GENERAL TERMS AND CONDITIONS
of the University of Pannonia
for Orders for occasional rentals

1. Purpose of the General Terms and Conditions:

The purpose of these General Terms and Conditions (hereinafter referred to as "GTC") is to set out the contractual terms and conditions applicable to occasional rentals of real estate between the University of Pannonia (hereinafter referred to as the "University" or "Lessor") and its contractual partner (hereinafter referred to as "Lessee").

2. Scope of the GTC

The scope of this GTC extends to occasional rentals between Lessee and Lessor based on an ad hoc Order, relating to the use of the available free capacity for a predetermined period (days, hours), taking into account the timetable and the event calendar, to which the Parties agree to apply the provisions of this GTC. The express acceptance of the GTC by the Parties shall be effected when they sign and confirm the Order containing a declaration to that effect.

3. Establishment of the tenancy

3.1. Based on Lessee's inquiry, the University's quotation becomes an individual order and a tenancy upon Lessee's acceptance and signature of the quotation.

4. Rights and obligations of the Parties:

4.1. In the event of an occasional tenancy, Lessor undertakes to make the Rental Property available to Lessee on the date specified in the Order (hereinafter referred to as the "Order") in a condition suitable for its intended use, furnished as required, clean, and then to tidy up and clean the Rental Property after the event.

4.2. Lessor warrants that, for the entire duration of the tenancy, no third party has any right to the Rental Property which would restrict or hinder Lessee's right to rent.

4.3. Lessor agrees that Lessee may bring into the Rental Property and use any technical device, equipment and decoration necessary for achieving the purpose of the rental during the term of the tenancy, provided that the equipment and condition of the Rental Property are not damaged or harmed.

4.4. Lessor does not provide any staff (technical or on-call) that may be necessary for Lessee's activities to be carried out in the rented area in the Rental Property.

4.6. Lessee is entitled to take over the Rental Property for use at the time and for the purpose set out in the Order and to use the Rental Property for the purpose for which it is rented during the term of the tenancy, and shall return it to Lessor at the end of the rental period in the condition in which it was originally taken over.

4.7. If Lessee fails to pay the rental fee by the payment date indicated on the invoice issued by Lessor and within the additional five days set by Lessor in Lessor's written payment due notice, Lessor will charge Lessee default interest at twice the current base rate of the National Bank of Hungary.

4.8. Lessee declares that Lessee is aware of the fire, environmental, security, occupational health and safety and epidemiological regulations applicable to the Rental Property and is responsible for complying with them. The current versions of the Fire Safety Policy, the Occupational Safety and Health Regulation and the Regulations on Security Services and Property Protection are available on the University's website (https://uni-pannon.hu/szabalyzatok). Any other regulations applicable to the Rental Property and the person responsible for Lessee's compliance with the safety regulations shall be specified by the Parties in the Order.

4.9. Lessee acknowledges that smoking is permitted in the territory of the University only in open-air smoking areas (outdoors) marked with a corresponding sign. Lessee shall ensure in connection with the tenancy that the participants comply with the relevant provisions of Act XLII of 1999 on the Protection of Non-Smokers and on Certain Rules for the Consumption and Distribution of Tobacco Products. The person responsible for compliance with such provisions on the part of Lessee shall be specified in the Order.

4.10. Lessee undertakes to inform the Hungarian Bureau for the Protection of Authors' Rights of any performance subject to the protection of authors' rights and to bear the financial costs thereof.

4.11. Lessee is responsible and obliged to obtain any official permits required for the activities carried out in the Rental Property and to comply with any reporting obligations. Lessee is responsible for any costs and fees incurred in connection with the foregoing and the tenancy. Lessee undertakes to comply with all the official regulations relating to the use of the Rental Property.

4.12. Lessor shall not be liable for any material loss or damage (theft, damage) to property placed in the rented area by Lessee or the visitors of the event covered by the rental or in the course of the activity. Lessee acknowledges Lessee's liability to pay compensation in the event of accidental or intentional damage caused to Lessor for the entire duration of the tenancy. In the event of damage, Lessee is obliged to compensate Lessor in full for all damage or to restore the condition of the Rental Property to that which existed before the damage occurred.

4.13. Lessee may not transfer the right to rent the Rental Property – not even in part, and may not carry out any alterations to the Rental Property.

4.14. Lessee declares that Lessee qualifies as a transparent organisation pursuant to Section (1) of Article 3 of Act CXCVI of 2011 on National Property. Lessee undertakes to inform Lessor immediately in the event of any change. Lessee acknowledges that Lessor may terminate the tenancy with immediate effect in the event of a false declaration.

5. Payment of the rental fee

5.1. Lessee shall pay the rent for the rental indicated in the Order on the basis of the rental fees indicated therein.

5.2. Lessor shall issue the invoice with Lessee designated as customer, based on the tax number or, in the case of an individual, the tax identification number indicated in the Order. Lessor is not obliged to accept any change in Lessee's identity after the confirmation of the Order. In the event of a discrepancy between Lessee's name and the tax number indicated in the Order, Lessor shall consider the tax number/tax identification number as a reference point for the purpose of identifying Lessee's details.

5.3. Lessor, on the basis of the report made to the National Tax and Customs Authority pursuant to paragraph b) of Section (1) of Article 88 and Section (4) of Article 88 of Act CXXVII of 2007 on Value Added Tax, shall be liable to pay value added tax on the supply of services in the form of letting out or leasing real estate (parts of real estate) not classified as residential real estate, which means that Lessor shall charge a tax rate of 27% on the tax base.

5.4. Lessee shall pay the rent in accordance with the schedule set out in the Order by transfer to Lessor's bank account no. 10300002-10802153-00014904 within the 15-day payment deadline indicated on the invoice. Lessor does not accept cash payments.

5.5. Lessor stipulates that the rental fee includes the cost of the toilets and the services used in connection with the use of the Rental Property, as well as the cost of waste disposal and the cleaning of the Rental Property.

5.6. In the event of late payment, Lessee shall be obliged to pay default interest pursuant to Section (1) of Article 6:155 of the Civil Code, in addition to the rent failed to be paid, at the same time as the rent is due.

6. Other provisions

6.1. The tenancy is concluded for a fixed term as set out in the Order and shall automatically terminate without further action upon its expiry. The provisions of the tenancy on the payment of the rent shall remain in force until the payment of the rent.

6.2. The Parties agree that Lessee may cancel the Order free of charge up to 3 (three) working days before the start of the rental period, and in case of cancellation after this period, Lessee shall be obliged to pay the full rental fee.

6.3. The Parties agree that in the event of serious breach of contract, either Party shall be entitled to terminate the tenancy with immediate effect. Serious breach of contract shall be deemed to have occurred in particular if Lessee fails to use the Rental Property as intended.

6.4. In matters not regulated in this GTC, Act V of 2013 on the Civil Code and other applicable legislation, in particular the relevant provisions of Act LXXVIII of 1993 on Certain Rules Related to the Lease and Disposal of Flats and Premises shall apply. The Parties may, by mutual agreement, derogate from the provisions of this GTC ***by including such derogation in the Order or in a separate contract***.

6.5. The Parties undertake to act in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) (GDPR) and the applicable national legal provisions when processing the personal data required for the establishment and implementation of the tenancy and included in the Order.

6.6. Any disputes arising from the tenancy shall be settled between the Parties in an amicable way, primarily through negotiations. If it proves to be unsuccessful, the Parties submit to the exclusive jurisdiction of the Veszprém Regional Court or the Veszprém District Court, depending on the value at dispute.

Closing provisions

This GTC shall apply from 1st January 2025.
This GTC forms an integral part of Orders made for occasional rental.
This GTC is available for download on the University's website, under the menu ‘Basic Documents and Public Data/Regulations’.

Dated at Veszprém, on 28th November 2024

Dr. János Abonyi
Rector

Zsolt Csillag
Chancellor

University of Pannonia