report any missing, defects or damage to the room and its accessories to his / her resident assistant immediately. Any alteration or removal of furniture in the rooms taken over may only be carried out with the written consent of the Operator / Head of Dormitory.

- 5.7. The Operator shall only be liable for the loss or damage of objects in the personal use of the Student if the Student has acted with the utmost care to protect his / her personal belongings. To this end, the Student must keep the door to his / her room locked in his / her absence.
- 5.8. The Student is obliged to comply with the current Dormitory Rules. The Student is obliged to comply with the IT Regulations of the Hungarian University of Agriculture and Life Sciences, the public health regulations in force and the provisions of the fire, accident and occupational safety regulations applicable to the dormitory. The Student shall certify the acknowledgment of the latter rules by signing a declaration when moving in. Any administrative fine and any additional costs incurred by the Dormitory resulting from the Student's culpable breach of these provisions shall be paid by the culpable Student in accordance with the compensation rules.
- 5.9. The Operator shall not be liable for any damage or injury resulting from the improper use of the equipment of the dormitory, the Student shall bear the costs resulting from any damages or injuries, which he / she acknowledges and accepts.

## 6. Termination and cancellation of the Residence Contract, moving out

- 6.1. The Residence Contract terminates
- a) at the end of the period specified in the contract
  - b) upon termination of the student status or, in the case of passive student status
- 6.2. The Residence Contract may be terminated
- a) by ordinary termination
  - b) by extraordinary termination
- Termination of the contract is valid only in writing.
- 6.3. In case of **Hungarian students**, both parties have the right to terminate the Residence Contract by ordinary termination with a notice period of **30 days**. The Student is obliged to pay the dormitory fee for the duration of the notice period. The Student shall announce the dormitory period of notice in writing on the "Request for moving out from the dormitory" form to the resident assistant. Dormitory fees may be charged for a full or half-month period. The last month's dormitory fee is calculated from the date that the termination of the dormitory contract has been announced.
- 6.4. **First-year international students'** requests for dormitory accommodation will be collected by the campus international offices and sent to the Head of the Dormitory, while first-year students can submit their request for dormitory accommodation in MATE Dormitories to the resident assistant by 10 August. By 31 July, the Student must notify the Head of the Dormitory in writing of the period for which he/she wishes to use the place during the next academic year. Dormitory admission is for a full academic year, which may only be changed by 15 January for the 2nd semester. Students must notify the resident assistants in writing of their intention to move out 30 days before the indicated date.

**Senior international students** may decide on their dormitory accommodation until 30 June, provided that their resident assistant / dormitory teacher notified them that a dormitory place is available for them in the following academic year. Dormitory admission is for a full academic year and may only be changed by 15 January for the 2nd semester. Students must notify the resident assistants in writing of their intention to move out 30 days before the indicated date.

- 6.5. In case of dormitory accommodation for the academic year, the Dormitory shall provide accommodation until 30 June of the given year. By 30 June of the given year at the latest, the Student shall move out and hand over the room in cleaned and original condition to the representative of the Operator /employee of the Dormitory.
- 6.6. The Resident Contract may be terminated by an extraordinary termination if the other party commits a serious breach of the Residence Contract, legislation or regulation intentionally or with gross negligence, or otherwise engages in conduct that makes it impossible to maintain the Residence Contract.
- 6.7. **The Dormitory will particularly consider the following as an extraordinary reason for termination, if the Student:**
- (a) intentionally or negligently causes damage to the Dormitory and refuses to pay compensation for such damage, or fails to pay compensation without good cause after having acknowledged his / her liability to pay compensation;
  - b) makes alterations to the Dormitory building or furnishings without the permission of the Dormitory representative and fails to restore the original condition at his/her own expense when requested to do so;
  - c) violates the dormitory and official authority regulations on public health (especially smoking), fire, occupational health, accident and safety, and the IT Regulations of the Hungarian University of Agriculture and Life Sciences;
  - d) illegally accommodates a person not residing in the dormitory in his/her own or another person's room;
  - (e) violates the rules on hosting guests laid down in the Dormitory Rules;
  - (f) fails to pay the dormitory fees despite being requested to do so;
  - g) is proved to have consumed, possessed or distributed drug;
  - h) accumulates 200 (two hundred) penalty points out of the points specified in the Annex to the local Dormitory Rules applied on the given MATE Campus, for the misdemeanours / offences committed by him / her.
- In case of extraordinary termination, the Student is obliged to move out of the Dormitory within 8 days and pay his / her debt for the duration of the contract. If the Student does not settle his / her debt upon moving out, he / she will be required to sign a debt acknowledgement declaration, indicating the payment deadline he / she considers possible. If payment is not made by the indicated deadline, the Dormitory will apply to the competent court for enforcement.
- 6.8. It shall be considered as an extraordinary reason for termination on the part of the Student, if the Dormitory breaches contract by not providing
- a) the living conditions in the dormitory as specified in the present GTC,
  - b) necessary conditions for study and rest
- even after the Student has sent a preliminary notification (in writing to the dormitory coordinator / student coach).
- 6.9. In case of extraordinary termination, the Student must leave the Dormitory with all his / her belongings within 8 days at the latest.
- 6.10. Upon termination of the Residence Contract for any reason, the Student shall settle the inventory with Operator / Head of Dormitory and remove his / her belongings from the room. If the residential status of all the students of the room is terminated, they shall hand over the room cleaned to the representative of the Operator / employee of the dormitory. If they fail to

comply with the requirements on moving out from a room, they shall pay the amount of compensation set out in the Annex to the Dormitory Rules for the cleaning of rooms.

## **7. Final provisions**

- 7.1. Gödöllő District Court shall have exclusive jurisdiction over any disputes arising on dormitory residence.
- 7.2. Issues not regulated in the dormitory Residence Contract and the present GTC shall be governed by the provisions of the effective legislation on higher education, the relevant regulations of MATE, the Civil Code, and Act CCXXVI of 2013 on the rental of flats and premises.

Gödöllő, 30<sup>th</sup> of September, 2022

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