

# GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE BILINGUAL.HU ENGLISH-HUNGARIAN BILINGUAL HIGH SCHOOL EDUCATION PROGRAM

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Effective as of July 1<sup>st</sup>, 2018

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1. The General Terms and Conditions (GTC) is an integral part of the Contract of Services between **Szólótó Kétnyelvű Oktatási Nonprofit Kft. (Szólótó Bilingual Educational Nonprofit Ltd.)** as commissioner (hereinafter **Provider** or **Non-profit Ltd.**) and the parent or the custodian responsible for the child, or the cost bearer appointed by them (hereinafter **Custodian** or **Client**).

## **I. The Bilingual.hu English-Hungarian Bilingual Education Program**

2. The Provider is the exclusive copyright owner of the bilingual education program developed by the Szóllóttó Kétnyelvű Oktatási Alapítvány (Szóllóttó Bilingual Educational Foundation). The program was phased in year by year starting in kindergarten in 2001 with the aim of realizing an education plan that provides students with a practical command of a language that is rooted in everyday life through facilitating bilingual education by providing teachers who are native speakers of English or balanced bilinguals during kindergarten and school education. The Foundation – performing the tasks of the Bilingual Educational Science Section of the Society of Modern Philology of the Hungarian Academy of Sciences – helped the cause of bilingual education by compiling an international syllabus that combines the national curriculum of different countries with the British National Curriculum.
3. The Provider purchased the program of the Foundation for exclusive utilization and further development with the aim of realizing bilingual education in Hungarian educational institutions by providing teachers who are native speakers of English or balanced bilinguals, according to what is stated in this contract.
4. The main objective of the further development of the program is the modernization of the methods of teaching in bilingual pairs supported by educational auxiliary materials primarily in the fields of comprehension and applied mathematics also tested by PISA.

## **II. The values and organizational framework of the Provider**

5. Our philosophy: We believe first and foremost in a bilingual learning environment based on a bilingual family model wherein students live, learn and acquire both languages and both cultures simultaneously. In a bilingual learning environment children live and learn both languages and cultures simultaneously. Moreover, we see teaching and learning as a cooperative enterprise – grounded in CLIL/ESL1 methodology – in which students and teachers work together to build an age-appropriate, enjoyable, and interactive learning environment.
6. Our vision: To bring our students to a near-native level of English.
7. Our mission statement: We are committed to cultivating a challenging and stimulating bilingual learning environment, fostering in our students a passion for learning and creative thinking, and ultimately forging a multitude of future opportunities for our children.
8. The Provider carries out its activity as a non-profit company and serves the Bilingual.hu English-Hungarian Education Program by devoting all income from its activity to education and the further development of the program.
9. The Provider undertakes that it shall operate in a transparent manner, serving the common goal; in the interest of co-operation and efficiency the administration of the Provider shall be supervised by the Supervisory Board, which consists primarily of parents. The tasks of the Supervisory Board are the supervision of the management's work, the anticipation of strategic decisions, and adjudication to settle potential issues covering a significant part of teaching.
10. The Supervisory Board shall monitor the observance of the non-profit aspect with extraordinary care.
11. The Supervisory Board shall adjudicate in the interest of the long-term sustainability and growth of the non-profit company. Therefore – besides administrative issues – it devotes special attention to the sustainability of the quality and price-to-value ratio of the program's educational services.
12. The members of the Supervisory Board are nominated by the manager of the Provider from among the voluntary Custodians, and are elected by the Assembly of Members of the Provider.

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1CLIL: Content and Language Integrated Learning

ESL: English as a Second Language

13. The task and scope of authority of the Supervisory Board are defined by the deed of association of the Provider and the regulations of the Supervisory Board.

### III. Partner institutions

14. The Bilingual.hu English-Hungarian Bilingual Education Program is primarily implemented in kindergartens and primary and secondary schools operating according to the Hungarian National Curriculum (henceforward partner institutions). The Provider operates the bilingual education program based on the accredited program of the Szőlőtő Bilingual Educational Foundation within the framework of the partnership agreement with partner institutions, and undertakes to continuously meet the accreditation terms.

#### Partner institutions\*:

- **Százszorszép Kindergarten, Budapest, 3<sup>rd</sup> District, 6 Reménység St.**
- **Színes Gyerekkert Kindergarten, Budapest, 3<sup>rd</sup> District, 6-8 Gelléri Andor Endre (Tégla) St.**
- **Krúdy Gyula English-Hungarian Bilingual Primary School, Budapest, 3<sup>rd</sup> District, 22-24 Gyógyszergyár St.**
- **Nagy László Primary School of Óbuda, Budapest, 3<sup>rd</sup> District, 15/B Váradi St.**
- **Széchenyi István Primary School, Budakeszi, 60 János Knáb St.**
- **Európa 2000 High School, Budapest, XIV. ker. Gizella St. 42 – 44.**

*\* the Nonprofit Kft reserves the right to change the scope of partner institutions*

15. The Provider publishes the detailed program, the requirements determined for each school year, and the methods for adapting the program to suit Hungarian requirements on the [bilingual.hu](http://bilingual.hu) website. The Provider provides teachers who are native speakers of English or balanced bilinguals as pedagogical assistants during school education who participate in classes as well as in extracurricular activities but the subjects' syllabi fundamentally follow the Hungarian National Curriculum in a way determined by the teachers of the partner institution.
16. With regard to teaching and education the Provider cooperates closely with the Hungarian-speaking teachers of partner institutions so that the bilingual kindergarten / primary school education program can be realized with optimal cooperation and efficiency, and Hungarian and Anglo-Saxon educational methods can be harmonized.
17. The Custodian notes that teaching-learning is a two-sided task, and its success depends just as much on the student and the parent as on the teacher; therefore the Provider does not guarantee the achievement of the students in any way.
18. Regarding term days (holidays, events, rest days) the English program shall adjust to the operational rules of the partner institution.
19. The Provider is obligated to implement group education in groups and classes where the number of students paid for reaches 12. In case of classes where the number of students is less than 12, the Bilingual.hu educational program may be offered based on special agreement with the partner institution.

#### **IV. The tasks and responsibilities of the Provider**

20. The Provider commits itself to providing the presence of teachers who are native speakers of English or balanced bilinguals during school education as pedagogical assistants who participate in classes as well as in extracurricular activities. The teachers who are native speakers of English or balanced bilinguals hold a college degree, are entitled to teach based on the law of their home country, and comply with accreditation conditions. The Provider is committed to achieving the best possible standard of education by employing foreign teachers.
21. The Provider – according to its mission statement and philosophy – undertakes the English language training of children by providing the English part for the classes taught in pairs and – if necessary – by providing English language tutorials<sup>2</sup>.
22. The Provider undertakes to prepare students for the language examinations included in its education program, as well as to organize the language examinations, but successful participation depends on individual performance; therefore the Provider takes no responsibility for the examination results.
23. The Provider – at an extra fee and upon request – organizes preparatory courses to enter the program, or activities and camps for those studying in the program.
24. The Provider shall do its utmost to provide a replacement in case of the absence of the teacher who is a native speaker of English or balanced bilingual, which the Provider is entitled to do no more than once for a maximum of one month by employing a Hungarian teacher with a degree in English. The replacement is carried out according to the general replacement order of the program, and in extreme cases the unintended lack of teaching of English vocabulary shall be compensated for.
25. The Provider undertakes that it shall officially notify the Custodian in a complementary supplement of Hungarian school reports about the progress in the child's studies and – if the Provider deems it necessary – shall consult the Custodian by e-mail, or in person in a one-to-one conversation.
26. The Provider takes no responsibility for nor guarantees the services of the partner institution.

#### **V. The tasks and responsibilities of the Custodian**

27. The Custodian contributes to the English-language education being realized in a fee-paying form. The Custodian commits himself or herself to pay fees for the English-language training according to article VII of the GTC, "[Fees, financial conditions](#)". The fee does not include the prices of school-books/teaching aids, forest school, summer camp, weekend programs, examination fees and other events and special programs.
28. Custodians acknowledge and undertake that they bear joint responsibility for paying the fee, and that their child can only participate in the Bilingual.hu Program for the period for which remuneration is received.

2 Tutorial: tuition given to a small group of students (4-8 students) in which the native teacher of the Provider does remedial work or further consolidation with the children.

29. The Custodian undertakes to support the participation of the child in the bilingual education program, and help the integration of the child in the class and his or her relationship with the teachers who are native speakers of English or balanced bilinguals by following closely the letters sent by e-mail by the teachers and managers of the program. The Custodian undertakes that he or she shall handle accidental criticism according to article VI of the GTC, "[Quality assurance, notification, complaints, data management](#)", and shall not burden the child with it.
30. The Custodian commits itself to notify the Provider in writing about any changes recorded in the individual contract within eight days.
31. The Custodian undertakes to cooperate with the Provider, and shall not harm or jeopardize the reputation, the business interests, nor the general perception of the Provider – the perception of its products or services in particular – with his or her statements.
32. The Custodian is entitled to take part in parent-teacher meetings, one-to-one sessions with teachers and in teaching demonstrations. The Custodian undertakes that he or she shall participate on these occasions according to the Organizational and Operational Rules and the guidance of the Provider.

## **VI. Quality assurance, notifications, complaints, data management**

33. The Provider undertakes to regularly train its teachers who are native speakers of English or balanced bilinguals, to organize a class visit with a supervisor at least once a year, and to hold pedagogical trainings – if possible – with an internationally renowned foreign trainer. The Provider will inform parents about bigger training events in a newsletter.
34. The Custodian accepts that in order to increase the efficiency of teaching work the Provider shall carry out assessments of the child with the help of developmental teachers, psychologists and other professionals. The Provider shall only share the results with the Custodian or with people authorized by the Custodian.
35. The Custodian assents that the Provider makes video and audio recordings exclusively for the documentation of the achievements, and to present them in educational materials, web sites, and in films and information materials promoting the teaching method, for which the Custodian or the child are not entitled to receive royalties. The name and other personal identification data of the child can only and exclusively be used with the prior written consent of the Custodian. The Provider is not entitled to use the recordings for any other purpose, give them to a third party or make them available.
36. The Custodian is obliged to keep to the procedure regarding complaints about the activity of the Provider. If the Client has a problem with the services, he or she can get information from the coordinator of the commissioner about the competent person in the given problem. The Client can send his or her notifications and possible quality complaints in an e-mail to [prmanager@bilingual.hu](mailto:prmanager@bilingual.hu). The Provider is obliged to begin, based upon merits, to look into a complaint within 10 school days, and to notify the Custodian regarding such a complaint in an e-mail.
37. The Provider has 15 school days in which to investigate the reported complaint, although this term can be extended once by 15 school days, provided that the affected Custodian has been notified. After investigating the issue the Provider is entitled to notify other affected Custodians, in addition to the Custodian making the complaint.
38. If the Custodian is dissatisfied with the handling of his or her complaint, the Custodian is entitled to turn to the managing director of the Provider who has 10 school days to give an answer, based upon its merits, to the complaint.

39. If the Custodian did not receive a satisfactory answer to his or her complaint from the managing director either, and undertakes to act upon the decision of the Supervisory Board consisting primarily of parents, then he or she can present their specific objections to the Supervisory Board.
40. The complaint handling procedure does not entitle the Custodian to withhold the Fee.
41. The Provider treats the Custodian's and the child's personal information in accordance with the provisions of Law No. CXII of 2011 on the right to informational self-determination and freedom of information. The purpose of data processing, among others, is to allow the Controller to provide the documents to the conclusion and the fulfilment of this Contract, and to send information leaflets. Data management is in accordance with its purpose at all stages. By accepting the GTC, the Custodian consents freely and definitely to the management of his or her and the child's personal data by the Provider or further data managers.

## **VII. Fees, financial conditions**

42. The Client may choose from several methods of payment to pay the Fee, and he or she is obliged to select one such method in the individual contract according to Article 49 of the GTC. If the Client does not select a method of payment, then the annual payment in full shall be applied. If the Clients require an invoice showing VAT in the individual contract, then the Provider shall make out an invoice to the name of the Client termed "English school preparatory education" in the case of kindergarten services and "English elementary education" in the case of elementary school services. The Provider shall post the invoice to the addressee 10 days before the payment deadline. The Client acknowledges that the Provider cannot issue a tax certificate relating to the Fee.
43. The Provider shall issue an electronic invoice relating to the Fee, which upon the request of the Client can also be sent to the Client in hard copy, by mail.
44. The Client is obliged to pay the Fee into the bank account<sup>3</sup> of the Provider stated on the invoice by the stated payment deadline according to the payment method or within 15 days of the invoice being issued. The payment is considered fulfilled on the day that the amount is discharged into the bank account of the Provider. In case of late payment the Client is obliged to pay a late payment fee according to Article 55 of the GTC.
45. The Parties agree that the fee may increase each year by the year-on-year annual consumer price index in March, officially published by the statistical office. The change in fee shall be published by the Provider as a modification to the GTC.
46. The Fee can only be increased by a larger amount if this increase is a pre-condition for the continuation of the English language program, and the Provider verifies its necessity with a written report from the Supervisory Board. The Provider is obliged to announce the Fees for the upcoming school year by May 1 of each year as a modification to the GTC.
47. The Provider cannot lay claim to the Fee for that period of the academic year during which it does not provide a teacher who is a native speaker of English or a balanced bilingual- or a replacement as defined in Article 24 of the GTC – for at least five days. The refund due is usually provided by taking the amount into account at the time of the next Fee due date.

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<sup>3</sup>In the case of a change in its bank account number, the Provider is obliged without fail to notify the other contracting party; otherwise late payment cannot be held against the party obliged to pay, and the rules for late payment cannot be applied.

48. The Client acknowledges that the Fee cannot be reduced in the case of the absence of the child for any reason, including his or her illness, except when the illness of the child makes it impossible for the child to attend the institution.
49. The Fees to be paid, with the payment deadlines, are the following:

Method of payment		Amount	Payment deadline
A	Payment in full	HUF 695,000	June 10 of the preceding school year
B	Two installments per year	HUF 368,000	First installment: June 10 of the preceding school year; second installment: January 20
C	Four installments per year	HUF 195,000	First installment due by June 10 of the preceding school year, then September 10, December 10, March 10
D	Ten installments per year	HUF 78,000	From August until May, on the 10th of every month
E	Monthly automatic bank transfers	HUF 65,000	First payment due by June 10 of the preceding school year, then the 10th of every month

In the case of enrollment during the year or at a time out of the ordinary, the payment deadline is the deadline stated on the invoice issued according to invoicing rules following the signing of the contract, the 8<sup>th</sup> day after making out the invoice.

50. The Client choosing the monthly bank transfer (method "E" above) undertakes to send the credit transfer order to the Provider by June 10 of the preceding school year, and fulfill the first month's payment by June 10. The Client also undertakes that he or she will only and exclusively modify the bank transfer order in the case of prior written approval from the Provider.
51. In the case of a mid-year prorated settlement the entire year's Fee must be calculated for the nine school months. This amount will be the basis of the fee of the prorated portion. The unit for prorated settlement is the school month<sup>4</sup>. If the Client does not raise objections in writing within 15 calendar days of receiving the invoice, then he or she is obliged to pay the full amount of the invoice. If he or she raises objections, the Client must proceed according to Articles 36-39 of the GTC.
52. The payment frequency can be modified up to 20 days before the due date of the invoice for a given period. The Provider shall only be able to consider modification requests received after this date for the next invoice.



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<sup>4</sup>Example for the settlement of the repayment: in the case of a mid-year, January 20 renunciation, annual payment in full. The basis for settlement is the entire annual fee, i.e.,  $12 \times 65,000 = \text{HUF } 780,000$  - this is what we divide over the 9 school months, therefore the monthly money of account is  $780,000/9 = \text{HUF } 86,700$ . In the case of a January renunciation the Client participated in the service for 5 of the 9 months of the school year (September–January). Based upon that, the amount to be accounted for the 5 months is  $5 \times 86,700 = \text{HUF } 433,500$  HUF. Therefore, from the annual HUF 695,000 payment the refund is  $695,000 - 433,500 = \text{HUF } 261,500$ .

### A. Discount for siblings

53. The discount for siblings may be awarded if the first, full-fee child participates in the Bilingual.hu English-Hungarian Bilingual Educational Program during the entire school year, and the Client has fulfilled every contractual obligation.
54. Sibling fee:

	Method of payment	Amount	Payment deadline
A	Payment in full	HUF 535,000	June 10 of the preceding school year.
B	Two installments per year	HUF 285,000	First installment: June 10 of the preceding school year; second installment: January 20
C	Four installments per year	HUF 150,000	First installment due by June 10 of the preceding school year, then September 10, December 10, March 10.
D	Ten installments per year	HUF 60,000	From August until May, on the 10th of every month
E	Monthly, automatic bank transfers	HUF 50,000	First payment due by June 10 of the preceding school year, then the 10th of every month

### B. The consequences of non-payment or late payment

55. If the Client does not pay the Fee by the defined deadline, the Provider will charge interest for default. The 6:155. § (1) paragraph of the Civil Code is authoritative in the calculation of the interest for default. The Client expressly accepts the extent of the **interest for default** as appropriate. The interest for default shall be twice the current prime rate.
56. If the Client does not fulfil his or her payment obligations by the deadline, the Provider shall send a **dunning letter** to the Client with a payment deadline of 15 (fifteen) calendar days that does not affect the obligation to pay the interest for default. The Provider may **initiate conciliation** in the dunning letter to settle the obligation with the Client. If the new deadline set during conciliation is not met either, or if there is no conciliation or the conciliation is not

productive, then the Provider is entitled to commission a credit management company in order to vindicate the, by then, due payment obligation augmented with the **interest for default**, to enforce the claim in front of a competent Hungarian court with a scope of authority, and to **denounce the contract with immediate effect**. All the expenses related to the vindication of the claim must be covered by the Client.

57. If the Provider denounces the Contract with immediate effect, it does not affect the payment obligations of the Client that are due at this time. In the case of the renunciation of the contract with immediate effect, the Custodian pronouncedly engages himself or herself to **remove the child** from the contracted class/group **within 15 days** of receiving the renunciation, and provide for the education of the child in another class/group. If the Custodian breaches his/her obligation, then that qualifies as unauthorized requisition of the service, and the Client is obliged **to pay a service fee of HUF 10 000** to the Provider **for each day** spent in the contracted class/group for the unauthorized requisition of English-language educational services.

58. If the Client voluntarily fulfils his or her obligation for payment in the meantime, then on the first such occasion the Provider will desist from the renunciation of the contract and the collection of the daily fee for the service temporarily taken in an unauthorized manner, as defined in Article 57 of the GTC. If the non-payment occurs a second time, then the Provider is entitled to make out a bill for the additional expenses of the previous and the present settlement, in addition to the amount of default of payment.
59. A non-payment of more than 30 calendar days automatically entails the termination of allowances for the given school year. In this case the Provider is entitled to make out a bill for the allowances given since the beginning of the school year in a single amount that the Client is obliged to pay, with the entire arrears, within 30 calendar days.
60. The Custodian acknowledges and accepts that, in the event of non-payment for over 60 days, they lose their right to feedback by the Provider about the academic performance of the child (end-of-year video, end-of-year and mid-term assessment in English, parent-teacher conferences held by the teachers who are native speakers of English or balanced bilinguals, end-of-year Cambridge test).
61. By signing the individual contract the Custodian lays an irreversible charge on the Provider that, in the case of a non-payment of more than 60 days, or in case of antisocial behavior of the child so severe that he or she is given a warning or reprimand by the manager of the partner institution, the Provider shall – in cases where the Client has not yet done so – initiate in the name of the Custodian the transfer of the child to another class or learning group.

## **VIII. The scope and renunciation of the contract, general provisions**

62. The present Contract is for an indefinite term.
63. The contract is terminated:
  - When the child finishes his or her studies within the framework of the education program.
  - If the Provider decides on voluntary liquidation while immediately putting an end to its activities, or if the court makes a final decision for the Provider's liquidation or voluntary liquidation.
  - If the cooperation with the partner institution ends for any reason, and because of that the continuation of the English-language program becomes impossible in the partner institution, or in the given learning group the number of paid-for students drops below 12.
  - With the death of the Contractor or the child, or with such illness or disability that makes keeping the contract in force impossible.
64. The Client can end the present contract with ordinary termination without explanation, in writing in a receipted, registered letter to the Provider if the Client placed his or her child in another group/class that does not provide the services of the Provider. As long as the child of the Custodian attends a group/class of the Provider that offers bilingual education, the Client cannot denounce the contract.
65. The Provider may denounce the present contract with ordinary termination with effect at half-year or the end of the school year if the Client breached the contract in spite of several written warnings, and did not change his or her defaulting behavior.
66. The contract can be denounced with immediate effect if the management of the partner institution orders the removal of the child from the class/group. The Custodian undertakes that if his or her child displays serious antisocial behavior for which the manager of the partner institution gives a written warning or reprimand, the Custodian will remove his or her child in the interest of the other students. In this case the Fee shall be paid in a prorated manner for the period the Child participated in the training.

67. Either party may denounce present contract with immediate effect because of a serious violation of the contract by the other party. Serious violations of the contract include:
- a) If the Provider does not provide a teacher who is a native English speaker or balanced bilingual – or a replacement as defined in Article 24 of the GTC – for more than a month during a school year, and does not compensate for that either by extra classes or a discount in the fee.
  - b) It is a serious violation of the contract by the Client if – in spite of the written warning in a receipted letter – he or she is more than 60 days late with the payment of the Fee. The legal effects related to the conveyance of the receipted letter are in force within 5 days of registration even if the letter is returned because the Client breached his or her cooperation obligation with the marking "could not find/refused/moved to an unknown location/addressee unknown". (Code of Civil Procedure 99.§.)
  - c) The repeated violation of any one point of the contract is considered a serious breach of the contract if the offended party reminds the party breaching the contract of the violation on several occasions, and at least once in writing, but the party maintains this condition or repeats it, despite the warnings.
68. If the present contract is terminated because of a serious violation of contract by the Provider, then the Custodian is obliged to pay the Fee in a prorated manner until the day of the termination; the provider is obliged to pay back the accidental overpayment within 15 days of termination.
69. If the present contract is terminated because of a serious violation of the contract by the Client, then the Client is obliged to pay the Fee until the end of the given school year, and cannot lay claim to a refund. The Custodian also acknowledges that the Child cannot continue his or her studies in the class/group receiving the English program; furthermore, the Custodian authorizes the Provider to take advantage of the provisions of Article 60 of the GTC.
70. If the present contract is terminated during or before the first school year of the child in the Bilingual.hu training because of a reason that can be held against them, the Client is obliged to pay HUF155,000 of the fee as a penalty. The Provider is obliged to pay back to the Client the part of the already paid fee that exceeds the sum of the prorated fee calculated according to Article 51 or the penalty (the higher of the two) within 30 days.
71. In the case of the termination of the contract for any reason, or in any way, the Custodian is obliged to pull his or her child out of the Bilingual.hu Program immediately; otherwise he or she is obliged to pay the fee of the service defined in Article 57 of the GTC to the Provider as an unauthorized user of the service.

## **IX. The availability of the GTC, final provisions**

72. The General Terms and Conditions are available with every coordinator, at the sites of the Provider, and on the bilingual.hu portal.
73. Should the General Terms and Conditions change, the Provider shall send a notification in e-mail with justification included. The Provider ensures that the edited GTC is available at the usual places prior to its taking effect. The Client may file a complaint with the Supervisory Board consisting primarily of parents regarding the change in the GTC within 3 days of the notification.
74. There shall be an individual contract between the parties for the participation in the program.
75. The pre-condition for the individual contract is that the enrollment of the Student in the partner institution's class/group participating in the program is legally effective.
76. For all issues not regulated by the individual contract the provisions of the GTC must be applied. In issues where the individual contract regulates differently from the GTC, the provisions of the individual contract are authoritative.
77. For issues not regulated by the present contract the provisions of the civil code are authoritative.
78. If the court should terminate any one point of the contract, that would not mean the termination of the validity of the entire contract; the other points remain in force.
79. Parties wish to settle moot questions amicably, through negotiations. If they fail to do so, the Provider may take legal action.
80. Contracting parties agree that for the settling of disputes they shall submit to the jurisdiction of the Buda Central District Court, or in case of disputes within the cognizance of the Court of Law, the exclusive jurisdiction of the Székesfehérvár Court of Law.

## Appendix 1: Guide to the contract

Before completing the Individual Contract, please study the following.

- If you are filling in the contract by hand, please write **legibly**.
- The **e-mail address** you provide should preferably be **private**, not a work address (for reasons of data protection and a possible change of workplace).
- A correct **e-mail address** is vital, as that is where we will send our **invoices**.
- Please **indicate** the **billpayer**. If the billpayer has not been indicated, the invoice will automatically be issued in the name of the father.
- Please note that indicating a billpayer is important so that we can issue invoices correctly, but the **liability of parents is joint and several!**
- The **Fee** specified in the contract **must be paid in advance** regardless of the chosen payment method (even with the monthly payment option!).
- The **payment frequency** is chosen **for one year**: the payment frequency for the next academic year can only be changed in **April**.
- **Monthly payment** is only available with **direct debit**; please attach the certificate of the bank.
- **Electronic invoices** for our services are issued only if the **payment method is bank transfer**.
- The Bilingual.hu Program cannot be customized. You can make observations according to the process described in the GTC, but this does not absolve you from payment while your Child is using our services. Settlement for children who abandon the Bilingual.hu Program shall take place as specified in the GTC.
- You are only entitled to **discounts** if you meet the conditions of payment in advance.
- The discount for siblings is not automatic: it can be granted and applied as described in the GTC. If two or more of your children are enrolled in the Bilingual.hu Program and you wish to settle invoices **at the same time, you will need to modify the contracts** to ensure the same due date for invoices.
- Please indicate whether the **name of your Child** should be shown on the **invoice**.
- In order to ensure accurate documentation, all administration relating to payments shall be handled exclusively via e-mail, through the [asszisztens@bilingual.hu](mailto:asszisztens@bilingual.hu) e-mail address.
- Parents are responsible for notifying the Provider of changes in personal details and for providing a valid e-mail address.

All other matters not detailed here shall be handled according to the GTC.

Thank you for your cooperation!

I, the undersigned Custodian, have read and understood the General Terms and Conditions and accept them as binding in my regard.

Budapest, .....2018

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Custodian

## Appendix 2: Payment Regulation

In order to avoid any misunderstanding, please read the information relating to payment of the Fee carefully.

### Terms and expressions

**Provider:** Szőlőtő Kétnyelvű Oktatási Nonprofit Korlátolt Felelősségű Társaság, (Szőlőtő Bilingual Education Nonprofit Ltd), operator of the Bilingual.hu Program.

**Custodian:** parent who signed an Individual Contract for Services regarding the enrollment of their child in the Bilingual.hu English-Hungarian Bilingual Education Program

**Managing Director:** head of Szőlőtő Kétnyelvű Oktatási Nonprofit Korlátolt Felelősségű Társaság, (Szőlőtő Bilingual Education Nonprofit Ltd), operator of the Bilingual.hu Program (currently Éva Györkéné Szilágyi).

**Controller:** representative of Szőlőtő Kétnyelvű Oktatási Nonprofit Korlátolt Felelősségű Társaság, (Szőlőtő Bilingual Education Nonprofit Ltd), operator of the Bilingual.hu Program tasked with finance and invoicing tasks (currently Beáta Szabó).

**Administrative manager:** head of the central office at the seat of Szőlőtő Kétnyelvű Oktatási Nonprofit Korlátolt Felelősségű Társaság, (Szőlőtő Bilingual Education Nonprofit Ltd), operator of the Bilingual.hu Program (1035 Budapest, Miklós tér 1.) (currently Andrea Baranyai-Szolnok).

**Change of payment frequency:** change of payment frequency refers to the situation where the Billpayer wishes to switch to a different payment frequency from the one specified in the contract.

**Default:** financial settlement after the payment deadline. Every default on a payment deadline without notification and permission shall be considered a default.

**Agreement on repayment in installments:** agreement relating to the repayment of debts accumulated in the past, whose precondition is that the parents undertake not to have any other outstanding payments, including Fees to be invoiced in the future.

### General principles

All administration relating to payments (finance, invoicing) shall be handled exclusively in writing, via e-mail, at the [asszisztens@bilingual.hu](mailto:asszisztens@bilingual.hu) e-mail address. Consultation is also possible via telephone, but cannot replace administration in writing.

The Custodian is responsible for reporting all changes in the personal details of the child and his/her family. This includes the responsibility of the parent to provide a valid e-mail address and to report any changes. Szőlőtő Nonprofit Kft. shall not be liable for disadvantages resulting from failure to comply with this obligation.

### Basic operation

The Custodian and the Billpayer accept that English bilingual teaching will be provided for a fee. The Custodian undertakes to settle the Fee indicated on the invoice issued with the frequency specified in the Individual Contract for Services.

The Provider shall issue an electronic invoice relating to the Fee, which upon the request of the Client, can also be sent to the Client as a hard copy, by mail.

The Provider shall issue electronic invoices in accordance with the GTC, 10 days before the payment deadline at the latest, and send them to the e-mail address provided by the parents. This applies to all payment frequencies.

The controller shall be liable for operating this system.



## Modification requests and their handling

1. **Change of payment frequency:** at most 20 days BEFORE the due date of the invoice the parent may submit a request relating to the payment method. For the change please send the Amendment of Parental Contract form available on the <http://bilingual.hu/letoltesek/> webpage, completed in two copies to the central office of Szólóttó Nonprofit Kft. (1035 Budapest, Miklós tér 1.).

After duly signing the form the administrative manager shall return one copy to the parents. The copy remaining in the office shall be handled as part of the contract. The Controller shall approve the submitted amendments within their own competence and register them free of charge.

Payment frequency CANNOT be changed retroactively (for an already issued invoice). If the amendment request arrives late, we will only be able to apply the change of payment frequency when the invoice for the next payment period is issued.

2. **Change of billpayer:** the parent can request a change in the Billpayer using the form and method presented in Article 1, at most 20 days BEFORE the due date of the invoice.

If the request concerns changing the Billpayer to a legal entity billpayer, the specimen signature of the authorized representative of the legal entity and its extract from the register of companies, not older than 30 days, must be attached to the contract amendment form; failing this, the amendment request cannot be granted. The declaration of the parents to the effect that in the event of non-payment by the legal entity they undertake joint and several liability for settling the debt must be attached to the amendment request.

The Controller shall approve the change of Billpayer within their own competence (if all documents have been received) and register it free of charge. The Billpayer CANNOT be changed retroactively (for an already issued invoice).

3. **Change of billing, mailing, or e-mail address:** the Custodian shall notify the Provider within 8 days of any change to their details recorded in the Individual Contract for Services. Please send the Amendment of Individual Contract for Services form, available on the <http://bilingual.hu/letoltesek/> webpage, completed in two copies to the central office of Szólóttó Nonprofit Kft (1035 Budapest, Miklós tér 1.).

## Handling defaults as part of the debt collection procedure

In the event of a payment default, the Controller shall proceed as follows at certain intervals after the payment deadline

- **after 3 days:** notifies the Custodians (both parents) via mass SMS about the expired payment deadline.
- **after 15 days:** sends an automatic payment reminder via e-mail, pointing out the expired payment deadline of the invoice and the fact that in the event of payment outstanding for over 30 days discounts shall no longer be available (the discount for prepayment due to the payment default, while the discount for siblings due to a breach of contractual obligations).
- **after 30 days:** sends a demand for payment via e-mail and registered mail, together with the corrective invoice which uses the normal fee instead of the discount for siblings, and may pass on extra costs related to debt collection (HUF 750 administrative costs per occasion).
- **after 45 days:** sends the final notice before legal action, with recorded delivery.
- **after 60 days:** forwards the outstanding invoices to the legal representative or the representatives of the debt collection agency. **All costs of the debt collection procedure shall be borne by the Custodian.** In the event of an amount over five hundred thousand Forints outstanding for over 60 days, the Provider may terminate the contract with immediate effect and take steps to transfer the child to a different class or group.

Pursuant to Article 60 of the GTC, in the event of non-payment for over 60 days the Custodian loses their right to feedback by the Provider about the academic performance of the child (end-of-year video, end-of-year and mid-term assessment in English, parent-teacher conferences held by the teachers who are native speakers of English or balanced bilinguals, end-of-year Cambridge test).

After its revocation due to outstanding payments, a special application must be submitted to request the renewed availability of the discount for siblings. The written application must be sent AFTER

settling the outstanding payments and costs passed on in connection with debt collection, to the [asszisztens@bilingual.hu](mailto:asszisztens@bilingual.hu) e-mail address.

### **Administration of other requests and discounts**

In the event of temporary financial difficulties in the life of the family due to which they are unable to settle the Fee, a proposal may be made to sign an **agreement on repayment in installments**. The agreement on repayment in installments concerns the repayment of debts accumulated in the past, and its precondition is that the parents undertake not to have any other outstanding payments, including Fees to be invoiced in the future.

Repayment in installments can be proposed via e-mail, indicating the frequency, amount, and payment method of installments, to be sent to the [asszisztens@bilingual.hu](mailto:asszisztens@bilingual.hu) e-mail address. The controller shall draw up the agreement on repayment in installments and return it to the applicants. Following this, the agreement must be completed as described above regarding request procedures, and returned by mail, signed in two copies, to the central office of Szólító Nonprofit Kft. (1035 Budapest Miklós tér 1.).

Requests for repayment in installments are approved by the managing director and will be returned, duly signed in one copy, following the agreement.

In the event of defaulting on the repayment deadlines specified in the agreement on repayment in installments, the debt collection process shall resume according to the original procedure.

### **Special rules relating to the start of the school year**

The financial procedures of the Bilingual.hu Program are based on payment in advance; therefore the first payment deadline of the academic year following the current year is 10 JUNE, before the given academic year. The same deadline also applies to the payment of invoices for textbooks.

### **Clarification of frequent problems with interpretation**

- Fees must be paid according to the signed Individual Contract for Services, which is also the basis of invoicing.
- Textbooks are invoiced at cost; therefore anyone with an outstanding payment for fees or textbook costs cannot receive textbooks until the outstanding amount is settled.
- Camps including overnight accommodation during and at the end of the year are only provided at cost to children enrolled in the Bilingual.hu Program. Summer Day Camps are also open to children who are not enrolled in the Bilingual.hu Program during the school year.
- Since the financial procedures of the Bilingual.hu Program are based on payment in advance, new entrants, too, must pay for the summer period if they select monthly payments (just as everyone who has chosen a different payment frequency must pay for the summer months).
- For the purposes of fees, each month or a fraction thereof shall be considered a full month.
- The mid-year settlement of accounts is carried out according to Article 51 of GTC, but the sign of the settlement depends on the applied payment frequency; therefore it will not necessarily result in a refund. In the event of withdrawal from the Program during the year, the Discount for siblings is lost as it no longer holds that the older child was enrolled in the Bilingual.hu Program during the entire year.
- From the 2017/2018 academic year a new payment method has been added to the GTC in which – although it is classified as a monthly payment frequency – the annual cost is divided over 10 months. Since the financial procedures of the Bilingual.hu Program are based on payment in advance, the following conditions apply when one of the monthly payment methods is chosen:
  - if the D payment frequency (10 installments per year) is chosen, the payment deadline of the first invoice of the academic year is 10 August. (= fee for September, while the payment deadline of the last invoice is 10 May. (= the fee for June, the last month of school). A fee is not invoiced for July and August, as those have already been distributed among the invoices during the year.
  - With payment method E (12 installments per year), we issue an invoice every month, including the summer months. The first invoice of the academic year is the fee for July,

whose payment is due by 10 June; the last invoice is the fee for June, whose payment is due by 10 May. This payment method is adjusted to the bookkeeping year of Szőlőtő Nonprofit Kft, which runs from 1 July until 30 June the following year.