

## **General Terms and Conditions of the Summer School of Slavonic Studies at the Faculty of Arts, Palacký University**

### **I. General provisions**

1. These General Terms and Conditions (hereinafter as „**GTC**“) stipulate rights and obligations of the Provider, e.g. Palacký University in Olomouc, Křížkovského 511/8, Olomouc, more specifically Summer School of Slavonic Studies at the Faculty of Arts, Palacký University in Olomouc (hereinafter as „**SSSS**“), Křížkovského 10, Olomouc, ZIP Code 771 80, and the Client, with respect to the Contract on Provision of a Czech Language Course (hereinafter as „**Contract**“) as well as the agreement concluded pursuant to Article 1746 (2) of the Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter as „**Civil Code**“).
2. The Czech language course (hereinafter as „**Course**“) may be paid for by the Client as a self-payer (hereinafter as „**Self-Payer**“) or in the form of a scholarship awarded to the given Client (hereinafter as „**Scholarship Holder**“) by the Ministry of Education, Youth and Sports of the Czech Republic (hereinafter as „**Ministry**“). Both Contracting parties, e.g. the Self-Payer and the Scholarship Holder, shall be in these GTC referred to as the Client.

### **II. Contract formation**

1. The Contract between the Client and SSSS comes into existence upon receipt of the binding application for the course at SSSS by the date stated on the following website: [www.lsss.upol.cz](http://www.lsss.upol.cz), or, in case of a Scholarship Holder, stated in the conditions of the Ministry or representative bodies of the Czech Republic abroad and upon confirmation that SSSS received the application. After the receipt of the application is confirmed, Client is obliged to pay the respective administrative, course and, if requested by the Client, accommodation fee by the date and means stated on the following website: [www.lsss.upol.cz](http://www.lsss.upol.cz). Scholarship Holders have their fees paid for by the Ministry.

2. The Client may fill in the application for the Course online on the following website: [www.lsss.upol.cz](http://www.lsss.upol.cz) (the so-called distance contract),
3. SSSS shall confirm the receipt of the application within 5 working days from the receipt; if it fails to do so, the application is deemed as not received. The application is considered received also by means of a confirmation email sent to the email address stated in the application.
4. The agreed conditions of the contractual relationship shall be changed only by means of a written agreement between both Contracting parties.

### **III. Subject matter of the contract, course venue and additional culture programme**

1. The subject matter of the Contract is the provision of a Czech language course and with respect to conditions stated hereunder also other Slavonic languages for foreigners in two forms: four-week course or two-week course (depending on the choice of the Self- Payer), additional culture programme and accommodation, if requested by the Client. Scholarship Holders are always required to participate in the four-week course.
2. Languages used for communication are Czech and English (according to the relevant language level of the Course).
3. The Course takes place in Olomouc. Culture programme and other activities are chosen by SSSS and take place there.

### **IV. Rights and obligations of SSSS**

1. SSSS is obliged to meet the given conditions for teaching Czech language for foreigners, lectures, seminars and workshops, as well as organizing culture programme and additional activities.
2. Courses of Czech for foreigners as well as lectures, workshops, culture programme and additional activities are not bound to individual teachers and SSSS has the right to substitute the teacher at any time during the Course. The substitution of the teacher does not create a ground for filing a complaint by the Client and does not entitle him to withdraw from the Contract (and be provided a refund of the course fee).
3. During the Course, SSSS has the right to place the Client, whose language knowledge is not in compliance with the level of the selected course, to another course that corresponds with the Client's language level. In such case, the Client is not entitled to withdraw from the Contract (and request a refund of the course, administrative fee or accommodation fee). SSSS will also place the Client to another course on demand, if this is requested on the first or second day of the Course and if the desired course has a free capacity. Later reassignment is possible only with consent of the Director of SSSS.

## V. Rights and obligations of the Client

1. The Client is obliged to pay to SSSS the agreed administrative, course and, if requested by the Client, accommodation fee for the Course as mentioned in Article II, paragraph 1 of these GTC. If the Client is a Scholarship Holder, the fees are to be paid by the Ministry.
2. The Client is not entitled to withdraw from the contract, if, after the contract is concluded, he or she decides not to participate in the Course or its part (except for cases stated in Article X of these GTC).
3. Should the Client have a compelling reason for not participating in the Course (hereinafter as “**compelling reason**”), SSSS and the Client shall agree on the way it will be dealt with.
4. In case of an existence of compelling reasons, it is possible to refund the Client with a part of the course fee paid both for the four-week and two-week course. If the Client presents a proof of the existence of a compelling reason and both parties agree on termination of the contractual obligation, the following applies:
  - a. SSSS shall provide the Client with a refund of 100 % of the paid course fee if the Client presents a proof of the existence of a compelling reason by 31 May of the respective year in which SSSS takes place,
  - b. SSSS shall provide the Client with a refund of 80 % of the paid course fee if the Client presents a proof of the existence of a compelling reason by 30 June of the respective year in which SSSS takes place,
  - c. if the Client presents a proof of the existence of a compelling reason after 30 June of the year in which SSSS takes place, the course fee shall not be refunded (if there is no other agreement between the Client and SSSS that would regulate it).

However, the administrative fee will not be refunded to the Client by SSSS (except for cases stated in Article X of these GTC).

5. Long-term serious health problems, attested by a doctor, are deemed to be a compelling reason. Personal and work issues of the Client are not deemed to be a compelling reason.

## **VI. Price and payment conditions**

1. The Client is obliged to pay the administrative, course and, if requested by the Client, accommodation fee by the date and in the amount stated on the following website: [www.lsss.upol.cz](http://www.lsss.upol.cz).
2. The course fee for the four-week course includes the intensive Czech language course – a total of 100 contact lessons, 20 teaching days, 5 lessons a day, series of lectures (Czech language, literature, history and culture), optional workshops, course of corrective pronunciation, study material – textbook selected by SSSS according to the Client's language level. The course fee also includes additional courses of Russian and Polish/Ukrainian, however, these courses are opened only if a minimum of 5 students signs in for the given course. If the minimal number of students for the Russian or Polish/Ukrainian course is not met, the Russian or Polish/Ukrainian course will not take place and the Client is not entitled to be refunded a part of the course fee. Furthermore, the course fee includes additional culture programme.
3. SSSS is entitled to make changes in the additional culture programme. In the event of a change of the additional culture programme, the Client is not entitled to a refund of the part of the course fee.
4. The course fee for the two-week course includes half the amount of lessons stated above and the corresponding part of the culture programme.

## **VII. Course schedule**

1. Courses take place regularly according to the schedule, which is to be found on the following website: [www.lsss.upol.cz](http://www.lsss.upol.cz)
2. Not participating in the individual lessons, lectures, workshops or the additional culture programme does not entitle the Client to a refund of any part of the course fee or provision of the abovementioned subject matters on an alternative date.
3. The Client is expected to participate regularly in lessons of the Czech language course in its full extent unless his participation is precluded by his or her medical condition or other compelling reasons. Participation in other activities of the programme (lectures, workshops, course of corrective pronunciation, additional culture programme) is voluntary.
4. If the teaching of the Czech language course cannot be provided in the planned period due to compelling reasons on the side of SSSS (e.g. illness), SSSS is entitled to choose an alternative provision of the teaching.

## **VIII. Quality of teaching and potential complaints**

1. SSSS is obliged to provide Czech or foreign teacher for the teaching of the Czech language course according to the specification of the given course.
2. SSSS is obliged to secure that the teaching will be provided on the level that complies with the language level of the given group.
3. SSSS is obliged to secure qualified teachers for the teaching that have appropriate education and experience.
4. If the Client is not content with the quality of teaching or any other subject matter provided by SSSS, he or she is required to inform SSSS of the situation immediately in writing or per email and describe the defects. The receipt of the complaint shall be confirmed by SSSS within 5 working days.
5. If the Client is a consumer, SSSS is obliged to accept the complaint also in its registered office, Křížkovského 10, Olomouc, ZIP Code 771 80 and process it with respect to the dates and means stated hereunder and pursuant to Article 19 (1) of the Act No. 634/1992 Sb., on Consumer Protection.
6. If the Client is a consumer, SSSS shall provide the Client with a written confirmation stating the date on which the right was exercised by the Client, the content of the complaint and the required settlement of the complaint. Furthermore, SSSS shall provide the Client with a confirmation stating the date and form of settlement of the complaint or written statement on the grounds for the rejection of the complaint.
7. SSSS reserves the right to review the grounds for the complaint and, in case these are found to be lawful, to propose a solution to the Client. In cases where it was found that teaching was not provided duly, SSSS shall also compensate for lessons that have already taken place, unless otherwise agreed with the Client.
8. SSSS is obliged to settle the complaint promptly, if possible, or within 3 working days. In complicated cases, when grounds for the complaint need to be reviewed in form of satisfaction surveys among other participants of the Course, lesson observation, consultation with the given teacher etc., SSSS shall settle the complaint within 10 working days from the date of receipt of the complaint.
9. Obstacles on the side of the Client are not to be reviewed as relevant grounds for the complaint (such as change in personal schedule, lost purpose of participating in the Course due to a change of circumstances that led the Client to apply for the Course).

#### **IX. Contract withdrawal (course cancellation)**

1. SSSS has the right to withdraw from the Contract
  - a. if the course, administrative and, if requested by the Client, accommodation fee is not paid within 5 days after the agreed or stipulated due date.

- b. if the Client violates the principles of peaceful civil co-existence. Should such a withdrawal arise, the Client does not have a right to be provided a refund of the paid course or administrative fee.
2. SSSS has the right to withdraw from the Contract (cancel the Course) with respect to other serious grounds even after the course has already started. Serious grounds for withdrawal include in particular the event of death of the teacher or his or her long-term inability to work, but only if SSSS is objectively not capable of securing a different teacher. In this case, SSSS will provide a refund of the course fee to the Client, or the proportionate part of the paid course fee corresponding to the number of lessons that have not taken place.
3. The withdrawal is to be done in writing and it comes into effect on the day of the receipt of the notification about the withdrawal to the other Contracting party.

#### **X. Contract withdrawal by the Client in case of a distance contract**

1. If the Contract was concluded by means of distance communication and the Client is a consumer, he or she has the right to withdraw from the Contract within 14 days without giving any reason. This period starts on the day following the day on which the given Contract was concluded (e.g. the day following the day on which the Client sent his or her application to SSSS and SSSS confirmed the receipt of this application) and it is considered observed if the withdrawal from the Contract was sent to SSSS within the given period.
2. For withdrawing from the Contract, the model withdrawal form annexed to these GTC may be used. If the Client, being a consumer, withdraws from the Contract in compliance with the conditions stated hereunder, SSSS shall provide the Client a refund of all the payments relating to this Contract that it had received from the Client without undue delay, within 14 days from the date SSSS received the withdrawal and by the same means it received the payments, if not agreed otherwise by both Contracting parties.
3. If the services stipulated hereunder have already been provided before the deadline of the 14 day period referred to in paragraph 2, it happened based on an explicit request of the Client (e.g. by an application) and the Client is therefore obliged to pay SSSS the proportionate amount of the price relevant to the services already provided to the Client.
4. If the services stipulated hereunder have already been provided to the full extent before the deadline of the 14 day period referred to in paragraph 4, it happened based on an explicit request from the Client (e.g. by an application) and the Client has therefore not the right to withdraw from the given Contract.
5. Contract withdrawal is to be addressed to the Director of SSSS.

## **XI. Personal data protection**

1. SSSS processes personal data of the Client pursuant to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – hereinafter as „Regulation“). The administrator of the given personal data is the Palacký University in Olomouc.
2. SSSS processes the following personal data: name and surname, date of birth, sex, contact address, nationality, state, email, phone number, ID number or passport number. Furthermore, SSSS processes personal data of the Client concerning study administration and results (lesson attendance, achieved results etc.). SSSS processes the abovementioned personal data pursuant to Article 6 (1) (b) of the Regulation, e.g. processing is necessary for the performance of a contract to which the Client is a contracting party or in order to take steps at the request of the Client prior to entering into a contract.
3. Furthermore, SSSS creates during the course and in a reasonable way audiovisual footage for documentation, reporting and similar purposes (photographs or audiovisual material) and releases this material to a reasonable extent (such as on the SSSS website, information brochures etc.). SSSS processes personal data collected in this manner (photographs, audiovisual material, additional information) pursuant to Article 6 (f) of the Regulation, e.g. for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, which require protection of personal data. The legitimate interest of the controller is identified in the reporting activity concerning SSSS, including the documentation of its progress.
4. Personal data of the Client are processed by SSSS only for the following purposes:
  - a. agreement administration, accounting and invoicing;
  - b. lesson administration, record keeping.
  - c. reporting and documenting the progress of the course
5. Personal data of the Client will be processed by authorized employees of SSSS. SSSS does not provide any data to third parties with an exception of the Ministry. SSSS may provide the Ministry in particular with data concerning the participation of Scholarship Holders in SSSS, including data on their presence in lessons, achieved results etc.
6. Provision of personal data is voluntary; if the Client refuses to provide the information needed, SSSS will not be able to conclude the Contract for Czech language course or

perform the obligations stated therein. SSSS shall store personal data of the Client for the time needed to process the personal data.

7. SSSS informs that duties associated with personal data protection are exercised by the Representative of Palacký University in Olomouc, Křížkovského 8, 779 00 Olomouc (contact address).
8. Information about Processing and Protection of Personal Data at Palacký University in Olomouc including a list of the Client's rights are to be found on the following website:

<https://www.upol.cz/univerzita/ochrana-osobnich-udaju/>

## **XII. Final provisions**

1. GTC are at disposal in the registered office of SSSS and online on the following website: [www.lsss.upol.cz](http://www.lsss.upol.cz).
2. By filling out the application for the Course the Client confirms that he or she has read the GTC and agrees to them. In the event of a conflict between the GTC and any information provided by SSSS, the GTC shall take precedence.
3. Any written notification addressed to the Client will be sent by SSSS exclusively to the Client's email address.
4. If any provision of the GTC becomes null and void or ceases to be enforceable, it will not affect the validity of other provisions stipulated herein.
5. SSSS and the Client agree pursuant to Article 3 (1) of the Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008, on the law applicable to contractual obligations (Rome I), or pursuant to Article 87 (1) of Act No. 91/2012 Sb., on International Personal Law, as amended, that the contractual obligation stipulated by this Contract is governed by the law of the Czech Republic, specifically Act No. 89/2012 Sb., the Civil Code, as amended.
6. Legal action made via email is also considered a written form of legal action that is referred to herein.
7. These GTC come into effect on 1 March 2019.



**Annex: Model form for a withdrawal from a distant contract**

Univerzita Palackého v Olomouci  
Filozofická fakulta Univerzity Palackého  
Letní škola slovanských studií – k rukám  
ředitele LŠSS  
Křížkovského 10  
PSČ 771 80 Olomouc  
IČ: 61989592

In ..... on .....

**Subject: Withdrawal from the distant Contract on provision of a Czech language course**

Dear Sir or Madam,

by means of an online application on the following website [www.lsss.upol.cz](http://www.lsss.upol.cz) submitted on ..... and based on the subsequent confirmation of the application I have concluded the Contract on provision of a Czech language course. The obligation of Palacký University in Olomouc, more specifically Summer School of Slavonic Studies, stipulated therein is to provide teaching of Czech language and other Slavonic languages for foreigners, additional culture programme and, if requested by the Client, accommodation and my obligation was to pay the course fee.

As this was a contract concluded by means of distant communication, I hereby use my right in compliance with Article 1829 of the Act No. 89/2012 Sb., the Civil Code, and withdraw from the abovementioned Contract within the period laid down by law.

Yours faithfully

.....

(signature)

Name and surname: .....

Address: .....