

## **GENERAL TERMS AND CONDITIONS FOR INTERMEDIARY SERVICES REGARDING DORMITORY APPLICATION**

### **1. Preamble**

- 1.1. For the purpose of interpretation of these present terms and conditions, **Student** shall mean the person applying for dormitory accommodation with the contribution of the University, and **University** shall mean the Budapest Metropolitan University (registered office: 1148 Budapest, Nagy Lajos király útja 1-9., institutional identification: FI33842) acting on behalf of the Student in order to facilitate the Student's dormitory accommodation. The term **Parties** shall refer to the Student and the University collectively.
- 1.2. According to the application of the Student, the Parties enter into a study agreement under which the Student will pursue higher education studies organized by the University.
- 1.3. In order to aid the foreign applicants acquiring a residence that is required for the residence permit for study purposes in Hungary, the University entered into a cooperation agreement with lodging providers.
- 1.4. While staying in Hungary the Student wishes to avail of the available lodging provided by the University under these terms and conditions.

### **2. Assignment**

- 2.1. The Student instructs the University to reserve the lodging chosen by the Student indicated in the online form created by University on the Microsoft Forms platform (hereinafter: online form) for the time period set out therein, to conduct the necessary consultations with the proprietor and to take every necessary measure and make statements on behalf of the Student (hereinafter: Services). The University accepts the assignment of the Student filling out all necessary fields of the online form.

### **3. The obligations of the Student**

- 3.1. The Student shall
  - 3.1.1. provide the University with every information and data necessary for the provision of the Service;
  - 3.1.2. enter into a lease agreement with the lodging provider prior to the moving-in (hereinafter: Lease Agreement) and fully comply with his/her obligations under the Lease Agreement, including but not limited to the obligation to occupy the lodging and use it as his/her abode during the term of the Lease Agreement;
  - 3.1.3. pay to the University the rent for the first month and the deposit set out in the Lease Agreement as a requirement to reserve the lodging;
  - 3.1.4. acknowledge that the payment of rent for the first month and the deposit is the prerequisite for the reservation of the accommodation and the issuance of the Final Acceptance Letter.

### **4. The obligations of the University**

- 4.1. The University shall
  - 4.1.1. reserve the lodging for the benefit of the Student that was previously chosen by him/her in accordance with the Student's application; following the payment of the rent of the first month and the deposit, and notify the Student of the above;
  - 4.1.2. notify the Student if for any reason the reservation of the chosen lodging is not possible or it is possible only on different conditions than those provided by the Student;

- 4.1.3. prepare the letter of acceptance for the Student;
- 4.1.4. indicate the date on the online form until the dormitory reservation can be revoked free of charge.
- 4.2. The University shall notify the Student in writing without delay about every circumstance regarding the provision of the Service.
- 4.3. The University shall not guarantee the successful performance of the Services nor have any liability in case the Services cannot be performed by the University for any reason except for the damage caused by the wilful misconduct of the University.

## **5. Service fee**

- 5.1. The University does not charge any remuneration or commission for reserving the lodging, with respect to this, the University is not entitled to any service fee for the provision of the Service.

## **6. Default**

- 6.1. The Student acknowledges that under the agreement between the University and the lodging provider, the University is liable for the damages arising from the Student's failure to occupy the lodging reserved by the University or the failure to occupy it for the time period set out in the Lease Agreement, or if the Student fails to in any other way comply with his/her obligations under the Lease Agreement.
- 6.2. With respect to the above, the Student explicitly and irrevocably undertakes to forthwith immediately reimburse the University regarding any cost, damage or any other expense that arose due to the Student's non-compliance with the obligations under the Lease Agreement or with those under these terms and conditions. The Student particularly undertakes to reimburse the University every payment obligation under the agreement concluded by the University and the lodging provider that incurred because of the Student's failure to occupy the lodging or the failure to occupy it for the time period set out in the Lease Agreement.
- 6.3. The Parties agree that in order to fulfil his/her obligation under the above Point 6.2 the Student gives his/her explicit consent that every amount transferred by the Student to the University – including but not limited to the amount of rent of the first month and the deposit – can be used to fulfil the University's payment obligation under the agreement concluded by the University and the lodging provider.
- 6.4. By filling out the online form, the Student explicitly authorises the University to collect the due amount from the Student and to use the collected amount to pay any due and unfulfilled claim against the Student under these terms and conditions if any payment obligation arises for the University under these terms and conditions, including but not limited to in relation to the provision of the Services.

## **7. Effect and termination of the Agreement**

- 7.1. The Student is entitled to terminate the Agreement according to these terms and conditions in writing with a notice period of 15 days. In case of the termination of this Agreement the Student shall pay to the University all reasonable and documented costs and expenses incurred due to the fulfilment of the assignment within 5 days from the termination.
- 7.2. The University is entitled to terminate the Agreement according to these terms and conditions in writing with a notice period of 30 days.
- 7.3. In case of the termination of the Agreement, the University shall return to the Student every information, document, item and other material that was provided by the Student in connection with this Agreement to the University.

## **8. Notices**

- 8.1. Notices of the Student under shall be made in writing and they shall be delivered by hand, courier, postal delivery or e-mail according to the following:  
Contact person: Barta Dávid  
address: 1148 Budapest, Nagy Lajos király útja 1-9.  
e-mail: dormitory@metropolitan.hu

## **9. Miscellaneous**

- 9.1. The University reserves the right to amend these terms and conditions, about which the Student needs to be notified in order to take effect.
- 9.2. These terms and conditions and the online form completed by the Student form the entire Agreement and contain the only and whole agreement between the Parties regarding the Service.
- 9.3. If any provision of the Agreement is or becomes invalid, unenforceable, this will not affect the validity or enforceability of the other provisions of the Agreement. The valid provisions of the Agreement will remain effective, unless the Parties would not have entered into the Agreement without the invalid provisions.
- 9.4. The Agreement shall be governed by Hungarian law.
- 9.5. The Student acknowledges that subject to any payment obligation arising against him/her toward the University, the University is entitled to request the issuance of an order for payment or a European order for payment against the Student, the costs of which shall be borne by the Student.
- 9.6. The Student acknowledges that pursuant to Article 50 (5) of Act CCIV of 2011 students who did not fulfil their payment obligations toward a higher educational institution cannot be admitted to final exams.
- 9.7. The Parties shall make an attempt to solve their disputes regarding the Agreement amicably. If the Parties cannot achieve an amicable solution within reasonable time, but within 30 (thirty) days from the occurrence of the dispute at the latest, the Parties shall submit themselves to the decision of the court competent at the registered seat of the University in any dispute arising from the Agreement or regarding the default, the termination, the validity or interpretation thereof.

Present terms and conditions are valid from 1 January 2022.