

**UNIVERSITY STUDENT RESIDENCE AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**  
**23 AUGUST 2016**

**1. INTRODUCTORY PROVISIONS, THE SCOPE OF THE AGREEMENT**

- 1.1. This General Terms and Conditions (hereinafter referred to as "**GTC**") shall cover the legal relation between Eszterházy Károly University (hereinafter referred to as "**University**") and the student having obtained the right to use a bed in any halls of residence of the University.
- 1.2. The Student Residence Agreement between the University and the Student (hereinafter referred to as "**Agreement**"), shall be interpreted together with the provisions of the GTC.
- 1.3. In the GTC the student accommodation provided by the University should be interpreted as a hall of residence.
- 1.4. Eszterházy Károly University is the legal successor of the previous higher education institutions operating as the Campuses of the current University. The legal relation related to the operation of the eventual management organizations of the University halls of residence and other student accommodation shall be dealt with in separate agreements. On the basis of present agreement – where the GTC does not provide otherwise – the manager shall act as an agent for the University in the course of legal acts for exercising the right to use the accommodation.

**2. CONDITIONS OF THE OCCUPANCY, THE DESIGNATION OF THE ROOM**

- 2.1. The Student is entitled to occupy the room (to move in) under the joint fulfilment of the following conditions:
  - 2.1.1. if (s)he is admitted to the hall of residence as set out in the organizational and operational rules of the University;
  - 2.1.2. if (s)he has signed the Agreement and the room inventory checklist;
  - 2.1.3. if (s)he has paid the amount of the single student accommodation registration fee equal to 5.000 HUF for the account of the University.
- 2.2. The student accommodation is by default provided for 10 months, in the case of students starting their studies in February, for 5 months. The date of the start and the end of the legal relation concerning the use of accommodation of each student shall be determined in the Student Residence Agreement.

**3. OCCUPANCY (MOVING IN)**

- 3.1. For the student meeting the conditions prescribed in Article 2 of the GTC the University/Manager shall provide the room or unit "as is" on the starting date of the legal relation which entitles the student to enter possession of the room.
- 3.2. The representative of the University/Manager and the Student take a look jointly in the room on the day of entering possession.  
The Student takes over the room in accordance with a *priced* inventory checklist, which includes a list of the furnishings and accessories given in possession together with the room and also fixes the state thereof. The Parties shall sign the inventory checklist.
- 3.3. The hall of residence and the room corresponding to the comfort level provided for the Student, as well as the distribution of residents are designated by the Student Residence Committee. The Student shall be entitled to initiate the change of the room distribution in writing to the student residence coordinator. The student residence coordinator shall make a decision on the initiative in his/her scope of appreciation within 5 business days. The Student shall not have right to appeal against this decision.
- 3.4. By default, modification is only possible between beds of the same category and the same grant. In exceptional cases, in particular if beds are available, modification is also possible between beds of different categories and grant.
- 3.5. The Student shall not be entitled to attribute the bed and the associated services to anyone else, may not submit an application for such a request and authorisation shall not be granted to such a request.

#### **4. TERMS AND CONDITIONS OF PAYMENT**

- 4.1. For the use of the accommodation and for the basic student residence service provided in accordance with the present GTC a residence fee specified in the Chancellor's provision shall be paid by the Student in accordance with the decision of admission to a student residence. Erasmus and other foreign students shall pay this fee in accordance with the Accommodation Agreement.
- 4.2. The Students shall be obliged to pay the monthly residence fee up to the twentieth day (20<sup>th</sup>) of the month via a payment order in the Neptun system. If the twentieth day of the month is not a working day, the first working day following it becomes the deadline for the payment of the residence fee. If the Student does not meet these payment obligations until the above dates (s)he shall pay an amount increased with a default fee specified in the Student Requirements.
- 4.3. The payment obligation shall also lie on the Student in the case where the Student does not make use of the accommodation in a given month. An exception to this is the case where the use is not possible for a reason within the power of the University or Manager.
- 4.4. The University/Manager lays down special usage fee for the operation of the electrical equipment beside the basic service. The amount of this operating fee shall be paid to the University/Manager by the payment method published by it.

#### **5. BASIC SERVICES PROVIDED BY THE AGREEMENT AND EXTRA SERVICES**

- 5.1. The student residence shall continuously provide as a basic service the conditions provided for the authorisation of the operation of the student residence, as well as the possibility of operating a personal computer with one internet access per person, consumer electronics devices and low power (electronics, household equipment under 200 watts of power), as well as the cleaning of common rooms.
- 5.2. It shall be deemed to be an extra service to use the service units (photocopier, refreshment room etc.) operating in the student residence, as well as the use of household appliances above the power of 200 watts taken in the student residence, and the (optional) cable television service used for the TV. The Student is eligible to operate the extra electrical equipment on the basis of the prior written permission of the University/Manager. When using them (s)he shall take into account the fire, accident and safety provisions. It is forbidden to use portable electric cookers, radiant heaters or immersion heaters in the student residence.

#### **6. THE USE OF THE STUDENT ACCOMMODATION, THE CONTROL OF THE USE**

- 6.1. The Student shall keep the rules of the student residence policy in force. The Student shall also observe the rules of the internet network usage, the public health regulations in force and the regulations of fire, accident and safety provisions. The acceptance of the latter rules shall also be certified separately by the signature of the Student. Any fines imposed by any authority and all additional costs drawing up due to the breach of these provisions shall be paid by the Student being in fault in accordance with the compensation rules to be paid.
- 6.2. The student shall use the accommodation in a gentle manner also bearing in mind the interests of the University/Manager.
- 6.3. The student residents shall keep the accommodation and the associated premises clean with the cleaning equipment and cleaning supplies provided by them. Students shall also provide for taking the trash out of the rooms into the waste storage. The additional expenses resulting from the default of cleaning or the public health official penalties shall be borne by the Students residing in the room.
- 6.4. The management of the student residence shall provide linen changes regularly on a pre-announced date.
- 6.5. In exceptional situations (e.g. necessity, fire, emergency, life risk or risk of injury etc.) the representative of the University/Manager is entitled to enter the room in the absence of the Student and without prior notification to the Student. The Student shall be informed about it without delay.
- 6.6. In addition to the above cases the University/Manager shall be entitled to enter the room with prior notification to the student to check if the room is used under normal conditions and for maintenance and building management reasons and to carry out the necessary checks and repair work (e.g., check and control of the heating, the technical building system, the electrical equipment, repair and maintenance work, disinfestation etc.) If the Student is not in the room at the time of the activity the person charged with the job by the University/Manager is allowed to go into the room only in the presence of the representative of the University. All visits occurred in the absence of the Student shall be documented in a visit log. The presence of the representative of the University shall be evidenced by his/her signature.
- 6.7. The University/Manager and the representative of the University shall be entitled to check the condition of the rooms on a regular basis, up to four (4) occasions per month with prior notification to the Student.
- 6.8. The Student shall undertake to make the room available to the University up to five (5) days every six months for the purposes of offering accommodation to participants of conferences and professional events. The University shall notify the Student at least 30 days before the exact date. The University/Manager – if required – shall provide for adequate storage facilities for the Student's personal items.

- 6.9. Any conversion of the rooms is allowed to be carried out only with the written consent of the University/Manager.
- 6.10. For the duration of any renovation of the student residence the University shall provide for the temporary accommodation of the student by offering another student accommodation. If the Student does not accept the room designated by the University, (s)he shall provide for his/her own temporary accommodation at his/her own expense for the duration of the renovation. The University does not compensate for the Student's additional costs arising out of the refusal. The Student shall not hinder the renovation by refusing the replacement offered by the University.

## **7. COMPENSATION RULES**

- 7.1. In accordance with the Act CCIV of 2011 on national higher education and the University Student Requirements, the Student shall be liable for damages caused unlawfully to the furnishing, building, equipment and accessories of the University student residence.
- 7.2. For involuntary damages the Student shall be liable up to the fifty per cent of the monthly amount of the lowest obligatory remuneration (minimum wage) applying on the day of the damage. In the case of intentional damage the Student shall be liable for the whole amount of the damage.
- 7.3. When moving in the Student shall take over the room accessories, equipment, furnishings in accordance with the room inventory checklist. With the proof of receipt (s)he shall undertake liability for the deficit and damage caused in the items overtaken with the responsibility of return or full compensation. The Student shall be exempted from liability if the deficit is due to an unavoidable cause.
- 7.4. If the damage is caused by several people together they shall be liable for the damage in proportion of their blame. If the ratio of the blame could not be established they are liable for the damage in equal proportion.
- 7.5. The compensation for the damage caused during the living-in shall be paid without delay immediately after the compensation procedure carried out.
- 7.6. The detailed rules for the payment of compensation are included in the Student Requirements.
- 7.7. The Student shall immediately notify the eventual deficit, faults, corruption or damage of the room and its accessories to the competent employee of the University/Management.
- 7.8. The Student Residence shall be liable for the loss or damage of the Student's personal items only if the Student has exercised due care and attention to protect his/her personal items. To this end the Student shall keep the door of the room locked in his/her absence.

## **8. THE TERMINATION OF THE AGREEMENT AND MOVING OUT**

- 8.1. The agreement shall be terminated:
  - 8.1.1. after the time specified in the agreement;
  - 8.1.2. after the student's legal relation terminates.
- 8.2. The agreement can be terminated:
  - 8.2.1. at ordinary notice;
  - 8.2.2. at extraordinary notice.
- 8.3. The termination of the agreement is only valid in writing.
- 8.4. Only the student shall be entitled to terminate the agreement at an ordinary notice – with regard to its fixed duration – only in justified cases (e.g., the student's health status, changes in the family conditions) at a thirty (30) days' notice. The residence fee shall also be paid for the duration of the notice period.
- 8.5. The agreement can be terminated at an extraordinary notice if the other Party is deliberately in breach of the agreement, the GTC, the law or the rules and regulations or as a result of serious negligence or in case of disorderly conduct which makes impossible to maintain the legal relation.
- 8.6. Reasons for an extraordinary notice given by the University shall be deemed in particular, if the Student:
  - 8.6.1. causes damage intentionally or negligently and refuses to pay the compensation, or having acknowledged his/her liability (s)he fails to pay the compensation without any good reason.
  - 8.6.2. carries out any conversion of the student residence buildings or equipment without the permission of the University/Manager and does not restore the original state at his/her own expense upon request;
  - 8.6.3. (s)he is in breach of the fire, work and safety regulations applied for the Student residence and the official public health (in particular those concerning smoking), as well as of the instructions for the use of the Internet Network;
  - 8.6.4. allows a person not residing in the Student residence to occupy his/her or a third person's bed;
  - 8.6.5. becomes unfit for living in community due to health reasons;
  - 8.6.6. changes rooms without the permission of the representative of the University;
  - 8.6.7. (s)he is in breach of the rules laid down in the Student residence policy in respect of receiving guests;
  - 8.6.8. fails to fulfil his/her obligation to pay the residence fee in spite of notice and before the deadline given in the notice;
  - 8.6.9. is in breach of the conduct policy;

- 8.6.10. has a conduct which is incompatible with the standards of communal cohabitation, or which interferes to a significant extent with the peace of mind of other residents.
- 8.7. From the early termination no appeal shall lie.
- 8.8. The early termination shall not be preceded by an extraordinary notice, the party may terminate the agreement from the moment of disclosure.
- 8.9. In the event of early termination the Special Committee of the University (the SCU, that is ESZÖB) may terminate the agreement with a notice at least fifteen (15) days before the last day of the month following the termination. In the event of disorderly conduct risking life, safety and the state of the Diákotthon, the period of notice is fifteen (15) days.
- 8.10. In the event of early termination the Student shall pay all his/her arrears immediately but not later than the date on which (s)he moves out. If the student does not pay his/her debts upon leaving the student residence, the University will pursue the recovery of the debt by legal means.
- 8.11. For the Student an extraordinary reason shall be deemed to be in particular if the student residence does not provide the basic services defined in the this GTC.
- 8.12. Should the Student deserve extraordinary fairness, (s)he is entitled to submit extraordinary notice with reason to the campus' residence coordinator. The period of notice is fifteen (15) days and shall be addressed to ESZÖB.
- 8.13. Upon the termination of the Agreement, an obligation of account shall be borne by the Student in regard of the room and its accessories.
- 8.14. Upon the termination of the Agreement for any reason the Student shall account for the inventory objects received with the room and shall take all his/her possessions from the room. If the legal relation of all the residents of the room ceases, the room shall be transferred clean. For the cleaning of the rooms not transferred in accordance with the above requirements each resident using the room shall pay a charge defined in the Student Requirements.

## **9. FINAL PROVISIONS**

- 9.1. The Parties agree that depending on the value of the subject-matter the Civil Court of First Instance of the seat of the Student residence or the General Court of Eger will have exclusive jurisdiction to adjudicate any dispute or claim which arise under or in connection with this Agreement an which cannot be amicably resolved within 30 days of the receipt of the peaceful settlement of a written offer by either party.
- 9.2. To any issues not included or not set out in sufficient detail in the Student Residence Agreement and the present GTC, the Hungarian law, in particular the higher education legislation in force, the rules and regulations of the University, the Act V of 2013 of the Civil Code, as well as the provisions of the Act LXXVIII of 1993 on the renting of dwellings and premises shall apply.

Eger, 23<sup>rd</sup> August 2016

Dr. Kálmán Liptai  
Provisional Head of Institution

Péter Lengyel  
Chancellor