
GENERAL TERMS AND CONDITIONS

JUTAKI Kft. - Hungary Expert for Teachers and Students	
Official seat:	2040 Budaörs, Kisfaludy utca 18., Hungary
Registration number:	13-09-228818
Registering Court:	Company Court of the Budapest Environs Regional Court
Tax number:	32346497-2-13
VAT:	HU32346497
Represented by:	Krisztina Júlia Véghné Juhász managing director
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Web:	https://courses-erasmus.eu/
Address:	2040 Budaörs, Kisfaludy utca 18., Hungary

PREAMBLE

JUTAKI Kft. – Hungary Expert for Teachers and Students, as the Service Provider (hereinafter referred to as the “Service Provider”), sets forth the following in these General Terms and Conditions (hereinafter referred to as “**GTC**”):

I. PARTICIPATION IN PROGRAMS

The Service Provider, via its ERP system, allows students, partners, educators, and project participants to register through a link available on any of the Service Provider's websites [www.hungary-expert.com, www.tanartovabbkepzes.hu; hereinafter referred to as “Website”], and upon registration, users and customers visiting the Website may participate in the following programs (hereinafter referred to as “Programs”):

- Teacher and student mobility programs implemented or to be implemented within the Erasmus 2021–27 KA1 public education projects;
- Erasmus+ Student Mobility, i.e., KA2 project;
- In-house training projects of the Erasmus and Hungary Expert Travel Agency.

A separate AGREEMENT will be concluded with the Partners implementing the training programs within the framework of cooperation.

II. TRAVEL AGENCY SERVICES

JUTAKI Kft. – Hungary Expert Travel Agency, as a travel intermediary (registered office: 2040 Budaörs, Kisfaludy utca 18., registration number: U-000611, tax number: 32346497-2-13, email: info@hungary-expert.com, websites: www.hungary-expert.com, www.tanartovabbkepzes.hu, www.nyelvrepalyazok.hu), provides mediated travel services that are governed by the provisions of Government Decree 472/2017 (XII. 28.) on contracts for travel packages and linked travel arrangements, and by Act V of 2013 on the Civil Code (Ptk.).

PARTICIPATION IN ERASMUS PROGRAMS AND IN-HOUSE TRAINING COURSES OF THE SERVICE PROVIDER

1. Subject of Service, Conditions of Participation

Only Users who register via the ERP system through a link available on the Website and thereby become a Client of the Service Provider (hereinafter referred to as the “Client”), and who accept these GTC and acknowledge the Privacy Policy, are eligible to participate in the Programs.

The Website lists available subsidies related to the services or products offered to the User, with detailed descriptions available under each program. Following registration, the User may access the subsidies and the Programs.

The Service Provider declares that detailed descriptions of the services are found in the specific Partner service descriptions or within the program details. Therefore, the User must review the accurate description and terms of the service before selecting any related discount and using the service.

The Service Provider – except in the case of Hungary Expert Travel Agency’s own training courses – assumes no responsibility for incorrect information on the Website, as such information is provided by the Partners.

Services may only be used by adults, i.e., individuals over the age of 18, who explicitly accept the provisions of these GTC and the Privacy Policy.

2. Registration, Correction of Data Entry Errors

Users must register in the ERP system to become Clients. During registration, the User must provide accurate and truthful information. The Service Provider assumes no liability for incorrect or inaccurate data entered, and the User bears full responsibility for any damage arising from such errors. The Service Provider reserves the right to delete any registered User who violates the provisions of these GTC.

During registration, the User receives a username and password, which must be kept confidential.

The User acknowledges that providing an incorrect email address results in the failure to receive a confirmation email, in which case no valid contract is concluded between the parties.

3. Intellectual Property Rights

The entire content of the Website, including its texts, visual elements, and layout, is the property of the Service Provider. All documents provided by the Service Provider to the Clients are protected by copyright held by the Service Provider and/or its Partners. This includes the full content of the documents, their graphical elements, any guidance, practices, or information shared during the service, as well as the texts of the documents, which are protected by copyright and form part of the intellectual know-how of the Service Provider.

4. Warranty and Limitation of Liability

The User/Client acknowledges that the purpose of the Services is to support participation in the programs. The Service Provider does not guarantee the accuracy, availability, or delivery of project program offers collected from its Partners.

The User/Client further acknowledges that the programs displayed on the Website are for personal use only and may not be used for commercial purposes.

The User/Client agrees not to make any claims against the Service Provider in connection with the programs, their implementation or lack thereof, or any consequences arising from them—except for the Service Provider's own training programs.

5. Online Orders / Use of Funded and Non-Funded Self-Financed Trainings and Programs

The Client selects the desired service and places it in the shopping cart, then finalizes the order. Before final confirmation, the Client can review and verify all order details. The Service Provider sends an acknowledgment of receipt via email, which serves as an order confirmation and constitutes acceptance of the order by the Service Provider. The prices listed on the Website and provided by the Service Provider are considered offers.

For free, funded programs, the Client has no payment obligation toward the Service Provider.

The contract between the parties is concluded upon finalization of the order. According to Government Decree 45/2014 (II.26.) on detailed rules for contracts between consumers and businesses (hereinafter: "Gov. Decree"), the resulting agreement qualifies as an off-premises, Hungarian-language contract for the provision of services. Based on the Client's acceptance, an obligation to pay arises only if a separate order for a paid service is placed, and the Service Provider is obliged to fulfill the ordered program.

The Service Provider reserves the right to change or cancel programs, particularly in the event of insufficient participant numbers, in which case advertised trainings or programs may be postponed or canceled.

6. Payment Terms

The Client acknowledges that by placing and finalizing an order for non-free, non-funded, self-financed training programs, a payment obligation arises, based on the issued invoice.

Payment must be made via bank transfer to the bank account specified on the invoice, including the invoice number in the transfer message.

The Service Provider will send the invoice electronically to the email address provided by the Client. By accepting these GTC, the Client explicitly consents to receiving the invoice electronically.

7. Client Information Regarding the Right of Withdrawal/Termination

Right of Withdrawal – applicable to training services only

The 14-day right of withdrawal governed by this section applies solely to training services and does not apply to travel agency services. Terms of withdrawal and cancellation related to travel arrangements are detailed in Section 15 of these GTC.

Right of Withdrawal under Government Decree 45/2014 (II. 26.), Section 20

According to Section 20 of Government Decree 45/2014 (II. 26.), the Client has the right to withdraw from the training service within 14 calendar days without providing any reason. This right can be exercised only if the provision of the service has not commenced before the end of the 14-day period.

The Service Provider hereby informs the Client that, in the case of training services, the service will begin at the explicit request of the Client prior to the expiry of the 14-day withdrawal period if the training start date falls within 30 days of registration. In such cases, the Client loses the right of withdrawal under

the applicable law and is not entitled to a refund, even if the withdrawal request is submitted before the start of the training.

Therefore, the Service Provider can only guarantee the 14-day withdrawal right without justification if the training start date is more than 30 days from the date of registration.

The Client acknowledges that after the service has been fully performed, the right of withdrawal may no longer be exercised in any form.

The Client may exercise the right of withdrawal using the Withdrawal/Termination Form attached as Annex 1 to these GTC.

Right of Termination

The Client has the right to terminate the agreement governed by these GTC within 14 days from the date of contract conclusion.

In the event of termination, the agreement is considered terminated on the date the termination notice is communicated. If the Client exercises the right of termination, the Service Provider shall refund the value of any services not yet provided immediately, but no later than within 14 days.

The refund must be made using the same payment method used for the original transaction, unless the Client has expressly agreed to another method. The Client shall not bear any additional costs resulting from the refund.

If the Client wishes to exercise the right of withdrawal or termination, they must send a clear statement of this intent either by post or via email to the following address:

Postal address: 2040 Budaörs, Kisfaludy utca 18., Hungary

Email: info@hungary-expert.com

TRAVEL INTERMEDIARY SERVICES

9. Subject of the Service

Hungary Expert Travel Agency (hereinafter: the “**Travel Intermediary**”) acts as a travel intermediary, meaning that it facilitates travel offers between travel organizers and interested individuals. The travel contract is thus concluded between the two parties: the travel organizer (hereinafter: the “**Tour Operator**”) and the traveler (hereinafter: the “**Traveler**”).

When ordering a travel service, the Traveler always enters into a contractual relationship directly with the Tour Operator, who is solely responsible for the provision of the service.

The Traveler may receive offers via the website operated by the Travel Intermediary, via email, or through the agency’s official Facebook page.

The offer is sent in writing by the Travel Intermediary to the requester. Upon acceptance, the contract is concluded by sending the signed agreement back to the Travel Intermediary and by paying the deposit or full participation fee in cash or via bank transfer.

The Order Form / Travel Intermediary Agreement between the Travel Intermediary and the Traveler includes the following: personal details of the Traveler(s), destination, accommodation location and type, dates of departure and return, mode of transportation, information regarding meals, additional optional services, the total participation fee, and any extra charges (e.g. taxes, fees, optional services).

10. Payment Terms

The participation fee includes the itemized prices of the individual services listed in the travel intermediary agreement. The Travel Intermediary informs the Traveler that under Act CXXVII of 2007 on Value Added Tax, a 27% VAT will be charged on the total amount (including participation fee, taxes, surcharges, and mandatory fees) if the Traveler does not request the invoice to be issued in their own name and is not purchasing the travel as a final consumer.

The final amount of the participation fee is determined at the time of contract signing. The fee is based on the services used, not the number of days. The departure and return dates do not necessarily count as full days, and changes in schedule or delays do not entitle the Traveler to a price reduction or compensation.

When ordering a service, the Traveler must pay a deposit, which is 50% of the total participation fee. This condition may vary if a different payment policy is stipulated by the Tour Operator or airline.

The total participation fee based on the travel contract may be requested by the Travel Intermediary no earlier than 30 days before departure, unless the Tour Operator or airline agreement requires earlier payment.

If the Travel Intermediary Agreement is signed within 30 days of the departure date, the Traveler must pay the full participation fee at the time of signing the order.

If the Traveler fails to pay the full participation fee by the deadline, the Tour Operator may withdraw from the contract. In this case, the Traveler is obligated to compensate the Tour Operator for any damages in accordance with the applicable cancellation policy.

11. Liability

The Traveler is solely responsible for the accuracy and authenticity of the information provided in the Travel Intermediary Agreement. If the trip is booked by a third party on behalf of the Traveler, the Travel Intermediary is not required to verify whether the third party is authorized to act on the Traveler's behalf or whether the information provided is accurate.

All obligations and liabilities of the Traveler are assumed by the third party (the "Orderer") contracting on the Traveler's behalf, who also signs the travel agreement. However, the rights granted under the agreement belong to the Traveler. The Traveler acknowledges the Travel Intermediary Agreement as binding.

12. Conditions for Modifications

In the case of any modification initiated by the Traveler (e.g., name change, hotel change, change of travel dates), a modification fee determined by the service provider and the Travel Intermediary must be paid. For scheduled airline travel, any changes to flight tickets are only possible according to the airline's regulations and applicable fees.

13. Traveler's Rights and Obligations

The Traveler is obliged to pay the participation fee as communicated by the Travel Intermediary and to accept all written and verbal information regarding the trip.

If the Traveler cancels or fails to use a prepaid service, they are not entitled to any compensation.

The Traveler must comply with the applicable entry regulations of the destination country (e.g., passport validity). If the Traveler is excluded from travel due to their own fault, they are not entitled to a refund or compensation.

The Traveler is responsible for possessing all necessary travel documents (passport/ID, address card, visa) and for ensuring the minimum daily currency allowance required for the stay in the destination country. The Traveler must also fulfill all health requirements prior to departure. No claims can be made against the Travel Intermediary for damages resulting from missing documents or failure to comply with customs, currency, or health regulations.

14. Travel Intermediary's Rights and Obligations

The Tour Operator is responsible for fulfilling the services stipulated in the Travel Intermediary Agreement.

The Travel Intermediary is not liable for any issues arising from unforeseen events or errors caused by airlines, including but not limited to flight cancellations, delays, strikes, schedule changes, overbookings, or force majeure events.

15. Cancellation Policy

The Traveler has the right to withdraw from the contract before the start of the trip by submitting a written statement. In case of cancellation, the Travel Intermediary charges an administrative fee of HUF 20,000 per booking.

Under this agreement, the Travel Intermediary solely provides intermediary services. The contract regarding travel services is concluded directly between the Traveler and the Tour Operator. The general terms and conditions (GTC) of the Tour Operator govern cancellation, modification, and withdrawal rights.

The Traveler may submit the withdrawal statement through the Travel Intermediary, but cancellation is only considered legally effective if the Tour Operator receives written notice in due time.

The Travel Intermediary is only entitled to charge the administrative fee related to its intermediary services. Refunds of the travel fee and assessment of cancellation penalties fall exclusively under the authority of the Tour Operator, in accordance with their business policy.

16. Defective Performance

In the event of defective performance of a service included in the Travel Agreement, the Traveler must immediately file a written complaint report on site. This report must be submitted to the Travel Intermediary within 48 hours after the end of the trip. The Travel Intermediary is unable to accept complaints submitted afterward.

The Travel Intermediary must forward timely complaints to the Tour Operator.

The Travel Intermediary is not liable for the defective performance of optional programs booked and paid for on-site by the Traveler.

17. Other Provisions

By signing the Travel Intermediary Agreement, the Traveler consents to the storage, processing, and transfer of their personal data provided in connection with the performance of the Travel Agreement by

the Travel Intermediary to parties involved in providing the services. Information on data subjects' rights is available in the Privacy Policy published on the Travel Intermediary's website.

OTHER PROVISIONS

18. Data Protection

The Client declares that they have read and accept the Privacy Policy, along with these General Terms and Conditions.

19. Modification of the GTC

The Service Provider reserves the right to amend these GTC at any time. Any modification becomes effective upon publication on the Website.

20. Complaint Handling

The User/Client may submit any consumer complaints regarding the product or the activities of the Service Provider to the Service Provider or the authority indicated in this section of the GTC.

The Service Provider shall respond to the complaint within 31 days.

The Client may also turn to the Budapest Conciliation Board for further assistance:

Address: 1016 Budapest, Krisztina körút 99.

Phone: +36 (1) 488-2131

Fax: +36 (1) 488-2186

Chair: Dr. György Baranovszky

Email: bekelteto.testulet@bkik.hu

21. Miscellaneous Provisions

These GTC shall enter into force and be effective from November 5, 2024.

The contracting parties agree to settle disputes amicably. In the absence of an agreement, the parties stipulate the exclusive jurisdiction of the Central District Court of Pest.

Annex 1

Sample Withdrawal/Cancellation Statement

(Applicable only to training services, and only if the start date of the training is at least 30 days after the date of registration – fill out and return this form only if you wish to withdraw from or cancel the contract.)

JUTAKI Kft. - Hungary Expert for Teachers and Students	
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Tax number:	32346497-2-13
VAT:	HU32346497
Represented by:	Krisztina Júlia Véghné Juhász managing director
E-mail:	info@hungary-expert.com
Web:	https://courses-erasmus.eu/
Address:	2040 Budaörs, Kisfaludy utca 18., Hungary

****Please underline the appropriate option***

I/We, the undersigned, hereby declare that I/we exercise my/our right of withdrawal/cancellation regarding the contract for the purchase of the following product(s) or provision of the following service(s):

.....

Date of contract conclusion / date of receipt:

.....

Name(s) of consumer(s):

.....

Address of consumer(s):

.....

Please refund the purchase price to the following bank account

(fill in only if you wish the refund to be made via bank transfer):

.....

Signature (only required if this form is submitted in hard copy):

.....

Information Provided by the Service Provider (pursuant to section 7 of the GTC):

Right of Withdrawal:

Based on the Service Provider's information, I am entitled to withdraw from the contract without providing any reason within 14 days. In the event of withdrawal, the contract shall be deemed terminated retroactively as of the date of its conclusion. The deadline for exercising the right of withdrawal is 14 days from the conclusion of the contract. In case of withdrawal, the paid amount will be refunded to me without delay, but no later than within 14 days.

Right of Cancellation:

Based on the Service Provider's information, I am entitled to cancel the contract within 14 days from the date of conclusion. In the event of cancellation, the contract is terminated as of the date the cancellation notice is received. In case of cancellation, the purchase price will be refunded to me without delay, but no later than within 14 days.

The refund will be made using the same payment method as used for the original transaction, unless I have expressly agreed to a different method. I acknowledge that I shall not incur any additional costs as a result of the refund.

If I wish to exercise my right of withdrawal or cancellation, I must send a clear written statement of my intention to the above address by post or electronic mail.

Signature:

.....

Date:

....., 20..... (year) (month) (day)