



# HOSPITAL IN THE ROCK

## HISTORY ACADEMY

### GENERAL TERMS AND CONDITIONS

#### ADULT EDUCATION

##### 1. GENERAL INFORMATION, CONTACT DETAILS

- 1.1. Name and address of the Training Institution: "The Rock" Museum Public Benefit Foundation (Reg. number: 01-01-0012135, Budapest-Capital Regional Court, address: 1012 Budapest, 4/C Lovas Street) Adult education licence number: E-001962/2019.
- 1.2. Customer service availability and opening hours: 1012 Budapest, 4/c Lovas Street, Hospital in the Rock Museum. (phone: +36-70-7010101, e-mail: info@therock.academy) open Monday-Friday 10 a.m.- 5 p. m. For more information please visit therock.academy website.
- 1.3. General contact: info@therock.academy
- 1.4. Supervisory body: Pest County Government Office Department of Vocational Training and Adult Education, 1089 Budapest, 7 Kálvária Square www.kormanyhivatal.hu/hu/pest telephone: +36-1-210-9721

##### 2. LEGISLATION ON ADULT EDUCATION ACTIVITIES

- 2.1. The LXXVII Act 2013 on adult education
- 2.2. Act CXL of 1997 on museums, public library supply and public education
- 2.3. Decree No 393/2013 (XI. 12.) on detailed rules for the authorization procedure and set of requirements necessary for the conduct of adult education activities, keeping records of adult education institutions and control of adult education institutions.

##### 3. GENERAL CONDITIONS FOR THE USE OF THE TRAINING SERVICE

- 3.1. The conditions for participation in the training shall be governed by the training programmes and professional and examination requirements authorized by the supervisory body. The training programmes are available in printed form on the customer service, the professional requirements are constantly updated on the website of "The Rock" Museum Foundation Historical Academy (therock.academy) Due to official accreditation professional requirement are maintained in a structure and content. Thus, the curriculum and structure defined



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in the training programs (see the training information in Annex 3 to the Adult Education Contract) cannot be modified by the Trainees.

- 3.2. In addition to the professional requirements, the Training Institution expects the Training Participant to appear on educational occasions and lectures in a mental and physical state which is in accordance with the Visiting Regulations on the website of the Hospital in the Rock Nuclear Bunker Museum and does not interfere with the process of education or the undisturbed use of the service by other participants.
- 3.3. Training courses and their training elements are only available in accordance with the Adult Training Contract and subject to payment of the paid training fee. **The training fee must be paid in advance in a lump sum before the training elements are used.**
- 3.4. The Training Institute provides access to sample curriculum at [therock.academy](http://therock.academy).

#### 4. APPLYING FOR TRAINING

- 4.1. At the Hospital in the Rock Nuclear Bunker Museum, it is possible to apply for training on site or electronically by purchasing an accredited adult training programme. Electronic applications for distance learning are subject to fees and cooperation.
- 4.2. An electronic adult training contract shall be concluded for participation in an accredited adult education programme. Once the training fee has been paid, a registration code (AP code) will be given to all customers who **have to register on THEROCK.ACADEMY within 3 days of the release and conclude the electronic adult education contract**. Customers cannot register after the deadline has expired. The registration deadline is not extended. In the event of failure to conclude an electronic adult training contract, the payment will be treated as a donation to the public benefit activities of „The Rock” Museum Public Benefit Foundation in accordance with 1, 4, and 6 of the 350/2011 (XII. 30.) Government Decree.
- 4.3. During the registration process, the applicant is obliged to upload the mandatory personal data required by the Adult Education Act on [therock.academy](http://therock.academy) by filling in the registration form.
- 4.4. In the event of a change in the data in the electronic Adult training Contract, the Training Participant is obliged to notify the Training Institution electronically at [info@therock.academy](mailto:info@therock.academy) within 8 days. In the event of failure to do so, the Training Institution shall not be liable for any damages that may occur.



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## 5. CONCLUSION AND CONTENT OF THE ELECTRONIC ADULT EDUCATION CONTRACT

- 5.1. The Training Institution concludes an Adult Training Contract electronically with the Training Participant, which is considered to be a written contract. The Adult Training Contract complies with §13 of the Adult Education Act.
- 5.2. Registration and the uploading of your personal data constitute electronic contracts, with which the Trainee considers the provisions of this Terms and Conditions (and the data protection policy that forms part of it) and as well as the Training Guide to be accepted, while electronically signing the Adult Training Contract.
- 5.3. Before electronic signature, the Trainee has the opportunity to get acquainted with the Terms and Conditions, the Training Guide and the sample curriculum.
- 5.4. After the data upload and learning about and accepting the Terms and Conditions the Privacy Policy, and the Training Thematic, and after the electronic signature, the Training Institution generates/prepares the electronic Adult Training Contract, which becomes available to the Trainee on therock.academy, together with the training curriculum.
- 5.5. The Adult Training Contract will be available for download for the trainee during the training period in PDF format, with a time stamped signature certified by the Training Institution.
- 5.6. The electronic Adult Training Contract declaration will become effective after it is made available on the e-learning platform.
- 5.7. **No Adult Training Contract can be concluded with applicants under the age of 18.**
- 5.8. The Trainee may use the e-learning interface of the Adult Training System during the duration of the training specified in the Adult Training Contract. After the end of the training specified in the Adult Training Contract, their access will be automatically deactivated.
- 5.9. The Training Institution provides electronic tests to verify the performance of the Trainee during the training and at the end of the training it provides an electronic Final Test Interface. The Final Test is considered a success if the Trainee completes the Final Count with a result of at least 70%. The Training Institution does not charge a specific procedural fee for the repetition of electronic tests and closing questions, the Trainee is entitled to do so three times during the duration of the training. The Trainee must complete the electronic Final Test that closes the training units during the training period, after that it is not possible.
- 5.10. The Trainee has the opportunity to attend lectures. The contact lesson/lecture schedule is published electronically by the Training Institution. Participation is not mandatory. Maximum absence from contact lessons throughout the training: 100%. The Training Institution reserves the right to change the schedule. The



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possibility of change may extend to the time, duration and place of the contact lessons in case only this can ensure the quality of the educational activity.

- 5.11. The training ends with an electronic Final Test. If the Trainee does not wish to use the Final Test, the obligations of the Training Institution shall be terminated, and no electronic certificate and time stamped electronic diploma will be awarded to the Trainee.

## 6. TERMINATION OF THE ADULT TRAINING CONTRACT

- 6.1. In the event of termination after the start of the Trainee's studies, each party shall provide appropriate evidence to support their reasons. The termination shall be justified and given in written form. According to the termination of the contract, the Adult Training Contract shall terminate from the date indicated in the application.

- 6.2. Consequence(s) of the Trainee's breach of contract:

The Training Institution shall be entitled to exclude the Trainee from further participation in the training if the Trainee does not comply with the requirements of the Training Institution (set out in paragraph 3.2 of the Terms and Conditions, and the Museum's visiting policy) and thus hinders the performance under the Adult Training Contract. **In this case, the training fee will not be returned to the Trainee.**

- 6.3. Consequence(s) of the breach of contract of the Training Institution:

If the Training Institution breaches its obligations under the Adult Training Contract - in particular, if the Training Institution does not provide the training specified in this Contract and the Training Guide, if the Training Institution is not registered, the activity of the Training Institution is prohibited, or the training is interrupted due to the fault of the Training Institution - **the training fee shall be refunded to the Trainee pro rata in the light of the training services already used.**

- 6.4. Anyone entitled to terminate by law or contract, may terminate the contract by means of an electronic declaration addressed to the other party. Termination ends the Adult Training Contract.

- 6.5. Within 8 days of the reasoned notification the Training Institution shall draw up an account and repay the training fee to be refunded pro rata. The Training Institution does not automatically return overpayments without the provision of the Trainee. Repayments are, as a general rule, made by transfer. Training Institution does not repay by post or cash.



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## 7. DOCUMENT ORDER

- 7.1. Adult education service of the Training Institution VAT-free service.
- 7.2. If the Trainee does not conclude the Adult Training Contract within the specified 3 days after the registration, their payment shall be considered a donation. The Buyer may request proof of donation if they provide the necessary information (in the case of individuals: name, address, e-mail address; in the case of company: name, address, vat number and e-mail address).
- 7.3. If the Trainee enters into the Adult Training Contract, an electronic invoice will automatically be issued for the fee paid, which can be downloaded from the user account in the therock.academy interface.

## 8. DISCOUNTS AVAILABLE WHEN PAYING THE TRAINING FEE

- 8.1. The discounts related to each course are included in the Training Thematic and the Adult Education Agreement.
- 8.2. The presentation of the documents entitling to the discount on the spot is mandatory.
- 8.3. Individual discounts cannot be combined.

## 9. LIABILITY FOR DAMAGES

- 9.1. The Training Institution is obliged to pay the damage suffered by the Trainee in connection with the prohibition of the continuation of their activities, by saying that, under the agreement of the Training Institution and the Trainee, the amount of compensation may not exceed the amount of the training fee paid by the Trainee. The Training Institution shall entirely exclude liability for damages in the event of a legal impediment to performance due to possible changes in the relevant legal environment.

## 10. COMPLAINT HANDLING PROCEDURE

- 10.1. Concept of Complaint: Notification relating to the training activity or related service, which the Trainee communicated to the Training Institution in writing (info@therock.academy) without delay, but not more than 8 days after the date of its incursion. It may arise from the non-contractual performance of the training, the inadequate quality and pace of operation of the customer service, the electronic system of the training or the e-learning interface and also the improper, not accurate information. Notifications other than the above conditions shall not be treated by the Training Institution as a complaint or a quality objection.
- 10.2. Complaint: Electronic observation and submission of a specific case with a name and address.





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- 10.3. Complaint handler: Customer Service
- 10.4. To add a complaint: by electronic means, in writing to the following e-mail address: info@therock.academy
- 10.5. Documentation of a complaint: All complaints received electronically and in writing to the Institution must be registered by the customer service on the complaint form.
- 10.6. Complaint handling: the customer service that has received the complaint first seeks to resolve the complaint at its own discretion. If this fails, the customer service shall inform the professional manager of the fact and circumstances of the of the complaint. If the complaint is justified, the professional manager shall have the right to take action or initiate action in relation to the averting of the cause. The professional manager has the right to take the final decision on further action within the institution, or possibly on the rejection of the complaint. The measures must be approved on the form.
- 10.7. Investigation of complaint: The duration of the investigation is 5 working days from the date of the receipt of the customer's complaint. If the complaint is rejected, the customer must be notified in writing by electronic means within 15 days, in which case the reasons for the refusal must be given. In the event of a legitimate complaint, the case must be closed in 15 days, together with the settlement of the complaint and written information to the customer. The complainant shall declare that they accept the information. The customer service representative and/or the professional manager must sign the complaint form to confirm the date of completion and/or the rectification of the complaint.
- In the event of a negative reply, a further report shall be recorded on the complaint handling form, and any further action shall be recorded with the signature of both parties. If the complaint takes longer than 15 days to deal with, the customer shall be notified within 10 days of the notification/receipt of the complaint that the case is being handled and shall be informed of the expected duration of the handling. A legitimate claim for a legitimate customer complaint will be resolved through Customer Service to the customer.
- 10.8. If the measures are not considered acceptable by the notifier, they may request a review of the results of the investigation at level II. In the event of a grade II notification, the examination shall be addressed to the Chief Operating Officer of the Hospital in the Rock Nuclear Bunker Museum, who will conduct the investigation and then take a decision. The notifier shall be informed in writing of the results of the investigation within 15 days.
- 10.9. Compensation options
- *Validating a discount in case of participation in next training,*
  - *Offering additional training class elements free of charge,*



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- *In the event of an unfounded complaint, the possibility of termination of the contract is open to the Trainee, the Training Institution is not obliged to provide additional compensation.*

10.10. All Trainees should be informed of the complaint handling process before the start of the training and, if requested, it is important to ensure access during the duration of the training. The documents of the complaints management register shall be made available electronically to all Trainees upon request.

## 11. VALIDITY

This agreement is valid until revocation. In the event of any change in the Terms and Conditions, the Training Institution shall notify all right holders of the change in writing (e-mail message) and publish it in a clearly visible place on the website.