**BORKOLLÉGIUM POLICY**

**AND**

**GENERAL TERMS AND CONDITIONS OF COURSES**

1. **General information**

1./ This document contains provisions relating to the Borkollégium courses, in particular the conditions for applying for courses, the conditions and methods of payment, course cancellation, course postponement, course examinations, the certificate issued at the end of the course and courses given as gifts, as well as the rights and obligations concerning the legal relationship between Borkollégium and the participant and the general terms and conditions of the participant’s participation in the course. The provisions of this document shall be applied during the period from applying for the course until taking the exam, hence Participant shall mean the applicant, participant and exam candidate.

2./ By applying for Borkollégium courses, the Participant declares that he/she has read, accepted and considers the content of the policy and the related general terms and conditions to be binding on him/her.

3./ By applying, the Participant declares that he/she has read and accepts the privacy statement available on https://www.borkollegium.hu/.

4./ The courses are organised by BorMatura Kft. (registered office: 1067 Budapest, Podmaniczky u. 31. I/7; company registration number 01-09-907667; tax number: 14522046-2-42; hereinafter: Organiser).

Bank account number: 11706023-20016997 (OTP Bank Nyrt.)

IBAN: HU19 1170 6023 2001 6997 0000 0000

BIC (SWIFT) CODE: OTPVHUHB

Our contact details

email: info@borkollegium.hu

phone: +36 70 427 7059

web: https://www.borkollegium.hu/

office: Borkollégium, 1067 Budapest, Podmaniczky u. 31. 1/7 (doorbell: 31)

office customer service opening hours: on working days (except Saturdays) between 9.00-17.00

5./ In compliance with the provisions of Section 17/A of Act CLV of 1997 on Consumer Protection, the Organiser informs the Participant that he/she may make any complaint regarding the courses via the contact details indicated above. The Organiser’s staff will investigate any complaints and statements in accordance with the provisions of the cited legislation.

6./ In accordance with Section 25 of Government Decree 210/2009 (IX.29.) on the conditions for the performance of commercial activities, the Organiser maintains a customers’ book at their headquarters, in which it records any complaints received and investigates them in accordance with Section 17/A of Act CLV of 1997 on Consumer Protection.

7./ The policy applies to all training organised by the Borkollégium team, in particular, but not limited to:

- the Borkollégium courses,

- the WSET and English-language courses,

- the online courses (considering the specificities of online education),

- the gastronomy courses, and

- any other courses and tastings.

8./Comments, complaints and ideas related to the training can be addressed to the Borkollégium staff at the course venue, who will forward them to the Organiser.

9./ The Organiser states that Borkollégium’s mission is to allow anyone interested in the world of wines to attend courses. It is the Participant’s responsibility to indicate the existence of any special educational circumstances so that the learning conditions can be organised in the best possible way for the course in question. The Organiser undertakes to act with due diligence in accordance with Borkollégium’s facilities and equipment, so that all Participants requiring special educational conditions can participate fully in the course. In this context, the Organiser informs any Participants requiring special educational circumstances in advance that each case will need to be examined individually, moreover that the Organiser may not be able to meet all the special educational circumstances depending on the venue conditions and the abilities of its instructors.

Such cases may include, but are not limited to, the following:

• participants under the age of 18 (may listen to the theory part and sit the exam, but may not taste the wines);

• sensory obstruction (e.g. reduced perception of colours and smells);

• reduced mobility.

Minors may only participate in the training under parental supervision, and alcoholic beverages may only be consumed by people over the age of 18!

10./ Participants take part in the Borkollégium courses at their own risk.

1. **Applying for courses**

11./ The Organiser will publish electronic information on each of the current courses on the abovementioned Borkollégium website. This will include the following:

- course description and syllabus,

- course dates,

- course location,

- number of teaching hours,

- course language and necessary language skills,

- required prior education,

- number of wines/spirits to be tasted,

- information relating to the curriculum,

- information on the training package, its cost and how to purchase/obtain it,

- special conditions for online courses,

- in the case of an exam, its language, method, requirements for passing it and any additional exam resit fee,

- suggested preparation time and method of assessment and evaluation,

- type of document certifying completion of the course (diploma, certificate),

- qualifications that may be obtained, and

- price and additional costs of the selected course.

Each is published with course-dependent content.

The Organiser strives to indicate the individual course costs in full; however, it is not obliged to indicate any costs incurred by the Participant (leaving behind or losing the study material or any other damage) and unforeseen costs.

12./ Course applications can be made in person at the Organiser Borkollégium’s office (1067 Budapest, Podmaniczky u. 31. 1/7, doorbell: 31) during the opening hours indicated above, or on the Borkollégium’s online interface on its website. Online application for courses should be made on the electronic information sheet for the course on the Borkollégium website, by selecting the course start date, providing the Participant’s contact details as well as payment and invoicing conditions.

13./ After submitting the required data, accepting this document and potentially other information and paying the course fee indicated in the information sheet, Borkollégium or its contractor will send a confirmation email to the email address provided by the applicant. If the confirmation email has not been received by the applicant due to technical reasons, Borkollégium will resend it free of charge to the email address provided if the applicant so requests.

14./ In the case of online community purchases, the course is accompanied by a separate uniquely identifiable voucher (hereinafter: voucher) entitling you to participate in the course. It is the sole obligation and responsibility of the Participant to keep the voucher carefully in such a way that it cannot be accessed by unauthorised persons. The Organiser is not responsible for any misuse.

No unauthorised Participants may be present at a course without a valid course application.

1. **Terms and methods of payment**

15./ The course fee must be paid in full by the beginning of the course according to the chosen payment method (cash, credit card, bank transfer).

#### 16./ You can pay in person at the Borkollégium office (1067 Budapest, Podmaniczky u. 31. I/7) during the opening hours indicated on the website; cash and credit card payments are possible.

#### 17./ After applying for the selected course, the Organiser will send the information necessary for the transfer by email. The course application will become final upon receipt of payment. This will be confirmed by Borkollégium by email. There is no option to pay the course fee in instalments.

18./ You can pay by credit card using the Borkollégium online interface, the security of which is guaranteed by OTP Bank. The following card types are accepted for payment: MasterCard, Maestro, VISA, American Express.

19./ The bank details for payment of course fees:

Bank account number: 11706023-20016997 (OTP Bank Nyrt.)
IBAN: HU19 1170 6023 2001 6997 0000 0000
BIC (SWIFT) CODE: OTPVHUHB

20./ The Organiser will issue an invoice for the course fee with the data provided.

1. **Course postpone or cancellation, unused courses and gift courses**

21./ The Organiser offers a one-off opportunity to postpone the course, exclusively to the date of the following course. It is possible to postpone the course up till 15 (fifteen) working days before the course date. Postponement should be made in writing to the contact details of the Organiser (email address, office address). If the Participant wishes to postpone the course date for a second time or misses the deadline indicated, the Organiser is not obliged to offer a new course date nor to reimburse the course fee.

22./ It is possible to cancel the course free of charge up to 15 (fifteen) working days before the course date. Cancellation must be made in writing to the contact details of the Organiser (email address, office address). If the Participant fails to meet the deadline indicated above, the Organiser is not obliged to offer a new course date nor to reimburse the course fee.

23./In the case of cancellation made in writing to the Organiser’s contact details (email address, office address) up to 7 (seven) working days prior to the course date, the cancellation fee is 50% of the course fee. The Organiser will validate this by deducting the cancellation fee from the amount paid for the course and refunding the remaining amount to the applicant within 15 (fifteen) working days of the cancellation.

24./ In the case of cancellation made in writing to the Organiser’s contact details (email address, office address) less than 7 (seven) working days prior to the course date, the cancellation fee is 100% of the course fee. This cancellation fee will be deducted from the course fee paid to Borkollégium.

25./ The price of unused courses cannot be refunded by the Organiser. The courses are not personal and are freely transferable. The Participant is obliged to provide all information regarding such transfer to the Organiser’s staff or Borkollégium, at the latest at the beginning of the course. In the event of a transfer of a course, the provisions of this document shall also apply to the person acquiring the right to participate in the course. The transferor shall be liable for any damage resulting from failure to provide or delay in providing information.

26./ It is possible to purchase Borkollégium courses as gift courses. The provisions of this document shall apply to the purchase of gift courses with the exceptions set forth in this clause. Gift courses may be used for twelve (12) months from the date of purchase. There is no option to extend the use of gift courses.

1. **Rules relating to exams**

27./ Applications for the exams for those courses ending with exams should be made on the Borkollégium website under the Exam dates online interface, which includes the following:

- indication of the day (year, month and date) and time (hour and minute) of the exam,

- indication of the course to which the exam belongs,

- exam language,

- exam fee and resit fee.

28./ You can apply for the exams on the abovementioned online interface by selecting the date, time and language of the exam, and providing the Participant’s contact details (email address, telephone number) and identification data (name and date of birth). The likely exam fee amount is indicated by the Organiser on the Borkollégium website; the provisions of point II apply to its payment method.

29./ Deadline for applying for exams:

- for exams in Hungarian, 14 (fourteen) working days prior to the exam date

- for WSET exams, 20 (twenty) working days prior to the exam date

The Organiser cannot accept applications for exams beyond the deadlines specified in this clause.

30./ In the event of failure to appear for the exam, either through your own fault or for reasons beyond your own control, a one-time resit is possible. The fee for the resit is indicated by the Organiser on the Borkollégium website. The provisions of point II apply to its payment method.

31./ Borkollégium will notify the Participant of the exam results via email:

- for Borkollégium courses, within 4 weeks of the exam

- for WSET courses, within 4-8 weeks of the exam

1. **Diploma, certificate**

32./ Information on each course includes the type of diploma or certificate issued for completing the course.

33./ For those courses that conclude with a diploma, the Organiser will present a diploma confirming this at the exam venue after successful completion of the Borkollégium course’s written exam. If it is not technically possible to issue the diploma or the Participant is not able to accept it, it shall be posted to the address provided by the Participant or sent electronically.

34./ For those courses that conclude with a certificate, the Organiser will present a certificate confirming this at the exam venue after the successful completion of the Borkollégium written exam and successful completion of the practical task. If it is not technically possible to issue the certificate or the Participant is not able to accept it, it shall be posted to the address provided by the Participant or sent electronically.

1. **Rules relating to participation in courses**

**Behaviour**

35./ Everyone takes the Borkollégium courses at their own risk. During the courses, Participants are required to comply with the law, generally accepted rules of conduct, applicable terms and conditions as well as any special rules set forth in this document and for each course.

36./ In the interest of the above, the Organiser specifically requests that course Participants avoid, in particular, rowdiness, unwanted physical contact and any kind of offensive behaviour as well as take care of cleanliness, the venue and the participants. During the course, the Participant is obliged to refrain from any manifestation, communication or action that may endanger or violate the rights to privacy, life, health or physical integrity of others.

37./ Participants shall be liable for any damage caused during the course or to the equipment and fixtures located there.

38./ The Participants acknowledge that they are obliged to follow any instructions, restrictions and warnings given by the Organiser and Borkollégium staff during the courses. The Organiser and Borkollégium’s staff are entitled to act in order to comply with this document and with lawful conduct in general. If requested during the course, Participants are obliged to immediately stop their unlawful conduct in line with this document. In the event of any behaviour that disturbs the course participants, the person may be removed from the venue and may not claim financial compensation for the course period lost due to his or her conduct. During the course, the Participant is obliged to cooperate with the staff of the security service mandated by the Organiser. The Organiser is not directly responsible for the activities of this security service, the provisions of the contract between them shall apply to the legal relationship between the Organiser and the mandated security service. If a violation of this document also constitutes a violation of the law, the person responsible for the violator shall be legally liable and shall be subject to any legal sanctions.

39./ The venue must be vacated no later than the announced end time of the course. The Borkollégium staff will warn Participants of this – those who do not comply with the request may be removed from the venue.

40./ It is forbidden to carry out any economic, commercial or advertising activities during the course without permission. No political or similar organisational activities may be carried out during the course.

**Dress code**

41./ Participants should be appropriately attired for the course. The dress code: business casual. If anyone arrives inappropriately attired for the course, the Organiser may refuse them entry to the course or may ask them to leave the venue. Any person under the influence of illegal intoxicants or inappropriately dressed is not permitted to participate in the course.

**Glass**

42./ Glasses for the tasting during the course are provided by the Organiser.

**Restricted items, other provisions**

43./ The Organiser restricts certain items from being brought into the course venue. In particular, the introduction of certain objects that are especially dangerous to public security, such as drugs or pyrotechnic devices, glass items, umbrellas, objects or items containing explosive, toxic or flammable substances, firearms, knives, butterfly knives, switchblades, gas sprays, blackjacks, vipers, metal chains longer than 50 cm, throwing stars, slingshots and any other devices particularly dangerous to public safety included in current legislation, currently Government Decree 175/2003 (X.28.). Participants may only bring alcoholic beverages into the course with the prior express permission of the Organiser. Pets (except for guide dogs and therapy dogs) are not allowed into courses. In exceptional circumstances, small pets may be brought into the course with the prior consent of the Organiser. If you wish to bring a guide/therapy dog to the course, please contact the Organiser beforehand!

44./ Smoking and the use of electronic cigarettes or electronic devices imitating smoking are prohibited during the courses. It is forbidden to bring flammable and explosive substances into the building and its surroundings.

45./ It is forbidden to litter. Waste should only be disposed of in the wastepaper bins.

46./ Please show each other consideration! Turn down the volume of your mobile phone during the course and do not disturb other course participants by talking.

**Photo and video recording**

47./ Photos, audio and video recordings, on which any Participant may appear, may be made during the Borkollégium courses. By participating in the course, the Participant consents to the recording and communication of his/her face, appearance and comments, although he/she will only be named with their express consent. If the Participant qualifies as a public figure, he/she may be named without his/her consent. In the case of the above reproductions, their creator acquires, in respect of the Participant, unlimited, transferable and exclusive rights of use in space, time and method of use. The Organiser has the right to utilise, use (especially to promote the course), reproduce, publish, rework, publicise, transmit to the public and distribute the display of the Participant’s relationship without restriction, including if the Organiser utilises or uses a recording made of the Participant by other participants, without having to provide any form of compensation to the Participant. The Participant is entitled to make audio and video recordings of the course, but only with an image and sound recorder or non-professional photographic equipment integrated in a telecommunications device used for personal purposes (e.g. mobile phone or tablet), and may not sell the resulting video or audio recordings, nor may he/she sell or exploit the resulting image or sound recording for money nor may he/she exploit them for commercial purposes without any consideration, nor name the participants in them without their consent, nor infringe their personal rights. The Organiser expressly excludes its liability if other participants violate the above.

**Lost property**

48./ The Organiser is not responsible for any valuables brought to the course. Any objects found can be handed into the Borkollégium office, so please ask after any lost property there. Any lost property can be collected from the Borkollégium office (1067 Budapest, Podmaniczky u. 31. 1/7) until 17:00 on the seventh day following the end of the course.

1. **Organisational changes related to the course**

49./ The Organiser reserves the right to change the course location and time and the list of drinks to be tasted.

50./ If the Organiser decides to cancel the course, any course fees paid will be refunded or retained so that they can be used for another course.

51./ In connection with the above, the Participant acknowledges that he/she may also purchase products and services during the courses that are not provided by the Organiser or its collaborators but by other contractual partners. In such cases, the contract shall be concluded directly between the Participant and the contractual partner, and the rights and obligations arising from this legal relationship shall directly entitle or bind them. The Participant expressly acknowledges that he/she may not make any claim against the Organiser in connection with such products and services or the legal relationship applicable to them. The Organiser also declares in general that it does not take any responsibility for the products and services provided by contractual partners. The Participants use the services and products provided by the contractual partners at their own risk. The Organiser shall not be liable for any damages incurred or suffered in connection with the use or enjoyment of the services and products provided by the contractual partners.

1. **Trademarks and copyrights**

52./ Trademarks, logos and other information and materials (especially, but not limited to, publications, training materials, etc provided by the Organiser to the Participants) appearing on the Borkollégium websites, online and offline media as well as during the course are the exclusive property of the Organiser, its collaborators and contractual partners. Such marks and materials and information provided may not be used, copied, distributed or published in any way by Participants and any third parties without the express and prior written knowledge of the Organiser, its contributors or its contractual partners. Participants may use the materials provided to them solely for their own learning purposes.

53./ Trademarks, logos and other information and materials are protected by industrial property rights and copyrights; the rights attached to them belong to the Organiser, its collaborators and its contractual partners.

1. **Complaint handling**

54./ Participants may primarily file a complaint directly with the Organiser in accordance with the provisions of clauses I. 5 and I. 6 of this policy. This shall be investigated by the organiser according to the procedure referred to in the abovementioned clauses.

55./ Secondly, if the Participant has a complaint regarding any of the courses, the Participant may send it by post to Borkollégium’s postal address or the email address info@borkollegium.hu

56./ The Organiser will investigate the complaint within fifteen (15) days of receipt and send its response to the Participant.

57./ If the Participant is dissatisfied with the answer, he/she may discuss this further with the Organiser or turn to the competent consumer protection body.

1. **Final provisions**

58./ This document is valid for an indefinite period and its personal scope extends to the Organiser and the course Participants as well as to any unauthorised course Participants. The terms and conditions of the legal relationship between the Organiser and its collaborators and contractual partners are contained in separate contracts.

59./ The Participant acknowledges that the Organiser is entitled to unilaterally amend this document with good reason. A change in the mandatory provision of the legislation on the legal relationship between the parties shall be considered a good reason, or if the modification is justified by the current safe or economic running of the courses or by a change in public safety or public health conditions. Should the document be amended, the amendments shall be marked in italics or underlined and deletions in strikethrough compared to the content of the past document consolidated with the amendment. Any amendments shall come into force with immediate effect at the time of their publication on the website operated by the Organiser. The Participant shall be entitled to withdraw from this relationship within 14 (fourteen) days of this date in writing and without giving any reason, provided that he/she has not yet begun participating in the course. The right of withdrawal does not apply to the Participant if the amendment only contains provisions that are more favourable to the Participant or if the voucher has already been transferred to a third party at the time of publishing the amendment. In the latter case, the right of withdrawal belongs to the current voucher holder, unless the amendment contains provisions that are more favourable to the Participant. The Organiser recommends monitoring the amendments to this document.

60./ The Organiser is entitled to terminate the legal relationship with respect to a given course with immediate effect if the Participant violates any of the provisions of this document. In such a case, the Participant’s entitlement/voucher may be revoked by the Organiser, and the Participant must leave the course. No unauthorised Participant may be present at the course and must leave it immediately at the Organiser’s request.

61./ In addition to or instead of immediate termination, the Organiser may apply a partial (specific course) or a total ban (for all courses organised by the Organiser) for a specified period (until the end of a given course or for a longer specified period). After the expiry of the ban, the Organiser is entitled to make the right to participate in courses subject to individual conditions. If the Participant attends a course during the period of the ban or violates the specific conditions prescribed by the Organiser after its expiry, he/she is obliged to leave the course immediately at the request of the Organiser.

62./ The Organiser shall only be liable for any intentional breach of contract attributable to it and to the detriment of human life, physical integrity or health, and expressly excludes the Participant from its liability under any law in connection with any other event of damage. The price of the course has been determined in view of the exclusions described above.

63./ In the event of war, insurrection, terrorist act or threat thereof, strike or non-strike movement, import or export embargo, accident, epidemic, fire, blockade, flood, earthquake, natural disaster, severe storm, severe energy disruption, severe traffic disruption/obstruction due to an epidemic, official, military or law enforcement order, instruction or act, or any other unforeseeable and unavoidable obstacle that falls outside the Organiser’s control, which renders it unable to fulfil any of its contractual obligations, the Organiser shall not be liable to the Participant for any loss or damage caused by these events. This force majeure provision shall apply mutatis mutandis both to a course as a whole or to parts thereof.

64./ The Organiser informs the Participant that the COVID-19 pandemic, the spread of the COVID-19 virus, the entry into force of any laws and government regulations related to those events are expressly considered force majeure events, and clause 63 of these regulations applies to these events. The epidemiological measures in force at any time are also binding on the Organiser, the Participants and the conduct of the courses. The Organiser publishes any current information relating to COVID-19 on its website; this also forms part of these regulations.

65./ The Organiser is entitled to use subcontractors and collaborators.

66./ The Organiser is a company registered and domiciled in Hungary, and this policy and GTC are governed by and construed in accordance with the rules of Hungarian law, regardless of any possible conflict of law.

We wish you every success in your courses!

The Borkollégium team

1. **Special additional epidemiological provisions**

1./ Pursuant to the legal provisions on the introduction of epidemiological preparedness and due to the constantly increasing number of infections, the Organiser expects the cooperation of the Participants during the epidemiological preparedness period in order to protect the health of the staff, instructors and Participants.

2./ Please observe the required distance of at least one and half metres as well as the rules for hand disinfection and mask wearing and follow the requests of the Borkollégium staff and the instructors!

3./ The courses, whether indoor or outdoor, may only be taken by persons who do not show any symptoms of the disease and feels healthy. Participants’ body temperature may be checked by the Borkollégium staff; we request your cooperation in this case. A Borkollégium staff member may refuse to allow your participation, or a Participant may be obliged to leave the course venue at their request if:

(i) the Participant’s body temperature exceeds a healthy value (37.4°C), or

(ii) shows signs of illness (runny nose, cough etc), or

(iii) does not consent to his/her body temperature being checked, or

(iv) does not provide the required contact information.

4./ Participants are required to use the hand disinfection equipment placed at their disposal in all cases.

5./ It is mandatory to wear a mask covering your nose and mouth during the course and to maintain one and a half metres’ distance from each other.

6./ The Organiser has requested and recorded data from visitors in the interest of contact tracing pursuant to Regulation 2016/679 and of the Council (General Data Protection Regulation, GDPR) on the protection of natural persons regarding the processing of personal data and on the free movement of such data, repealing Regulation (EC) No 95/46, as well as the Hungarian data protection rules. The purpose of the data processing is to prevent or limit the spread of the human epidemic caused by the COVID-19 coronavirus in view of the fundamental public interest in the field of public health, requesting the data necessary for any necessary measures to this end (preventive health and occupational health objective). The Organiser may manage the Participant’s data for 60 days of the cessation of epidemiological preparedness and governmental measures related to the pandemic. Further information on data management is available on the Borkollégium website.