

# General Terms and Conditions of **Jipka moje jazykovka, s.r.o.**

Group Lessons

Individual Tuition

Post-Secondary-School Courses

Day Camps and Teen Weeks

Boarding Camps

# Group Lessons – Language Courses for the Public

These Terms and Conditions are issued in accordance with the Civil Code and are valid and effective as of 1 January 2025.

For the purposes of these Terms and Conditions and for the purpose of selling language and preparatory courses, *inter alia*, via the online shop located at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), the **Edua Group** means the following companies:

## **Jipka moje jazykovka, s.r.o.**

Národní 416/37, 110 00 Prague 1

Company ID No.: 27385906, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 115566

## **EDUA Languages, s.r.o.**

Na Florenci 1270/31, 110 00 Prague 1

Company ID No.: 29013372, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 159931 (hereinafter referred to as the “Provider(s)’)

For the purposes of these Terms and Conditions, the Client means the person/entity who has ordered language or other subject lessons from the Provider in the language or preparatory course specified in the relevant order.

The Provider and the Client shall hereinafter be jointly referred to as the Parties.

## **Article I. Opening Provisions**

1. The General Terms and Conditions (hereinafter also the “GTC”) form an integral part of the Contract concluded between the Client and the Provider.
2. The Contract between the Client and the Provider arises on the basis of a written order (binding application) of the Client or on the basis of a binding telephone order with the Provider. Electronic mail and the Provider’s electronic order form (hereinafter referred to as the “order”) available at [www.jipka.cz](http://www.jipka.cz) shall be deemed to be in writing.
3. The Provider is obliged to confirm the acceptance of the order in writing to the Client within two working days of the date of receipt of the order. If it fails to do so, the order is not considered accepted. Sending a confirmation email to the specified address of the Client is also deemed as the confirmation of the order.
4. The agreed conditions of the contractual relationship may only be changed or cancelled by express agreement of both Parties and on the basis of the provisions specified in these GTC.

## **Article II. Subject-Matter of the Contract**

1. The subject-matter of the Contract consists of language lessons in courses for the public organised by the Provider for the relevant period on the basis of an order (hereinafter referred to as “lessons”).

2. The language courses are divided into several types (general course, grammatical structures, conversation, preparation for exams and certificates, etc.). The descriptions of the individual courses are listed, i.e., publicly available, on the Provider's website [www.jipka.cz](http://www.jipka.cz).

### **Article III. General Provisions**

1. The Provider undertakes to meet the published terms and conditions of the lessons, especially in terms of date(s), scope of the lessons, price, quality of performance and the provided teacher(s). The terms and conditions of the lessons are published at [www.jipka.cz](http://www.jipka.cz) in the list of courses. Other obligations of the Provider are specified in other sections of these GTC.
2. The Client is obliged to pay for the ordered lessons in a due and timely manner.
3. The Client is obliged to enrol in a course that corresponds to the level of language education they have achieved. To fulfil this obligation of the Client, the Provider has prepared an online test of the relevant language, which is located at [www.jipka.cz](http://www.jipka.cz). If the Client fails to verify their language level through an online test, some of the Client's claims to file a complaint under these GTC will expire (see Article IX(6) of the GTC).

### **Article IV. Timeframe and Organisation of Lessons**

1. In the case of one-semester courses, the lessons take place once or twice a week in 16 or 32 lesson units per semester. In the case of two-semester courses, the lessons take place once or twice a week in 32/64 lesson units over two semesters. The length of a lesson unit is 90 minutes, unless otherwise stated in the course specifications.
2. Unless otherwise stipulated, no lessons take place on public holidays. This fact has already been taken into account when calculating the course fee.
3. The start of courses is specified in the current offer of language courses on the Provider's website [www.jipka.cz](http://www.jipka.cz).
4. The Provider reserves the right to postpone the start and end of the course by 1-2 weeks if this is necessary for technical reasons.
5. In the case of language courses held during the summer holidays, the timeframe of the courses is different from the semester courses and is always given in the course specifications.
6. In the event that it is impossible to provide the agreed lessons for serious reasons, the Provider is entitled to choose an alternative method of such lessons. The Client will be notified thereof in advance.
7. The Provider reserves the right to cancel a course due to not having the minimum required number of students in the course (the minimum number of students is four (4)). The Provider is obliged to inform the Client thereof no later than three (3) working days before the start of the course. The Provider is obliged to offer the Client an alternative solution (the possibility of attending another course, using the course fee paid for individual tuition, or refunding the course fee). The course fee is fully refundable in such a case.

### **Article V. Course Fees**

1. The price for the respective language course (hereinafter referred to as the "course fee") is determined according to the price list of language courses of the Provider published at [www.jipka.cz](http://www.jipka.cz) and is specified in the Client's order (according to the specifications of the chosen course).
2. The course fee includes the appropriate number of lesson units (according to the course specifications), teaching materials other than the textbook, and the use of teaching aids and classroom equipment.

3. The course fee is always stated including the relevant VAT rate.
4. In the event that the Client agrees with the Provider to change the course, e.g., for the reason specified in Article IV(7) of these GTC, the Client may use the course fee paid within a maximum of one year from the date on which the original course was to start, unless another time limit is agreed in writing with the Provider.

## **Article VI. Terms of Payment**

1. Prior to the start of a semester course, the Client is obliged to pay to the Provider an advance of at least 50 % of the course fee within five (5) working days of ordering, i.e., signing the binding order or sending it online on the website [www.jipka.cz](http://www.jipka.cz). The Client is obliged to pay the balance of the course fee within two weeks of the start of the course at the latest. The Client must pay at least 50 % of the course fee before the start of the course.
2. In the case of intensive language courses (scheduled to last one month or less), the Client is obliged to pay the course fee in full before the start of the course.
3. In case the Client requires the application of any of the offered discounts (see Article VII of the GTC), the Client is obliged to communicate that requirement in advance and to submit a relevant document (ISIC card, discount voucher, etc.). The discount cannot be applied retroactively.
4. The course fee can be paid in the following ways: by payment card at the Provider's office, by payment card online, by bank transfer, by gift voucher, with benefit vouchers or via benefit schemes.
  - a. Payment by card at the Provider's office – Payment by card at the Provider's office may be made by the Client at any of the Provider's establishments regardless of whether the course in question is offered by that particular branch office. The opening hours of the individual establishments are published on the website [www.jipka.cz](http://www.jipka.cz) in the "Contacts" section.
  - b. Online payment by card – Payment can be made through the e-shop at [www.jipka.cz](http://www.jipka.cz). After the order has been confirmed, the Client will be redirected to an online payment gateway to make the payment. No discount can be applied when paying by card online. When the Client pays by card online, the Provider has no access to the Client's bank details.
  - c. Payment by bank transfer – In this form of payment, the Client will be issued an invoice (tax document) for the full amount of the order. The Client is obliged to settle each invoice by its due date. If the payer is a legal entity, the Client is obliged to indicate the Company ID No. and the registered office of that legal entity.
  - d. Payment by gift voucher – When paying by gift voucher, the Client is obliged to personally appear at the Provider's establishment and present the gift voucher to the Provider's authorised employee. The employee will keep the voucher and the voucher will serve as payment.
  - e. Payment with benefit vouchers – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz), or is available on request at all the Provider's establishments. In the case of payment via these vouchers, none of the discounts offered can be applied.
  - f. Payment via benefit schemes – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz), or is available on request at all the Provider's establishments. The method of payment via these schemes is governed by the terms and conditions of each intermediary of such a scheme. In the case of payment via these schemes, none of the discounts offered can be applied.

5. At the Client's request, the Provider will issue a tax receipt for the course fee in the appropriate amount (according to the type of course).
6. If either Party fails to make any payment to the other Party in a due and timely manner, it shall pay default interest to the other Party in the amount of 0.1 % of the amount due for each commenced day of delay. In the case of late payment, the payment is first used to settle the default interest and the remaining part for the actual debt (principal). If either Party is more than 30 days late with payment, the other Party is entitled to charge the Party in default a one-time contractual penalty of CZK 500.

### **Article VII. Course Fee Discounts**

1. A list of the current discounts offered is available at [www.jipka.cz](http://www.jipka.cz).
2. None of the discounts offered by the Provider can be applied retroactively and the discounts cannot be added together unless otherwise specified.
3. None of the discounts offered can be applied when paying with benefit vouchers, employee benefits or gift vouchers, unless otherwise stated.
4. The Provider is not obliged to notify the Client of the possibility of using a discount.

### **Article VIII. Quality of Lessons and Teachers**

1. The Provider undertakes to provide a Czech or foreign teacher to teach the course according to the specifications of each course. The Provider reserves the right to replace the teacher.
2. The Provider undertakes that the lessons will take place on the specified days and at the specified times.
3. The Provider undertakes to ensure that the lessons are conducted at the level indicated in the course specifications, taking into account the language level of the group in question at the teacher's discretion.
4. The Provider undertakes to procure quality teachers for the lessons who have the necessary qualifications and experience.
5. The Provider undertakes to comply with the maximum limit for the number of students per course as follows:
  - general language courses, grammar structure courses, third-age courses, children's courses, business language courses and international exam preparation courses – a maximum capacity of 12 students per course;
  - conversation courses – a maximum capacity of 8 students per course;
  - courses designated as "mini-courses" – a maximum capacity of 5 students per course.
6. The minimum number of students in a course is four (4), unless otherwise specified by the Provider. In the event that at least four (4) clients do not book a course and duly pay the course fee, the course will not be held, in accordance with Article IV(7) of the GTC.

### **Article IX. Complaints**

1. If the Client is dissatisfied with the quality of the lessons, they are obliged to inform the Provider thereof in writing, e.g., by email or via the complaint form available on request at the Provider's establishment and on the website [www.jipka.cz](http://www.jipka.cz) (this can be sent by email or submitted in person at the office).
2. Complaints about the course can be made no later than the beginning of the third lesson unit after the start of the course, of which the Client is aware and to which the Client agrees. If the Client missed the first lesson units, the deadline for submitting a complaint will not be postponed. Claims arising from liability for problems/defects shall expire if filed late.

3. The Provider shall confirm receipt of the electronic complaint form within two (2) working days at the latest.
4. The Provider reserves the right to examine the reasons for the complaint and, if it finds the complaint justified, to propose a solution to the Client, e.g., in the form of a transfer to another course, transfer to individual tuition, carrying the paid course fee over to the next semester, or refunding the course fee to the Client – the choice of such a solution is always up to the Provider (in all cases, a refund shall mean the refund of an adequate part of the course fee, i.e., after deducting the amount for the lessons (lesson units) that have already taken place).
5. The Provider, or an employee authorised by the Provider, undertakes to decide on the complaint immediately, if possible, or within five (5) working days. In complex cases where it is necessary to check the reasons for the complaint, e.g., in the form of distribution of satisfaction questionnaires to other course participants, observation of a lesson, consultation with the teacher, etc., the Provider shall decide no later than four (4) weeks from the delivery of the complaint.
6. The guarantee of the right level of the course, i.e., the possibility of a complaint by the Client with regard to the suitability of the course chosen by the Client in relation to their existing language knowledge, applies only if the Client has completed the online test available at [www.jipka.cz](http://www.jipka.cz) before ordering the relevant course and has enrolled in the course according to the result of that test. In the event of a complaint by a Client who has enrolled in the course without completing the online test or has enrolled in a course of a different level than the one achieved in that test, the Provider is entitled to reject the complaint immediately. The Provider undertakes to decide on complaints within the time limits specified in Article IX(5) of the GTC.
7. Obstacles arising on the part of the Client will not be acknowledged as a relevant reason for complaint. These include, above all, a change in the Client's time possibilities or the loss of the reason to attend the course with regard to a change of circumstances under which the Client signed up.
8. Cancellation of a lesson by the Provider will not be recognised as a relevant reason for complaint, either. However, the Provider undertakes to provide an alternative date and time of the lesson or to adequately extend the duration of the course.
9. The Provider is not liable for non-fulfilment of obligations arising from the Contract which occurred as a result of force majeure.
10. The Client is not entitled to a refund of the course fee in the event of obstacles arising on the Client's part, which prevent them from due attendance (change in the time possibilities of the Client or other circumstances under which they signed up for the course). In such a case, the Provider does not lose the right to receive payment of the course fee balance in full.

#### **Article X. Breach of the Contract, Change of the Contract, Withdrawal from the Contract**

1. In the event of withdrawal of the Client from the Contract (cancellation) before the start of the course, i.e., after signing a binding order (application) but before the actual start of the course (lessons), the Client is obliged to pay to the Provider the course fee of 50 %, and is not obliged to pay the remaining 50 % of the course fee. Upon the Client's withdrawal from the Contract (cancellation) after the start of the course, i.e., after the first lesson unit (lesson), the Provider is entitled to a balance payment of the course fee, i.e., the remaining 50 % of the course fee; in such a case, the Client is obliged to pay to the Provider the course fee in full.
2. The Client is not entitled to a refund of the course fee in the event of obstacles arising on the Client's part, which prevent them from due attendance (change in the time

possibilities of the Client or other circumstances under which they signed up for the course). In such a case, the Provider does not lose the right to receive payment of the course fee balance in full.

3. In case of sudden health complications lasting more than six (6) weeks, the Client is entitled to interrupt the course and have an adequate part of the course fee transferred to the next semester or to individual tuition. Such a circumstance must be proven to the Provider with relevant medical documentation (sick leave certificate, etc.) as soon as possible, i.e., within two weeks of the interruption of the course. In the event that the Client fails to provide the Provider with such medical documentation within the time limit specified in the previous sentence, the Client shall not be entitled to a refund of an adequate part of the course fee pursuant to this paragraph.
4. In the case of electronic registration for the course (i.e., by filling in the course order via the e-shop located on the website [www.jipka.cz](http://www.jipka.cz)), the Client, if a consumer, has the right to withdraw from the Contract without giving a reason within 14 days. That time limit begins to run on the day following the day on which the Contract was concluded (i.e., on the day following the day when the Client sent their order to the Provider and the Provider confirmed the receipt of the order) and it shall be deemed sufficient in order to comply with that time limit if the notice of withdrawal from the Contract was sent to the Provider before the expiry of that time limit. The model withdrawal form attached to these Terms and Conditions may be used to withdraw from the Contract, but it is not mandatory. If the Client withdraws from the Contract in accordance with the above conditions, the Provider shall refund to the Client without undue delay, no later than 14 days from the date on which the Provider received the notice of withdrawal from the Contract, any and all payments received from the Client in connection with this Contract, in the same way as the Provider received such payments, unless the Parties agree otherwise.
5. In the event that the provision of services has already begun before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 4 above, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client is obliged to pay to the Provider a proportionate part of the course fee corresponding to the price of the services already provided to the Client.
6. In the event that, before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 4 above, the ordered services have already been provided to the Client in full, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client has no right to withdraw from the Contract in accordance with paragraph 4 above.
7. After the expiration of the above-mentioned 14-day time limit, the right to withdraw from the Contract concluded via the e-shop at [www.jipka.cz](http://www.jipka.cz) expires.
8. The Client must always send any request for a change to the Contract as well as any notice of withdrawal from the Contract to the Provider in writing, i.e., by email or by filling in the relevant form at the Provider's branch office. The request to change the Contract is considered accepted for consideration upon its delivery to the Provider; the Provider undertakes to confirm the receipt of the request no later than within 48 hours of receipt. Withdrawal from the Contract is effective upon the delivery to the Provider.
9. The Provider reserves the right to reject or subsequently expel from the course any Client who violates the basic principles of civil coexistence or any Client who turns out to be objectively unable to take part in and cope with the lessons. In the event of a subsequent expulsion, the Client is entitled to a refund of the course fee to the extent of the lessons that the Client has not attended.

## Article XI. Personal Data of the Client

1. The Client who is a natural person makes their personal data available to the Provider by sending or signing the order: first name, surname, date of birth, address of residence/registered office, email address and telephone number and, in the case of natural persons doing business, the Company ID No. By signing or sending the order, the Client confirms that the personal data provided by them is accurate and true. If there is a change in the personal data, the Client is obliged to notify the Provider of such a change, no later than seven (7) days thereafter.
2. In the event that the Client is not a course participant and ordered the course/lessons for a third party or if the order is signed or sent by the legal guardian of a course participant who is under 18 years of age, the legal guardian or the Client who ordered the course/lessons for a third party declares that they have the right to use the personal data of the course participant and provide it to the Provider and that the personal data so provided is true. In the event that this declaration proves to be untrue, the Provider has the right to demand compensation for damage from the person who has signed or sent the order.
3. In this contractual relationship, the Provider is a personal data controller and undertakes to handle the Client's personal data in accordance with applicable legislation, especially with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as the "GDPR").
4. In accordance with Article 6(1)(b) of the GDPR, the Provider is entitled to process the provided personal data for the purpose of concluding and fulfilling the Contract. Refusal to provide the personal data shall prevent the conclusion of the Contract. Furthermore, the Provider is entitled to process personal data provided in connection with the performance of the Contract due to a legitimate interest, for the purposes of direct marketing, i.e., sending the Provider's commercial communications.
5. The Client acknowledges that the processing of the Client's personal data according to the previous paragraph does not require the Client's consent.
6. The Provider confirms that it is aware that, in accordance with the applicable legislation, the Client has the following rights:
  - right to access personal data consisting in the right to obtain from the data controller a confirmation of whether they process personal data concerning the Client or the course participant and information on the purpose of the processing, the category of personal data, the period of processing and other information according to Article 15 of the GDPR,
  - right to have inaccurate personal data rectified pursuant to Article 16 of the GDPR,
  - right to have personal data erased if the purpose for which it was collected has ceased to exist, or if the Client has revoked their consent to the processing of personal data, or if the personal data has been collected unlawfully, and for other reasons set out in Article 17 of the GDPR,
  - right to restrict processing consisting in the Client denying the accuracy of the personal data or raising an objection to processing, and in other cases referred to in Article 18 of the GDPR,
  - right to data portability consisting in the Client having the right to obtain the personal data provided to the data controller in a structured, commonly used and machine-readable format and the right to transfer such data to another data controller under the conditions set out in Article 20 of the GDPR,
  - right to object to the processing of personal data pursuant to Article 21 of the GDPR, and

- right to lodge a complaint with the Office for Personal Data Protection.

7. The Client declares that they have been sufficiently informed about their rights with regard to data protection.
8. The Client acknowledges that the Provider may assign personal data processing to third parties as processors.
9. The Provider undertakes to take measures to prevent unauthorised or accidental access to the Client's personal data, its change, destruction or loss, unauthorised transfers, other unauthorised processing, as well as other misuse of personal data, and undertakes to ensure this in the case of any data processor whom the Provider entrusts with the processing.
10. The Provider shall ensure, to the extent required by applicable laws and regulations, that its employees and other persons working with the Client's personal data are sufficiently informed about the fact that such data must be kept and protected in accordance with the GDPR and not provided to third parties.
11. If necessary, the Client is entitled to contact the Provider's Data Protection Officer at: [poverenec@eduagroup.cz](mailto:poverenec@eduagroup.cz).
12. The processing of the Client's personal data will take place for the duration of the Contract concluded on the basis of the order. The Provider undertakes to erase the processed personal data without undue delay after the termination of the Contract, but no later than within one (1) month thereafter, except for certain data retention in the legitimate interest of the Provider in the event of a dispute with the Client.
13. The Provider declares that the processing of personal data is carried out in accordance with the GDPR. The processing of personal data takes place within the European Union, or on the basis of the EU Commission's decision on the so-called "EU-U.S. Data Privacy Framework", i.e., the Privacy Framework negotiated between the European Union and the United States, for companies based outside the European Union that have registered to the Framework and have committed to provide adequate protection and processing of personal data in accordance with the GDPR.

### **Article XII. Out-of-Court Settlement of Consumer Disputes**

1. In the event that a consumer dispute arises between the Provider and the Client, who is a consumer, under the Contract for the provision of language lessons concluded on the basis of an order from the Client, which cannot be resolved by mutual agreement, the Client-consumer may submit a proposal for out-of-court settlement of such a dispute to the designated consumer dispute resolution body, which is:

#### **Central Inspectorate – the ADR Department**

Štěpánská 15  
120 00 Prague 2  
Email: [adr@coi.cz](mailto:adr@coi.cz)  
Web: [adr.coi.cz](http://adr.coi.cz)

The Client-consumer may also use the platform for online dispute resolution, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

### **Article XIII. Final Provisions**

Unless these GTC or the agreements of the Parties stipulate otherwise, the legal relations between the Parties are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

**ANNEX**

[Model form for consumers withdrawing from the Contract pursuant to Section 1829 et seq. of the Civil Code.](#)

# Individual Language and Preparatory Courses

These Terms and Conditions are issued in accordance with the Civil Code and are valid and effective as of 1 January 2025.

For the purposes of these Terms and Conditions and for the purpose of selling language and preparatory courses, *inter alia*, via the online shop located at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), the **Edua Group** means the following companies:

## **Jipka moje jazykovka, s.r.o.**

Národní 416/37, 110 00 Prague 1

Company ID No.: 27385906, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 115566

## **EDUA Languages, s.r.o.**

Na Florenci 1270/31, 110 00 Prague 1

Company ID No.: 29013372, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 159931 (hereinafter referred to as the "Provider(s)")

For the purposes of these Terms and Conditions, the Client means the person/entity who has ordered language or other subject lessons from the Provider in the language or preparatory course specified in the relevant order.

The Provider and the Client shall hereinafter be jointly referred to as the Parties.

## **Article I. Opening Provisions**

1. The General Terms and Conditions (hereinafter also the "GTC") form an integral part of the Contract concluded between the Client and the relevant Provider.
2. The Contract between the Client and the Provider is based on a written order (binding application). An order sent by email and the order form on the website [www.jipka.cz](http://www.jipka.cz) or [www.tutor.cz](http://www.tutor.cz) are also considered to be in writing.
3. The Provider is obliged to confirm receipt of the order in writing within one working day of its delivery. If it fails to do so, the order is not considered accepted. Sending of a confirmation email to the address of the Client, the delivery of a copy of the order to the Client or the delivery of a receipt of payment of the course fee is also considered a confirmation of the order.
4. The agreed conditions of the contractual relationship may only be changed or cancelled by express agreement of both Parties and on the basis of the provisions specified in these GTC.

## **Article II. Subject-Matter of the Contract**

1. The subject-matter of the Contract is the teaching of languages or other subjects in individual language or preparatory courses (hereinafter referred to as "lessons").

2. The focus of the language or preparatory course is determined by the Client. In the case of specialised packages, the focus of the course is determined at the time of placing the order and cannot be changed during the course.

### **Article III. General Provisions**

1. The Provider undertakes to meet the terms and conditions of the lessons as ordered, especially in terms of date(s), scope of the lessons, price, quality of performance and the provided teacher(s). Other obligations of the Provider and the Client are specified in other sections of these Terms and Conditions.
2. The Client is obliged to accept the ordered lessons and to pay for them in a due and timely manner.

### **Article IV. Timeframe and Organisation of Lessons**

1. The lessons take place on the days and at the times according to the order. The length of a lesson is 60 or 90 minutes, unless otherwise stated in the order.
2. The Provider shall arrange for a teacher to be provided to the Client without undue delay, but no later than 30 days after the payment of the advance (see Article VI(1) of the GTC), unless the Parties agree otherwise. The Provider reserves the right to postpone the start of the course by one (1) week if this is necessary for technical or operational reasons.
3. In the event that it is impossible to provide the agreed lessons for serious reasons, the Provider is entitled to choose an alternative method of such lessons after prior agreement with the Client.
4. Each individual order (including the purchase of a new package of lessons) is valid for one (1) calendar year from the date of ordering. All prepaid lessons under that order must be used within that time limit. Lessons that are not used and that are taught in languages not supported by the System of Effective Substitutions (according to Article IX(2) of these GTC) will be forfeited after the expiry of that time limit and the Client will not be entitled to those lessons any longer.

The System of Effective Substitutions only applies to language courses ordered at [www.jipka.cz](http://www.jipka.cz), not preparatory courses.

### **Article V. Course Fees**

1. The price for the relevant course (hereinafter referred to as the "course fee") is determined on the basis of an individual order of the Client according to the specifications and price variant of the course. The course fee is exempt from VAT in the case of language courses. Individual preparatory courses in subjects such as mathematics, Czech and others are not exempt and are subject to 21% VAT. The price includes VAT.
2. The course fee includes the appropriate number of lessons (according to the order specifications), teaching materials other than the textbook, and the use of teaching aids and classroom equipment. The possibility of using the Provider's classrooms is determined according to the Provider's current available capacity. The Provider is not obliged to provide the Client with a classroom for use.
3. The course fee includes the teacher's travel expenses only if this is stated in the Provider's price list published on the Provider's website. The teacher's travel expenses are always deemed included in the course fee if the lessons take place at the Provider's branch offices; in the case of Prague, the course fee including travel expenses is divided by location (location A and location B). In the event that the Client chooses a location for the lessons where the travel expenses are not included in the course fee, the Provider will calculate the specific amount of the travel expenses

based on the Client's order and communicate it to the Client by email. If the Client does not confirm the amount of the travel expenses by email, no contract is deemed concluded and the Client's order shall be cancelled.

## **Article VI. Terms of Payment**

1. The Client is obliged to pay an advance of CZK 1,000 within five (5) days of ordering the language or preparatory course. Upon payment of that advance, the order is considered binding and the Provider will start the selection of a suitable teacher according to the Client's requirements or according to the specialisation of the package in question.
2. The Client is obliged to pay the course fee balance by the start of the course at the latest. The course fee must be paid in full prior to the start of the course.
3. The course fee can be paid in the following ways: by payment card at the Provider's office, by bank transfer, by gift voucher, with benefit vouchers or via benefit schemes.
  - a. Payment by card at the Provider's office – The Client can make payment at the branch office Karlínské náměstí 8, Prague 8 – Karlín. The opening hours are published on the website [www.jipka.cz](http://www.jipka.cz) in the "Contacts" section.
  - b. Payment by bank transfer – In this form of payment, the Client will be issued an invoice (tax document) for the full amount of the order. The Client is obliged to settle each invoice by its due date. In the case of this form of payment, the Client is obliged to provide the Provider with the Client's date of birth and address of permanent or temporary residence. If the payer is a legal entity, the Client is obliged to indicate the Company ID No. and the registered office of that legal entity.
  - c. Payment via benefit schemes – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz), or is available on request at the Provider's branch office. The method of payment via these schemes is governed by the terms and conditions of each intermediary of such a scheme. Payment with benefit vouchers cannot be combined with any type of discount.
4. The Provider will issue a tax receipt for the course fee in the appropriate amount (depending on the type of order) at the time of ordering the course, i.e., after the Client has signed the binding application form or after the Client has paid the order, and will provide the tax receipt to the Client upon request.
5. If either Party fails to make any payment to the other Party in a due and timely manner, it shall pay default interest to the other Party in the amount of 0.1 % of the amount due for each commenced day of delay. In the case of late payment, the payment is first used to settle the default interest and the remaining part for the actual debt (principal). If either Party is more than 30 days late with payment, the other Party is entitled to charge the Party in default a one-time contractual penalty of CZK 500.
6. If the lessons take place at the weekend or between 10:00 p.m. and 6:00 a.m., the Client is obliged to pay an additional 25 % of the total price of the ordered package. The Provider shall always issue an invoice at the beginning of the following month for the additional payment for the lessons held on the above-mentioned days and times. The increased amount is calculated on the price of the package or lesson last purchased.

## **Article VII. Course Fee Discounts**

1. There are no discounts for individual language and preparatory courses.

## **Article VIII. Quality of Lessons and Teachers**

1. The Provider undertakes to provide a Czech teacher or native speaker for the lessons according to the specifications of the order.
2. The Provider undertakes that the lessons will take place on the specified days and at the specified times.
3. The Provider undertakes to procure teachers whom it considers to be of high quality and who, in the Provider's opinion, are capable of teaching at an appropriate level.

## **Article IX. Lesson Cancellation Policy**

1. The Client and the Provider, i.e., the teachers, are obliged to notify their absence from a lesson at least 24 hours before its start.
2. The Provider Jipka moje jazykovka, s.r.o. operates a System of Effective Substitutions for predefined supported languages (as of the date of the course order, these are English, German and Czech for foreigners), which generally means automatic substitutions for properly and timely cancelled lessons of languages supported by the System of Effective Substitutions, whereby the Client chooses a substitute lesson from the Provider's offer when cancelling a lesson. Detailed terms and conditions of the System of Effective Substitutions are published at: <https://www.jipka.cz/individualni-vyuka-jazyku/sen/>.
3. If the Provider provides the Client with foreign language lessons not supported by the System of Effective Substitutions, the Client may cancel a maximum of 25 % of the lessons scheduled in a given month (if 25 % equals less than 1 lesson, the Client may cancel 1 lesson in a given month). Any lesson cancelled by the Client in excess of the agreed 25 % shall be considered held and the Provider shall be entitled to deduct these lessons from the prepaid budget. This lesson cancellation policy shall not apply to the previously scheduled interruption of teaching in the months of July and August.
4. If the Client does not meet the deadline for cancelling the lesson according to paragraph 1 of this Article or does not notify their absence at all, the lesson shall be considered held. If the Client cancels a lesson with more than 24 hours' notice, the lesson will be held at another time in agreement with the teacher, or the Client will choose a substitute lesson according to the rules of the System of Effective Substitutions as per paragraph 2 of this Article.
5. If the reason for not holding a lesson is the non-attendance of the teacher, the lesson will be taught by the relevant teacher at a different time or the Provider will provide another teacher or the lesson will take place in an alternative way, e.g., online video conference, etc. with the original teacher or a substitute teacher, whereby such a procedure is only possible upon prior agreement with the Client. Any costs associated with the transition to another type of teaching for the above reasons shall be borne by each Party separately.

## **Article X. Complaints**

1. If the Client is dissatisfied with the quality of the lessons, they are obliged to inform the Provider thereof in writing via the complaint form available on request at the Provider's branch office where the respective course is taught (this can be sent by email or submitted in person at the office).
2. Complaints can be made no later than the beginning of the third lesson after the start of the course, of which the Client is aware and to which the Client agrees. In justified

cases, a complaint can be made after that deadline. Claims arising from liability for problems/defects shall expire if not filed in a due and timely manner.

3. The Provider shall confirm receipt of the electronic complaint form within two (2) working days at the latest.
4. The Provider reserves the right to examine the reasons for the complaint and propose an alternative solution to the Client, most often in the form of a replacement of the teacher.
5. The Provider, or an employee authorised by the Provider, undertakes to decide on the complaint immediately, if possible, or within five working days of receipt of the complaint. The complaint, including the removal of the problem/defect, must be settled without undue delay, i.e., within two weeks of the date of the complaint at the latest, unless the Client and the Provider have agreed on a longer time limit.
6. Obstacles arising on the part of the Client will not be acknowledged as a relevant reason for complaint. These include, above all, a change in the Client's time possibilities or the loss of the reason to attend the course with regard to a change of circumstances under which the Client signed up.
7. Cancellation of a lesson by the Provider will not be recognised as a relevant reason for complaint, either. However, the Provider undertakes to arrange for a substitute lesson in accordance with Article IX of these GTC.
8. The Provider is not liable for non-fulfilment of obligations arising from the Contract which occurred as a result of force majeure.

#### **Article XI. Breach of the Contract, Change of the Contract, Withdrawal from the Contract**

1. In the event that the Client withdraws from a course before its start, i.e., after signing the binding application form and paying an advance of CZK 1,000, but before the actual start of the course (lessons), the advance paid is non-refundable.
2. If the Client withdraws from the course after the course has started, i.e., after the first lesson, the Provider is entitled to a cancellation fee of 50 % of the course fee balance; i.e., if the Client has duly paid the course fee in full, the Provider will refund to the Client the amount corresponding to 50 % of the paid course fee less the advance of CZK 1,000, which is non-refundable.
3. The Client is not entitled to a refund of the course fee in the event of obstacles arising on the Client's part during the course, which prevent them from due attendance (change in the time possibilities of the Client or other circumstances under which they signed up for the course). In such a case, the Provider does not lose the right to receive payment of the course fee balance in full. However, in that case the course fee may be carried over to the next period, or different dates for the course may be agreed with the Provider. If the Client insists on withdrawing from the course, the cancellation policy according to Article IX(2) of the GTC shall apply.
4. In the event of a transfer of the course fee to the next period according to Article XI of the GTC, the Client is obliged to use the remaining amount within 12 months of ordering the course.
5. In the case of an electronic order (i.e., ordering a course via email and the form on the website [www.jipka.cz](http://www.jipka.cz) or [www.tutor.cz](http://www.tutor.cz)), the Client, if a consumer, has the right to withdraw from the Contract without giving any reason within 14 days. That time limit begins to run on the day following the day on which the Contract was concluded (i.e., on the day following the day when the Client sent their order to the Provider and the Provider confirmed the receipt of the order) and it shall be deemed sufficient in order to comply with that time limit if the notice of withdrawal from the Contract was sent to the Provider before the expiry of that time limit. The model withdrawal form attached to

these GTC may be used to withdraw from the Contract, but it is not mandatory. If the Client withdraws from the Contract in accordance with the above conditions, the Provider shall refund to the Client without undue delay, no later than 14 days from the date on which the Provider received the notice of withdrawal from the Contract, any and all payments received from the Client in connection with this Contract, in the same way as the Provider received such payments, unless the Parties agree otherwise.

6. In the event that the provision of services has already begun before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 5 above, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client is obliged to pay to the Provider a proportionate part of the course fee corresponding to the price of the services already provided to the Client.
7. In the event that, before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 5 above, the ordered services have already been provided to the Client in full, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client has no right to withdraw from the Contract in accordance with paragraph 5 above.
8. After the expiration of the aforementioned 14-day time limit, the Client shall not have the right to withdraw from the Contract on the basis of its conclusion by means of remote communication (electronic communication).
9. In case of sudden health complications lasting more than six (6) weeks, the Client is entitled to interrupt the course and have an adequate part of the course fee transferred to the next period(s). Such a circumstance must be proven by the Client with relevant medical documentation (sick leave certificate, etc.) as soon as possible, i.e., within two weeks of the interruption of the course. In the event that the Client is in default in proving the circumstance referred to in the previous sentence, that circumstance shall be disregarded, of which the Client is aware and to which the Client agrees.
10. The Client must always send any request for a change to the order as well as any notice of withdrawal from the Contract to the Provider in writing, i.e., by email or by filling in the relevant form at the Provider's office where the course is held. A request to change the order is considered accepted if the Provider has confirmed its receipt in writing. The Provider undertakes to confirm receipt within 48 hours of receipt at the latest. Withdrawal from the Contract is effective upon the delivery to the Provider.

## **Article XII. Personal Data of the Client**

1. The Client who is a natural person makes their personal data available to the Provider by sending or signing the order: first name, surname, date of birth, address of residence/registered office, email address and telephone number and, in the case of natural persons doing business, the Company ID No. By signing or sending the order, the Client confirms that the personal data provided by them is accurate and true. If there is a change in the personal data, the Client is obliged to notify the Provider of such a change, no later than seven (7) days thereafter.
2. In the event that the Client is not a course participant and ordered the course/lessons for a third party or if the order is signed or sent by the legal guardian of a course participant who is under 18 years of age, the legal guardian or the Client who ordered the course/lessons for a third party declares that they have the right to use the personal data of the course participant and provide it to the Provider and that the personal data so provided is true. In the event that this declaration proves to be untrue, the Provider has the right to demand compensation for damage from the person who has signed or sent the order.

3. In this contractual relationship, the Provider is a personal data controller and undertakes to handle the Client's personal data in accordance with applicable legislation, especially with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as the "GDPR").
4. In accordance with Article 6(1)(b) of the GDPR, the Provider is entitled to process the provided personal data for the purpose of concluding and fulfilling the Contract. Refusal to provide the personal data shall prevent the conclusion of the Contract. Furthermore, the Provider is entitled to process personal data provided in connection with the performance of the Contract due to a legitimate interest, for the purposes of direct marketing, i.e., sending the Provider's commercial communications.
5. The Client acknowledges that the processing of the Client's personal data according to the previous paragraph does not require the Client's consent.
6. The Provider confirms that it is aware that, in accordance with the applicable legislation, the Client has the following rights:
  - right to access personal data consisting in the right to obtain from the data controller a confirmation of whether they process personal data concerning the Client or the course participant and information on the purpose of the processing, the category of personal data, the period of processing and other information according to Article 15 of the GDPR,
  - right to have inaccurate personal data rectified pursuant to Article 16 of the GDPR,
  - right to have personal data erased if the purpose for which it was collected has ceased to exist, or if the Client has revoked their consent to the processing of personal data, or if the personal data has been collected unlawfully, and for other reasons set out in Article 17 of the GDPR,
  - right to restrict processing consisting in the Client denying the accuracy of the personal data or raising an objection to processing, and in other cases referred to in Article 18 of the GDPR,
  - right to data portability consisting in the Client having the right to obtain the personal data provided to the data controller in a structured, commonly used and machine-readable format and the right to transfer such data to another data controller under the conditions set out in Article 20 of the GDPR,
  - right to object to the processing of personal data pursuant to Article 21 of the GDPR, and
  - right to lodge a complaint with the Office for Personal Data Protection.
7. The Client declares that they have been sufficiently informed about their rights with regard to data protection.
8. The Provider undertakes to take measures to prevent unauthorised or accidental access to the Client's personal data, its change, destruction or loss, unauthorised transfers, other unauthorised processing, as well as other misuse of personal data, and undertakes to ensure this in the case of any data processor whom the Provider entrusts with the processing.
9. The Provider shall ensure, to the extent required by applicable laws and regulations, that its employees and other persons working with the Client's personal data are sufficiently informed about the fact that such data must be kept and protected in accordance with the GDPR and not provided to third parties.
10. If necessary, the Client is entitled to contact the Provider's Data Protection Officer at: [poverenec@eduagroup.cz](mailto:poverenec@eduagroup.cz).

11. The processing of the Client's personal data will take place for the duration of the Contract concluded on the basis of the order. The Provider undertakes to erase the processed personal data without undue delay after the termination of the Contract, but no later than within one (1) month thereafter, except for certain data retention in the legitimate interest of the Provider in the event of a dispute with the Client.

### **Article XII. Out-of-Court Settlement of Consumer Disputes**

1. In the event that a consumer dispute arises between the Provider and the Client, who is a consumer, under the Contract for the provision of language lessons concluded on the basis of an order from the Client, which cannot be resolved by mutual agreement, the Client-consumer may submit a proposal for out-of-court settlement of such a dispute to the designated consumer dispute resolution body, which is:

#### **Czech Trade Inspection Authority**

Central Inspectorate – the ADR Department  
Štěpánská 15  
120 00 Prague 2  
Email: adr@coi.cz  
Web: adr.coi.cz

The Client-consumer may also use the platform for online dispute resolution, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

### **Article XIII. Final Provisions**

Unless these Terms and Conditions or the agreements of the Parties stipulate otherwise, the legal relations between the Parties are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

#### **ANNEX**

[Model form for consumers withdrawing from the Contract pursuant to Section 1829 et seq. of the Civil Code.](#)

# Post-Secondary-School Courses

These Terms and Conditions are issued in accordance with the Civil Code and are valid and effective as of 1 January 2025.

For the purposes of these Terms and Conditions and for the purpose of selling language courses, *inter alia*, via the online shop located at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), the **EDUA Group** means the following companies:

Jipka moje jazykovka, s.r.o.

Národní 416/37, 110 00 Prague 1

Company ID No.: 27385906, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 115566

EDUA Languages, s.r.o.

Na Florenci 1270/31, 110 00 Prague 1

Company ID No.: 29013372, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 159931 (hereinafter referred to as the "Provider(s)")

For the purposes of these Terms and Conditions, the Client means the person/entity who has ordered language lessons from the Provider in the language course specified in the relevant order and the Provider means one of the aforesaid Providers who has confirmed the Client's order.

The Provider and the Client shall hereinafter be jointly referred to as the Parties.

## Article I. Opening Provisions

1. The General Terms and Conditions (hereinafter also the "GTC") form an integral part of the Contract concluded between the Client and the relevant Provider.
2. Course booking – The Provider offers the possibility for the Client to book a course. In case the Client books a course via the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz), hereinafter referred to as the "booking form", the booking is not binding until 30 June of the same calendar year. Until that date, the Client can cancel the course booking without any charge. The Client shall not be subject to the provisions of Article VII. Terms of Payment. After the aforesaid date (30 June), the booking shall become an order (binding application) and shall be subject to the GTC of the post-secondary-school courses. The Client will be informed of this in writing at least three (3) days before the expiry of the booking.
3. The Contract between the Client and the Provider arises on the basis of a written order (binding application) of the Client or on the basis of a binding telephone order with the Provider. Electronic mail and the Provider's electronic order form (hereinafter referred to as the "order") available at [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz) shall be deemed to be in writing.
4. The Provider is obliged to confirm the acceptance of the order in writing to the Client within two working days of the date of receipt of the order. If it fails to do so, the order

is not considered accepted. Sending a confirmation email to the specified address of the Client is also deemed as the confirmation of the order.

5. The agreed conditions of the contractual relationship may only be changed or cancelled by express agreement of both Parties and on the basis of the provisions specified in these General Terms and Conditions.

### **Article II. Subject-Matter of the Contract**

1. The subject-matter of the Contract is language teaching within the framework of one-year post-secondary-school courses (hereinafter also referred to as "lessons" or "course").

### **Article III. General Provisions**

1. The Provider undertakes to meet the published terms and conditions of the lessons, especially in terms of date(s), scope of the lessons, price, quality of performance and the provided teacher(s). The terms and conditions of the lessons are published at [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz) in the list of courses. Other obligations of the Provider are specified in other sections of these Terms and Conditions.
2. The Provider is entitled to arrange the course through another company within the EDUA Group that has the appropriate accreditation (in particular, the companies listed in the header of the GTC as Providers).
3. The Client is obliged to accept the ordered lessons and to pay for them in a due and timely manner.

### **Article IV. Timeframe and Organisation of Lessons**

1. The lessons are held five (5) times a week (20 x 45 minutes) during the school year, the beginning and end of which is governed by the statutes of the Ministry of Education, Youth and Sports of the Czech Republic. The length of one lesson unit is 90 minutes. There are no lessons during school holidays, public holidays, study leave for the university admission procedure and days off as decided by the school principal. Such days are not included in the price of the course. Holidays at Tutor and Jipka are the same as public school holidays; students will be informed of the exact dates of holidays, days off and substitute lessons via email. Additional days off may be determined by the school principal, not to exceed five (5) days as per the MEYS guidelines. A post-secondary-school course includes a total of 326 90-minute lessons spread from September to June.
2. In the event that some of the lessons within the course cannot be held and are cancelled by the Provider, the Provider reserves the right to compensate the Client for all cancelled lessons by the end of June of the school year in the form of substitute lessons without the Client's right to a refund of the relevant part of the course fee.
3. The maximum number of students in the course is 18, minimum 7. The Provider reserves the right to cancel the course due to insufficient number of students enrolled, no later than five (5) working days before the start of the course. In that case, the Client shall be informed thereof by email or telephone and the paid course fee shall be refundable in full, unless the Parties agree on an alternative option (i.e., the possibility of attending another course).
4. The Client is obliged to take a written and oral test before the start of the course. The testing can be done online or in person at the course location at the Provider's discretion. Based on the results of both parts of the test, the student will be placed in the appropriate language group (class). A Client who is a beginner in the language

does not have to take part in the oral or written test. They will automatically be placed in the beginner group.

5. When ordering a course, the Client can select the preferred branch office from the suggested course locations (Karlínské náměstí and Národní třída). The Provider is not obliged to guarantee the course location preferred by the Client. In the event that a course with the appropriate language level does not open in a given location, the Provider will place the Client in a course at the other branch office.
6. If the Client completes the course, i.e., if the Client fulfils the requirement for proper attendance in accordance with these Terms and Conditions and the Provider's School Policy, the Provider shall issue a certificate of completion. The minimum required attendance is 75 %.
7. If the Client has successfully passed the school-leaving examination in the same calendar year as they have enrolled in the post-secondary-school course, they are still entitled to regular student status. The Provider undertakes to issue a confirmation of this to the Client. It is the Client's obligation to report it to the competent authorities (insurance company). The regular student status is granted by the Provider to the Client for the school year from September to January. If the Client fulfils their school obligations and has a minimum average attendance of 75 % (from September to January), the Provider shall extend the Client's student status until June of the same school year.

#### **Article V. Course Fees**

The price of the lessons (hereinafter referred to as the "course fee") is determined according to the price list of language courses of the Provider published on the website of Tutor and Jipka and is specified in the respective order.

The course fee includes:

- the appropriate number of lesson units taught during the school year,
- the use of classroom equipment and facilities,
- initial testing,
- 1x mock exam in the main language,
- any two semester courses (does not apply to international exam preparation courses); the maximum value of the courses is always specified on the website in the section dedicated to post-secondary-school courses (the organisation of these courses is governed by the GTC for group courses at [www.jipka.cz](http://www.jipka.cz)).

#### **Article VI. Course Fee Discounts**

1. Current discounts and special prices of courses are listed on the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz).
2. The discount or special price cannot be applied retroactively or added together.

#### **Article VII. Terms of Payment**

1. The Client is obliged to pay the course fee advance of CZK 5,000 within five (5) working days of ordering, i.e., signing/sending the binding order (application form). The Client must pay 50 % of the course fee before the start of the course. The Client undertakes to pay the course fee balance by the end of October of the given calendar year at the latest.
2. However, the procedure for the payment of the course fee referred to in paragraph 1 of this Article shall not apply if the Parties agree on a different procedure, i.e., in particular, if they agree on the payment of the course fee by means of an individual payment schedule. If the date of payment of the last part of the course fee is in the

following calendar year, the price of the course will be increased by 10 % of the amount as originally ordered.

The course fee can be paid in the following ways: by payment card at the Provider's office, by bank transfer, with benefit vouchers or via benefit schemes.

- a. Payment by card at the Provider's office – The Client can pay by card at the Provider's establishment at Karlínské náměstí 8, Prague 8. The opening hours of the individual establishments are published on the website [www.jipka.cz](http://www.jipka.cz) or [www.tutor.cz](http://www.tutor.cz) in the "Contacts" section.
- b. Payment by bank transfer – In this form of payment, the Client will be charged the course fee via invoice(s) issued by the Provider. The Client is obliged to settle each invoice by its due date. If the payer is a legal entity, the Client is obliged to indicate the Company ID No. and the registered office of that legal entity.
- c. Payment with benefit vouchers – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), or is available on request at all the Provider's establishments. In the case of payment via these vouchers, none of the discounts offered or the so-called "first minute" prices can be applied.
- d. Payment via benefit schemes – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), or is available on request at all the Provider's establishments. The method of payment via these schemes is governed by the terms and conditions of each intermediary of such a scheme. In the case of payment via these schemes, none of the discounts offered can be applied.

The Provider shall issue a tax receipt for the course fee paid at the Client's request.

3. If either Party fails to make any payment to the other Party in a due and timely manner, it shall pay default interest to the other Party in the amount of 0.1 % of the amount due for each commenced day of delay. In the case of late payment, the payment is first used to settle the default interest and the remaining part for the actual debt (principal). If either Party is more than 30 days late with payment, the other Party is entitled to charge the Party in default a one-time contractual penalty of CZK 500.

### **Article VIII. Quality of Lessons and Teachers**

1. The Provider undertakes to provide a Czech or foreign teacher to teach the course according to the specifications of each course. The Provider reserves the right to replace the teacher.
2. The Provider undertakes that the lessons will take place on the specified days and at the specified times.
3. The Provider undertakes to ensure that the lessons are conducted at the appropriate level, taking into account the language level of the group in question at the teacher's discretion.
4. The Provider undertakes to procure quality teachers for the lessons who have the necessary qualifications and experience.
5. The Provider undertakes to comply with the maximum limit for the number of students per course (see above).
6. The minimum number of students in a course is seven (7), unless otherwise specified by the Provider. In the event that at least seven (7) clients do not book a course and duly pay the course fee, the course will not be held, in accordance with Article IV(3) of the GTC.

### **Article IX. Complaints**

1. If the Client is dissatisfied with the quality of the lessons, they are obliged to inform the Provider thereof in writing, e.g., by email or via the complaint form available on request at the Provider's establishment and on the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz).
2. Complaints about the course can be made no later than the end of the 10th day of lessons after the start of the course, of which the Client is aware and to which the Client agrees. If the Client missed the first lesson units, the deadline for submitting a complaint will not be postponed. In the event of cancellation of a lesson due to illness or absence of the teacher, or in the event of a lesson substituted by another teacher, the right to file a complaint is postponed by the number of cancelled or substituted days. Claims arising from liability for problems/defects shall expire if filed late.
3. The Provider shall confirm receipt of the electronic complaint form within two (2) working days at the latest.
4. The Provider reserves the right to examine the reasons for the complaint and, if it finds the complaint justified, to propose a solution to the Client, e.g., in the form of a transfer to another course, carrying the paid course fee over to the next semester, or refunding the course fee to the Client – the choice of such a solution is always up to the Provider (in all cases, a refund shall mean the refund of an adequate part of the course fee, i.e., after deducting the amount for the lessons (lesson units) that have already taken place).
5. The Provider, or an employee authorised by the Provider, undertakes to decide on the complaint immediately, if possible, or within five (5) working days. In complex cases where it is necessary to check the reasons for the complaint, e.g., in the form of distribution of satisfaction questionnaires to other course participants, observation of a lesson, consultation with the teacher, etc., the Provider shall decide no later than four (4) weeks from the delivery of the complaint.
6. Obstacles arising on the part of the Client will not be acknowledged as a relevant reason for complaint. These include, above all, a change in the Client's time possibilities or the loss of the reason to attend the course with regard to a change of circumstances under which the Client signed up.
7. Cancellation of a lesson by the Provider will not be recognised as a relevant reason for complaint, either. However, the Provider undertakes to provide an alternative date and time of the lesson or to adequately extend the duration of the course.
8. The Provider is not liable for non-fulfilment of obligations arising from the Contract which occurred as a result of force majeure.

#### **Article X. Early Termination of the Contract, Cancellation Fees**

1. The Client has the right to submit a written request to the Provider for early termination of the Contract and for the refund of an adequate part of the course fee, within 10 days of the start of the course. However, the Provider reserves the right to propose to the Client an alternative solution in the form of a modification of the existing Contract. In the event that the Provider does not comply with the Client's request pursuant to the first sentence of this paragraph, this shall be without prejudice to the Client's obligation to pay the course fee to the Provider in full. In the event that the Client has not yet paid the full course fee at the time of the request according to the first sentence of this paragraph, the Client undertakes to pay, within 14 calendar days of the termination of the Contract at the latest, the remainder of the course fee not yet paid as compensation for the damage incurred by the Provider as a result of the termination of the Contract (however, the obligation to pay the remainder of the course fee does not apply to the provisions in paragraphs 3, 4 and 5 of this Article of the GTC). The Client is aware of their obligations arising from this paragraph of the GTC, agrees to them and undertakes to comply with them.

2. The Client is not entitled to a refund of the course fee in the event of obstacles arising on the Client's part, which prevent them from due attendance (change in the time possibilities of the Client or other circumstances under which they signed up for the course). In such a case, the Provider does not lose the right to receive payment of the course fee balance in full.
3. In the case of electronic registration for the course (i.e., by sending the course order via the e-shop located on the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz)), the Client, if a consumer, has the right to withdraw from the Contract without giving a reason within 14 days. That time limit begins to run on the day following the day on which the Contract was concluded (i.e., on the day following the day when the Client sent their order to the Provider and the Provider confirmed the receipt of the order) and it shall be deemed sufficient in order to comply with that time limit if the notice of withdrawal from the Contract was sent to the Provider before the expiry of that time limit. The model withdrawal form attached to these Terms and Conditions may be used to withdraw from the Contract, but it is not mandatory. If the Client withdraws from the Contract in accordance with the above conditions, the Provider shall refund to the Client without undue delay, no later than 14 days from the date on which the Provider received the notice of withdrawal from the Contract, any and all payments received from the Client in connection with this Contract, in the same way as the Provider received such payments, unless the Parties agree otherwise.
4. In the event that the provision of services has already begun before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 3 above, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client is obliged to pay to the Provider a proportionate part of the course fee corresponding to the price of the services already provided to the Client.
5. In the event that, before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 3 above, the ordered services have already been provided to the Client in full, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client has no right to withdraw from the Contract in accordance with paragraph 3 above.
6. After the expiration of the above-mentioned 14-day time limit, the right to withdraw from the Contract concluded via the e-shop at [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz) expires.
7. The Client must always send any request for a change to the Contract as well as any notice of withdrawal from the Contract to the Provider in writing, i.e., by email or by filling in the relevant form at the Provider's branch office. The request to change the Contract is considered accepted upon its delivery to the Provider; however, the Provider undertakes to confirm the receipt of the request no later than within 48 hours of receipt. Withdrawal from the Contract is effective upon the delivery to the Provider.
8. In the event that the Client has ordered a course and paid the relevant part of the course fee and has subsequently been admitted to a state or public university (bachelor's or regular master's programme, not a follow-up master's programme) and provides proof of admission to the university no later than 30 September of the school year in which the Client is to take the course, the Client shall be entitled to a refund of the course fee paid after deduction of the proportionate part of the course fee attributable to the lessons already taken. The Client shall not be entitled to any refund of the course fee in case the Client has been admitted to a tertiary vocational school, lifelong learning programme, follow-up master's programme, private university or any school outside the Czech Republic.
9. In the event that the Client has ordered a course and paid the relevant part of the course fee and then failed to pass the school-leaving examination and documents this

fact to the Provider (by way of confirmation from the respective secondary school) no later than 30 September of the school year in which the Client is to take the course, the Client shall be entitled to a refund of the course fee paid after deduction of the proportionate part of the course fee attributable to the lessons already taken and an administrative fee of CZK 2,000.

10. In the event that a foreign student who needs a student or other visa to attend the course orders a course and pays the course fee in the appropriate amount and then does not obtain the appropriate visa, they shall be entitled to a refund of the course fee paid after deduction of an administrative fee of CZK 5,000 and a proportionate part for the lessons already held. Confirmation of the failure to obtain the visa must be submitted to the Provider's Client Centre within 10 working days of receipt of the confirmation at the latest.
11. The Provider reserves the right to reject or subsequently expel from the course any Client who violates the basic principles of civil coexistence or any Client who turns out to be objectively unable to take part in and cope with the lessons. In the event of a subsequent expulsion, the Client is entitled to a refund of the course fee to the extent of the lessons that the Client has not attended.

#### **Article XI. Personal Data of the Client**

1. The Client makes their personal data available to the Provider by sending or signing the order: first name, surname, date of birth, address of residence/registered office, email address and telephone number and, in the case of natural persons doing business, the Company ID No. By signing or sending the order, the Client confirms that the personal data provided by them is accurate and true. If there is a change in the personal data, the Client is obliged to notify the Provider of such a change, no later than seven (7) days thereafter.
2. In the event that the Client is not a course participant and ordered the course/lessons for a third party or if the order is signed or sent by the legal guardian of a course participant who is under 18 years of age, the legal guardian or the Client who ordered the course/lessons for a third party declares that they have the right to use the personal data of the course participant and provide it to the Provider and that the personal data so provided is true. In the event that this declaration proves to be untrue, the Provider has the right to demand compensation for damage from the person who has signed or sent the order.
3. In this contractual relationship, the Provider is a personal data controller and undertakes to handle the Client's personal data in accordance with applicable legislation, especially with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as the "GDPR").
4. In accordance with Article 6(1)(b) of the GDPR, the Provider is entitled to process the provided personal data for the purpose of concluding and fulfilling the Contract. Refusal to provide the personal data shall prevent the conclusion of the Contract. Furthermore, the Provider is entitled to process personal data provided in connection with the performance of the Contract due to a legitimate interest, for the purposes of direct marketing, i.e., sending the Provider's commercial communications.
5. The Client acknowledges that the processing of the Client's personal data according to the previous paragraph does not require the Client's consent.
6. The Provider confirms that it is aware that, in accordance with the applicable legislation, the Client has the following rights:

- right to access personal data consisting in the right to obtain from the data controller a confirmation of whether they process personal data concerning the Client or the course participant and information on the purpose of the processing, the category of personal data, the period of processing and other information according to Article 15 of the GDPR,
- right to have inaccurate personal data rectified pursuant to Article 16 of the GDPR,
- right to have personal data erased if the purpose for which it was collected has ceased to exist, or if the Client has revoked their consent to the processing of personal data, or if the personal data has been collected unlawfully, and for other reasons set out in Article 17 of the GDPR,
- right to restrict processing consisting in the Client denying the accuracy of the personal data or raising an objection to processing, and in other cases referred to in Article 18 of the GDPR,
- right to data portability consisting in the Client having the right to obtain the personal data provided to the Provider as data controller in a structured, commonly used and machine-readable format and the right to transfer such data to another data controller under the conditions set out in Article 20 of the GDPR,
- right to object to the processing of personal data pursuant to Article 21 of the GDPR, and
- right to lodge a complaint with the Office for Personal Data Protection.

7. The Client declares that they have been sufficiently informed about their rights with regard to data protection.
8. The Client acknowledges that the Provider may assign personal data processing to third parties as processors.
9. The Provider undertakes to take measures to prevent unauthorised or accidental access to the Client's personal data, its change, destruction or loss, unauthorised transfers, other unauthorised processing, as well as other misuse of personal data, and undertakes to ensure this in the case of any data processor whom the Provider entrusts with the processing.
10. The Provider shall ensure, to the extent required by applicable laws and regulations, that its employees and other persons working with the Client's personal data are sufficiently informed about the fact that such data must be kept and protected in accordance with the GDPR and not provided to third parties.
11. If necessary, the Client is entitled to contact the Provider's Data Protection Officer at: [poverenec@eduagroup.cz](mailto:poverenec@eduagroup.cz).
12. The processing of the Client's personal data will take place for the duration of the Contract concluded on the basis of the order. The Provider undertakes to erase the processed personal data without undue delay after the termination of the Contract, but no later than within one (1) month thereafter, except for certain data retention in the legitimate interest of the Provider in the event of a dispute with the Client.
13. The Provider declares that the system where personal data will be stored is located in the territory of the European Union or is protected by the Framework Agreement on the Privacy Shield concluded between the European Union and the U.S. (EU – U.S. Privacy Shield Framework) and is in line with the GDPR.

#### **Article XII. Out-of-Court Settlement of Consumer Disputes**

1. In the event that a consumer dispute arises between the Provider and the Client, who is a consumer, under the Contract for the provision of language lessons concluded on the basis of an order from the Client, which cannot be resolved by mutual agreement, the Client-consumer may submit a proposal for out-of-court settlement of such a dispute to the designated consumer dispute resolution body, which is:

**Czech Trade Inspection Authority**  
Central Inspectorate – the ADR Department  
Štěpánská 15  
120 00 Prague 2  
Email: adr@coi.cz  
Web: adr.coi.cz

The Client-consumer may also use the platform for online dispute resolution, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

### **Article XIII. Final Provisions**

1. Unless these Terms and Conditions or the agreements of the Parties stipulate otherwise, the legal relations between the Parties are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

#### **ANNEX**

[Model form for consumers withdrawing from the Contract pursuant to Section 1829 et seq. of the Civil Code.](#)

# Language Day Camps, Teen Weeks

These Terms and Conditions are issued in accordance with the Civil Code and are valid and effective as of 1 January 2025.

For the purposes of these Terms and Conditions and for the purpose of selling day camps and teen weeks, *inter alia*, via the online shop located at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), the **EDUA Group** means the following companies:

## **Jipka moje jazykovka, s.r.o.**

Národní 416/37, 110 00 Prague 1

Company ID No.: 27385906, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 115566

The Provider and the Client shall hereinafter be jointly referred to as the Parties.

## **Article I. Opening Provisions**

1. These General Terms and Conditions (hereinafter referred to as the "GTC") form an integral part of the Contract concluded between the Client, i.e., the legal guardian of a minor course participant, and the Provider in purchasing a language day camp or teen week (hereinafter collectively referred to as "language camps").
2. The Client shall place the order on the website [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz). The order is binding. The Provider is obliged to confirm the acceptance of the order in writing to the Client within two working days of the date of receipt of the order. If it fails to do so, the order is not considered accepted. Sending a confirmation email to the specified address of the Client is also deemed as the confirmation of the order.
3. The agreed conditions of the contractual relationship may only be changed or cancelled by express agreement of both Parties and on the basis of the provisions specified in these GTC.

## **Article II. Subject-Matter of the Contract**

1. The subject-matter of the Contract is a language course in the form of a day camp or teen week, which is focused on teaching foreign languages or the Czech language for foreigners, organised by the Provider for the relevant period and chosen by the Client in the order (hereinafter referred to as the "lessons"). A language camp consists of a time focused solely on lessons (usually in the morning) and a leisure activity that is also linked to the use of the foreign language (usually in the afternoon).
2. The language camp takes place from Monday to Friday between 8:30 a.m. and 5:00 p.m. (unless otherwise stated in the specifications of the respective language camp).
3. The maximum number of participants in a given language camp is twelve. The minimum number of participants is four. The Provider reserves the right to cancel the language camp due to insufficient number of participants, but no later than five days before the start of the camp. In the event of cancellation of the language camp, the Client will be informed by email or telephone and the course fee paid will be refunded in full by the Provider, unless the Client wishes to choose another language camp.
4. The Provider reserves the right to change the language camp teacher(s), even during the language camp, if necessary for health reasons on the part of the Provider's

teacher or for other organisational reasons of the Provider. The Provider also reserves the right to change the planned activities within the language camp (change of theme, change of individual activities within the morning and afternoon or between days).

5. In the event that it is impossible to provide the scheduled lessons for serious reasons, the Provider is entitled to choose an alternative method of such lessons. The Client will be notified thereof in advance.

### **Article III. Timeframe and Organisation of Lessons**

1. The Client is obliged to ensure that the course participant (hereinafter referred to as the "child") is handed over to the teacher every day of the child's participation in the language camp at the place designated by the Provider between 8:30 and 9:00 a.m. Furthermore, the Client is obliged to arrange for the child to be picked up after the end of the day programme at the place designated by the Provider between 4:30 and 5:00 p.m., or may give consent for the child to leave by themselves after the end of the day programme. In case the child can leave by themselves, the child will not be allowed to go home until after the end of the programme.
2. The Provider undertakes to arrange the lessons according to the scope and specifications of the language camp in question and to provide suitable teachers who have experience in working with children and teenagers and who will conduct the language camps in the appropriate quality.
3. No later than the first day of the language camp, the Client is obliged to submit the following documents to the relevant teacher or employee of the Provider:
  - a copy of the child's health insurance card,
  - declaration of the child's infection-free status (not older than 24 hours)
  - consent to the child's independent departure from the leisure activity (only if the Client/legal guardian agrees to this),
  - authorisation and designation of authorised persons under the Health Services Act.
4. In the event that the Client fails to do so, the Provider is entitled to refuse to accept such a participant for the language camp until all the documents required are submitted. In the event that the Client fails to deliver the required documents even during the respective language camp and the child's participation is not allowed or is interrupted for this reason, this shall be without prejudice to the obligation to pay the full amount of the course fee.
5. By ordering a language camp, the Client acknowledges that the Provider is responsible for the child only for the duration of the child's presence at the language camp. By ordering and attending the language camp, the Client and the child undertake to follow the instructions of the teachers and the Provider's staff, to behave in such a way that the child does not disrupt the course of the camp or disturb other participants, and to respect the rules of safety and health protection. It is not permissible for a child to attend the language camp under the influence of alcohol or drugs. In such a case, the Provider will immediately contact the parents, who will pick up the child from the language camp without delay.
6. In the event that a child repeatedly disobeys the instructions of the respective teacher, the Provider is entitled to expel that child from any further leisure activities within the language camp without refund.
7. The Provider recommends that children do not bring any valuables (jewellery, mobile phones, etc.) or large amounts of money to the language camp. The Provider of the language camp declares that it shall not be held liable for the loss or destruction of any such items. If a mobile phone is left with a child at the camp, the Provider is not responsible for the time the child spends actively on the mobile phone.

#### **Article IV. Price and Terms of Payment**

1. The price for the respective language camp (hereinafter referred to as the "course fee") is determined according to the price list of language camps of the Provider published at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz) and is specified in the Client's order (according to the specifications of the chosen course).
2. The price includes the appropriate number of lessons/lesson units according to the course specifications, the use of teaching materials, aids and classroom equipment during the course, meals (three (3) times a day + drinking regime), and admission to all museums, monuments or other objects visited during the course. The course fee does not include public transport.
3. The Client is obliged to pay the course fee for the language camp to the Provider within five working days of sending the order, and no later than five working days before the start of the language camp.
4. The course fee must always be paid in advance by bank transfer, by card at the Provider's branch office or with benefit vouchers.
  - a. Payment by card at the Provider's office – Payment by card at the Provider's office may be made by the Client at any of the Provider's establishments regardless of whether the course in question is offered by that particular branch office. The opening hours of the individual establishments are published on the website [www.jipka.cz](http://www.jipka.cz) in the "Contacts" section.
  - b. Online payment by card – Payment can be made through the e-shop at [www.jipka.cz](http://www.jipka.cz). After the order has been confirmed, the Client will be redirected to an online payment gateway to make the payment. No discount can be applied when paying by card online. When the Client pays by card online, the Provider has no access to the Client's bank details.
  - c. Payment by bank transfer – In this form of payment, the Client will be issued an invoice (tax document) for the full amount of the order. The Client is obliged to settle each invoice by its due date. If the payer is a legal entity, the Client is obliged to indicate the Company ID No. and the registered office of that legal entity.
  - d. Payment by gift voucher – When paying by gift voucher, the Client is obliged to personally appear at the Provider's establishment and present the gift voucher to the Provider's authorised employee. The employee will keep the voucher and the voucher will serve as payment.
  - e. Payment with benefit vouchers – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz), or is available on request at all the Provider's establishments. In the case of payment via these vouchers, none of the discounts offered or the so-called "first minute" prices can be applied, unless otherwise stated.
  - f. Payment via benefit schemes – The current list of accepted vouchers is published at [www.jipka.cz](http://www.jipka.cz), or is available on request at all the Provider's establishments. The method of payment via these schemes is governed by the terms and conditions of each intermediary of such a scheme. In the case of payment via these schemes, none of the discounts offered can be applied. At the Client's request, the Provider will issue a tax receipt for the course fee in the appropriate amount (according to the type of course).
5. In the event that the Client agrees with the Provider to change the course, e.g., for the reason specified in Article II(3) of these GTC, the Client may use the course fee paid within a maximum of one year from the date on which the original course was to start, unless another time limit is agreed in writing with the Provider.

## **Article V. Course Fee Discounts**

1. Current discounts and special prices of courses are listed on the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz).
2. The discount or special price cannot be applied retroactively or added together, unless otherwise stated.

## **Article VI. Complaints**

1. If the Client is dissatisfied with the quality of the lessons, they are obliged to inform the Provider thereof in writing, e.g., by email or via the complaint form available on request at the Provider's establishment and on the website [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz) (this can be sent by email or submitted in person at the office).
2. A complaint about the course can be made no later than 10 a.m. on the day following the first lesson/unit of the language camp, of which the Client is aware and to which the Client agrees. If the child missed the first lessons, the deadline for submitting a complaint will not be postponed. Claims arising from liability for problems/defects shall expire if filed late.
3. The Provider shall confirm receipt of the electronic complaint form within two (2) working days at the latest.
4. The Provider reserves the right to examine the reasons for the complaint and, if it finds the complaint justified, to propose a solution to the Client, e.g., in the form of a transfer to another language camp, using the paid course fee for another product of the Provider, or refunding the course fee to the Client – the choice of such a solution is always up to the Provider; however, the aim is always to find a solution suitable from the point of view of the Client as well (in all cases, a refund shall mean the refund of an adequate part of the course fee, i.e., after deducting the amount for the lessons (lesson units) that have already taken place).
5. The Provider, or an employee authorised by the Provider, undertakes to decide on the complaint immediately, if possible, or within five (5) working days. In complex cases where it is necessary to check the reasons for the complaint, e.g., in the form of distribution of satisfaction questionnaires to other language camp participants, observation of the language camp, consultation with the teacher, etc., the Provider shall decide no later than two (2) weeks from the delivery of the complaint.
6. The Provider is not liable for non-fulfilment of obligations arising from the order which occurred as a result of force majeure.
7. Cancellation of a lesson by the Provider will not be recognised as a relevant reason for complaint, either. However, the Provider undertakes to provide an alternative date and time of the lesson or to adequately extend the duration of the language camp.

## **Article VII. Language Camp Cancellation, Interruption**

1. In the event of withdrawal by the Client from the Contract before the start of the ordered language camp, i.e., after the order has been placed but before the actual start of the language camp, the Client will be refunded the course fee paid so far, less the following cancellation fees:
  - a. Withdrawal more than 31 days before the start of the course: 50 % of the course fee
  - b. Withdrawal 31 days or less before the start of the course: 100 % of the course fee.
2. The Client can change the language camp more than 21 days in advance and change to another language camp in the given period of the current calendar year.

3. In the event of a course participant's withdrawal before the start of the language camp for health reasons, the Client is obliged to document this with an appropriate medical certificate, which must be delivered to the Provider no later than 24 hours before the scheduled start of the language camp. In that case, the Provider will refund the full amount of the course fee paid less a cancellation fee of CZK 1,000. In the event that the medical certificate is not submitted to the Provider within the specified time limit and the child does not subsequently attend the language camp, this shall be without prejudice to the obligation to pay the full amount of the course fee.
4. If the child does not attend the ordered language camp, this shall be without prejudice to the obligation to pay the full amount of the course fee.
5. In the event of an early termination of the child's participation in an ongoing language camp for health reasons, the Client is obliged to provide the Provider with a medical certificate without undue delay. In such a case, the participant is entitled to a refund of the proportional amount of the course fee paid, less a cancellation fee of CZK 1,000. In the event of failure to provide a medical certificate within the required time limit, the Client is not entitled to a refund of the course fee or any portion thereof.
6. In the event of an early termination of the child's participation in an ongoing language camp for reasons other than health reasons, the Client has no right to a refund of the course fee or any part thereof.
7. The Client is not entitled to a refund of the course fee in the event of obstacles arising on the Client's part, which prevent them from due attendance (change in the time possibilities of the child or the Client or other circumstances under which they signed up for the course).
8. In the case of an electronic registration for the course, the Client, if a consumer, has the right to withdraw from the Contract without giving a reason within 14 days. That time limit begins to run on the day following the day on which the Contract was concluded (i.e., on the day following the day when the Client sent their order to the Provider and the Provider confirmed the receipt of the order) and it shall be deemed sufficient in order to comply with that time limit if the notice of withdrawal from the Contract was sent to the Provider before the expiry of that time limit. The model withdrawal form attached to these GTC may be used to withdraw from the Contract, but it is not mandatory. If the Client withdraws from the Contract in accordance with the above conditions, the Provider shall refund to the Client without undue delay, no later than 14 days from the date on which the Provider received the notice of withdrawal from the Contract, any and all payments received from the Client in connection with this Contract, in the same way as the Provider received such payments, unless the Parties agree otherwise.
9. In the event that the lessons have already begun before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 8 above, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client is obliged to pay to the Provider a proportionate part of the course fee corresponding to the price of the services already provided to the Client.
10. In the event that, before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 9 above, the ordered lessons have already been provided to the Client in full, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client has no right to withdraw from the Contract in accordance with paragraph 8 above.
11. The Client must always send any request for a change to the order as well as any notice of withdrawal from the Contract to the Provider in writing, i.e., by email or by filling in the relevant form at the Provider's branch office where the course is held. A

request to change the order is considered accepted for consideration if the Provider has confirmed its receipt in writing. The Provider undertakes to confirm receipt within 24 hours of receipt of the order at the latest. Withdrawal from the Contract is effective upon the delivery to the Provider.

### **Article VIII. Processing of Personal Data**

1. By submitting an order and subsequently completing the questionnaire, the Client makes their personal data and the personal data of the child the Client represents available to the Provider.
2. By sending the order, the Client confirms that the personal data provided by them is accurate and true. If there is a change in the personal data, the Client is obliged to notify the Provider of such a change, no later than seven (7) days thereafter.
3. The Client declares that they have the right to use the child's personal data and to provide it to the Provider and that the personal data provided is true. In the event that this declaration proves to be untrue, the Provider has the right to demand compensation for damage from the person who has placed the order.
4. In this contractual relationship, the Provider is a personal data controller and undertakes to handle the personal data provided to it in accordance with applicable legislation, especially with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as the "GDPR").
5. In accordance with Article 6(1)(b) of the GDPR, the Provider will process the personal data of the Client and the child the Client represents for the purpose of concluding and performing the Contract, i.e., the organisation of a language camp. Refusal to provide the personal data shall prevent the conclusion of the Contract. Furthermore, the Provider is entitled to process personal data provided in connection with the performance of the Contract due to a legitimate interest, for the purposes of direct marketing, i.e., sending the Provider's commercial communications relating to the performance of the Provider's services.
6. The Client acknowledges that the processing of the personal data according to the previous paragraph does not require the Client's consent.
7. The Client has, in accordance with the applicable legislation, the following rights:
  - right to access personal data consisting in the right to obtain from the data controller a confirmation of whether they process personal data concerning the Client or the course participant and information on the purpose of the processing, the category of personal data, the period of processing and other information according to Article 15 of the GDPR,
  - right to have inaccurate personal data rectified pursuant to Article 16 of the GDPR,
  - right to have personal data erased if the purpose for which it was collected has ceased to exist, or if the Client has revoked their consent to the processing of personal data, or if the personal data has been collected unlawfully, and for other reasons set out in Article 17 of the GDPR,
  - right to restrict processing consisting in the Client denying the accuracy of the personal data or raising an objection to processing, and in other cases referred to in Article 18 of the GDPR,
  - right to data portability consisting in the Client having the right to obtain the personal data provided to the Provider as data controller in a structured, commonly used and machine-readable format and the right to transfer such data to another data controller under the conditions set out in Article 20 of the GDPR,

- right to object to the processing of personal data pursuant to Article 21 of the GDPR, and
- right to lodge a complaint with the Office for Personal Data Protection.

8. The Client declares that they have been sufficiently informed about their rights with regard to data protection.

9. The Client acknowledges that the Provider may assign personal data processing to third parties as processors.

10. The Provider undertakes to take measures to prevent unauthorised or accidental access to the personal data provided to it, its change, destruction or loss, unauthorised transfers, other unauthorised processing, as well as other misuse of personal data, and undertakes to ensure this in the case of any data processor whom the Provider entrusts with the processing.

11. The Provider shall ensure, to the extent required by applicable laws and regulations, that its employees and other persons working with the personal data provided are sufficiently informed about the fact that such data must be kept and protected in accordance with the GDPR and not further provided to third parties.

12. If necessary, the Client is entitled to contact the Provider's Data Protection Officer at: [poverenec@eduagroup.cz](mailto:poverenec@eduagroup.cz).

13. The processing of the personal data provided will take place for the duration of the Contract concluded on the basis of the order. The Provider undertakes to erase the processed personal data without undue delay after the termination of the Contract, but no later than within three (3) months, with the exception of the Provider's authorisation pursuant to Article 6(1)(f) of the GDPR (e.g., for the purpose of preserving basic documentation for any alleged dispute between the Provider and the Client).

14. The Provider declares that the processing of personal data is carried out in accordance with the GDPR. The processing of personal data takes place within the European Union, or on the basis of the EU Commission's decision on the so-called "EU-U.S. Data Privacy Framework", i.e., the Privacy Framework negotiated between the European Union and the United States, for companies based outside the European Union that have registered to the Framework and have committed to provide adequate protection and processing of personal data in accordance with the GDPR.

### **Article IX. Dispute Resolution**

1. In the event that a consumer dispute arises between the Provider and the Client, who is a consumer, under the Contract for the organisation of a language camp concluded on the basis of an order from the Client, which cannot be resolved by mutual agreement, the Client-consumer may submit a proposal for out-of-court settlement of such a dispute to the designated consumer dispute resolution body, which is:

#### **Czech Trade Inspection Authority**

Central Inspectorate – the ADR Department

Štěpánská 15 120 00 Prague 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Web: [adr.coi.cz](http://adr.coi.cz)

The Client-consumer may also use the platform for online dispute resolution, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

### **Article X. Final Provisions**

In matters not covered by these GTC, the Parties shall observe the provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

**ANNEX**

[Model form for consumers withdrawing from the Contract pursuant to Section 1829 et seq. of the Civil Code.](#)

# Boarding Camps

These Terms and Conditions are issued in accordance with the Civil Code and are valid and effective as of 1 January 2025.

For the purposes of these Terms and Conditions and for the purpose of selling language courses, *inter alia*, via the online shop located at [www.jipka.cz](http://www.jipka.cz) and [www.tutor.cz](http://www.tutor.cz), the **EDUA Group** means the following companies:

## **Jipka moje jazykovka, s.r.o.**

Národní 416/37, 110 00 Prague 1

Company ID No.: 27385906, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 115566

## **EDUA Languages, s.r.o.**

Na Florenci 1270/31, 110 00 Prague 1

Company ID No.: 29013372, Tax ID No.: CZ699006155

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 159931 (hereinafter referred to as the "Provider(s)")

For the purposes of these Terms and Conditions, the Client means the person/entity who has ordered language lessons from the Provider in the language course specified in the relevant order and the Provider means one of the aforesaid Providers who has confirmed the Client's order.

The Provider and the Client shall hereinafter be jointly referred to as the Parties.

## **Article I. Opening Provisions**

1. These General Terms and Conditions (hereinafter referred to as the "GTC") form an integral part of the Contract concluded between the Client, i.e., the legal guardian of a minor course participant, and the relevant Provider in purchasing a language boarding camp (hereinafter referred to as the "camp").
2. The Contract between the Client and the Provider arises on the basis of a written order (binding application) of the Client or on the basis of a binding telephone order with the Provider. Electronic mail and the Provider's electronic order form (hereinafter referred to as the "order") available at [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz) shall be deemed to be in writing.
3. The Provider is obliged to confirm the acceptance of the order in writing to the Client within two working days of the date of receipt of the order. If it fails to do so, the order is not considered accepted. Sending a confirmation email to the specified address of the Client is also deemed as the confirmation of the order.
4. The agreed conditions of the contractual relationship may only be changed or cancelled by express agreement of both Parties and on the basis of the provisions specified in these General Terms and Conditions.

## **Article II. Subject-Matter of the Contract**

1. The subject-matter of the Contract is a language course in the form of a boarding camp, which is focused on teaching a foreign language, organised by the Provider for

the relevant period and chosen by the Client in the order (hereinafter referred to as the "camp"). A language camp consists of a time focused on lessons (usually in the morning) and a leisure activity that is also linked to the use of the foreign language (usually in the afternoon).

2. The boarding camp takes place from Sunday, 4:00 p.m., to Friday, 4:00 p.m. (unless otherwise stated in the specifications of the respective camp). The boarding camp is held on Sunday, Monday, Tuesday, Wednesday, Thursday and Friday, with Sunday and Friday being the arrival and departure days, respectively.
3. The maximum number of participants in a given boarding camp is 50. The minimum number of participants is 15. The Provider reserves the right to cancel the language camp due to insufficient number of participants, but no later than five days before the start of the camp. In the event of cancellation of the language camp, the Client will be informed by email or telephone and the course fee paid will be refunded in full by the Provider, unless the Client wishes to choose another language camp.
4. The Provider reserves the right to change the boarding camp teacher(s), even during the camp, if necessary for health reasons on the part of the Provider's teacher or for other organisational reasons of the Provider. The Provider also reserves the right to change the planned activities within the boarding camp (change of theme, change of individual activities within the morning and afternoon or between days).

### **Article III. Timeframe and Organisation of Lessons**

1. The Client is obliged to ensure that the camp participant (hereinafter referred to as the "child") is handed over to the teacher on the first day of the camp – Sunday, at the following address: Barokní statek v Benicích (Baroque Farmhouse Benice), Benice 1, Netvořice, 257 44, between 4:00 and 5:00 p.m. The Client is then obliged to arrange for the child to be picked up at the end of the week programme at: Barokní statek v Benicích (Baroque Farmhouse Benice), Benice 1, Netvořice, 257 44, on Friday between 1:00 and 4:00 p.m.
2. The Provider undertakes to arrange the programme according to the scope and specifications of the language camp in question and to provide suitable teachers who have experience in working with children and teenagers and who will conduct the camps in the appropriate quality.
3. No later than the first day of the language camp, the Client is obliged to submit the following documents to the relevant teacher or employee of the Provider:
  - a copy of the child's health insurance card,
  - declaration of the child's infection-free status (not older than 24 hours),
  - consent to the taking and use of photographs,
  - visitor's declaration – carriage ride,
  - medical fitness assessment,
  - risk disclosure statement.
4. In the event that the Client fails to do so, the Provider is entitled to refuse to accept such a participant for the boarding camp until all the documents required are submitted. In the event that the Client fails to deliver the required documents even during the respective language camp and the language camp participant's participation is not allowed or is interrupted for this reason, this shall be without prejudice to the obligation to pay the full amount of the course fee.
5. By ordering a boarding camp, the Client acknowledges that the Provider is responsible for the child only for the duration of the child's presence at the boarding camp. By ordering and attending the camp, the Client and the child undertake to follow the instructions of the teachers and the Provider's staff, to behave in such a way that the child does not disrupt the course of the camp or disturb other participants, and to

respect the rules of safety and health protection. It is not permissible for a child to attend the language camp under the influence of alcohol or drugs. The Provider does not tolerate bullying. In such a case, the Provider will immediately contact the parents, who will pick up the child from the language camp without delay.

6. In the event that a child repeatedly disobeys the instructions of the respective teacher, the Provider is entitled to expel that child from any further leisure activities within the language camp without refund.
7. The Provider recommends that children do not bring any valuables (jewellery, mobile phones, etc.) or large amounts of money to the language camp. The Provider of the language camp declares that it shall not be held liable for the loss or destruction of any such items. If a mobile phone is left with a child at the camp, the Provider is not responsible for the time the child spends actively on the mobile phone.

#### **Article IV. Price and Terms of Payment**

1. The price for the respective language camp (hereinafter referred to as the "course fee") is determined according to the price list of language camps of the Provider published at [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz) and is specified in the Client's order (according to the specifications of the chosen course).
2. The price includes the appropriate number of lesson units and the afternoon programme according to the course specifications, accommodation in 2-4-bed rooms in the guesthouse, the use of teaching materials and aids, meals (five (5) times a day + drinking regime), and admission to all museums, monuments or other objects visited during the camp. The course fee does not include transport to and from the camp, which is to be arranged by the Client.
3. The Client is obliged to pay the course fee for the language camp (at least 50 % of the total amount) to the Provider within five working days of sending the order, the course fee balance to be settled no later than fourteen working days before the start of the language camp.
4. The course fee must always be paid in advance by bank transfer, by payment card online, by payment card at the Provider's branch office, by gift voucher or with benefit vouchers.
  - a. Payment by card at the Provider's office – Payment by card at the Provider's office may be made by the Client at any of the Provider's establishments regardless of whether the course in question is offered by that particular branch office. The opening hours of the individual establishments are published on the website [www.tutor.cz](http://www.tutor.cz) in the "Contacts" section.
  - b. Online payment by card – Payment can be made through the e-shop at [www.tutor.cz](http://www.tutor.cz). After the order has been confirmed, the Client will be redirected to an online payment gateway to make the payment. No discount can be applied when paying by card online. When the Client pays by card online, the Provider has no access to the Client's bank details.
  - c. Payment by bank transfer – In this form of payment, the Client will be issued an invoice (tax document) for the full amount of the order. The Client is obliged to settle each invoice by its due date. If the payer is a legal entity, the Client is obliged to indicate the Company ID No. and the registered office of that legal entity.
  - d. Payment by gift voucher – When paying by gift voucher, the Client is obliged to personally appear at the Provider's establishment and present the gift voucher to the Provider's authorised employee. The employee will keep the voucher and the voucher will serve as payment.

- e. Payment with benefit vouchers – The current list of accepted vouchers is published at [www.tutor.cz](http://www.tutor.cz), or is available on request at all the Provider's establishments. In the case of payment via these vouchers, none of the discounts offered can be applied.
- f. Payment via benefit schemes – The current list of accepted vouchers is published at [www.tutor.cz](http://www.tutor.cz), or is available on request at all the Provider's establishments. The method of payment via these schemes is governed by the terms and conditions of each intermediary of such a scheme. In the case of payment via these schemes, none of the discounts offered can be applied.

#### **Article V. Course Fee Discounts**

1. Current discounts and special prices of courses are listed on the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz).
2. The discount or special price cannot be applied retroactively or added together, unless otherwise stated.

#### **Article VI. Complaints**

1. If the Client is dissatisfied with the quality of the lessons, they are obliged to inform the Provider thereof in writing, e.g., by email or via the complaint form available on request at the Provider's establishment and on the website [www.tutor.cz](http://www.tutor.cz) | [www.jipka.cz](http://www.jipka.cz) (this can be sent by email or submitted in person at the office).
2. A complaint about the course can be made no later than Tuesday, 10 a.m., of the boarding camp, of which the Client is aware and to which the Client agrees. If the child missed the first days of the camp and arrived at the camp at a later date, the deadline for submitting a complaint will not be postponed. Claims arising from liability for problems/defects shall expire if filed late.
3. The Provider shall confirm receipt of the electronic complaint form within two (2) working days at the latest.
4. The Provider reserves the right to examine the reasons for the complaint and, if it finds the complaint justified, to propose a solution to the Client, e.g., in the form of a transfer to another language camp, using the paid course fee for another product of the Provider, or refunding the course fee to the Client – the choice of such a solution is always up to the Provider; however, the aim is always to find a solution suitable from the point of view of the Client as well (in all cases, a refund shall mean the refund of an adequate part of the course fee, i.e., after deducting the amount for the lessons (lesson units) that have already taken place).
5. The Provider, or an employee authorised by the Provider, undertakes to decide on the complaint immediately, if possible, or within five (5) working days. In complex cases where it is necessary to check the reasons for the complaint, e.g., in the form of distribution of satisfaction questionnaires to other language camp participants, observation of the language camp, consultation with the teacher, etc., the Provider shall decide no later than two (2) weeks from the delivery of the complaint.
6. The Provider is not liable for non-fulfilment of obligations arising from the order which occurred as a result of force majeure.

#### **Article VII. Boarding Camp Cancellation, Interruption**

1. In the event of withdrawal by the Client from the Contract before the start of the ordered boarding camp, i.e., after the order has been placed but before the actual start of the boarding camp, the Client will be refunded the course fee paid so far, less the following cancellation fees:

- Withdrawal more than 31 days before the start of the course: 50 % of the course fee
- Withdrawal 31 days or less before the start of the course: 100 % of the course fee.

2. The Client can change the language camp more than 21 days in advance and change to another language camp in the given period of the current calendar year.
3. In the event of a course participant's withdrawal before the start of the boarding camp for health reasons, the Client is obliged to document this with an appropriate medical certificate, which must be delivered to the Provider no later than 24 hours before the scheduled start of the language camp. In that case, the Provider will refund the full amount of the course fee paid less a cancellation fee of CZK 1,000. In the event that the medical certificate is not submitted to the Provider within the specified time limit and the participant does not subsequently attend the language camp, this shall be without prejudice to the obligation to pay the full amount of the course fee.
4. If the participant does not attend the ordered language camp, this shall be without prejudice to the obligation to pay the full amount of the course fee.
5. In the event of an early termination of the participant's participation in an ongoing language camp for health reasons, the Client is obliged to provide the Provider with a medical certificate without undue delay. In such a case, the participant is entitled to a refund of the proportional amount of the course fee paid, less a cancellation fee of CZK 1,000. In the event of failure to provide a medical certificate within the required time limit, the Client is not entitled to a refund of the course fee or any portion thereof.
6. In the event of an early termination of the participant's participation in an ongoing language camp for reasons other than health reasons, the Client has no right to a refund of the course fee or any part thereof.
7. The Client is not entitled to a refund of the course fee in the event of obstacles arising on the Client's part, which prevent them from due attendance (change in the time possibilities of the Client or other circumstances under which they signed up for the course).
8. In the case of an electronic registration for the course, the Client, if a consumer, has the right to withdraw from the Contract without giving a reason within 14 days. That time limit begins to run on the day following the day on which the Contract was concluded (i.e., on the day following the day when the Client sent their order to the Provider and the Provider confirmed the receipt of the order) and it shall be deemed sufficient in order to comply with that time limit if the notice of withdrawal from the Contract was sent to the Provider before the expiry of that time limit. The model withdrawal form attached to these Terms and Conditions may be used to withdraw from the Contract, but it is not mandatory. If the Client withdraws from the Contract in accordance with the above conditions, the Provider shall refund to the Client without undue delay, no later than 14 days from the date on which the Provider received the notice of withdrawal from the Contract, any and all payments received from the Client in connection with this Contract, in the same way as the Provider received such payments, unless the Parties agree otherwise.
9. In the event that the lessons have already begun before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 8 above, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client is obliged to pay to the Provider a proportionate part of the course fee corresponding to the price of the services already provided to the Client.
10. In the event that, before the expiration of the 14-day time limit for withdrawal from the Contract within the meaning of paragraph 9 above, the ordered camp has already

been provided to the Client in full, this happened on the basis of an explicit request (i.e., on the basis of the relevant order) of the Client, in which case the Client has no right to withdraw from the Contract in accordance with paragraph 8 above.

11. The Client must always send any request for a change to the order as well as any notice of withdrawal from the Contract to the Provider in writing, i.e., by email or by filling in the relevant form at the Provider's branch office. A request to change the order is considered accepted if the Provider has confirmed its receipt in writing. The Provider undertakes to confirm receipt within 24 hours of receipt of the order at the latest. Withdrawal from the Contract is effective upon the delivery to the Provider.

### **Article VIII. Personal Data of the Client**

1. The Client makes their personal data and the personal data of the child available to the Provider by sending or signing the order: first name, surname, date of birth, address of residence/registered office, email address and telephone number and, in the case of natural persons doing business, the Company ID No. By signing or sending the order, the Client confirms that the personal data provided by them is accurate and true. If there is a change in the personal data, the Client is obliged to notify the Provider of such a change, no later than seven (7) days thereafter.
2. In the event that the Client is not a course participant and ordered the course/lessons for a third party or if the order is signed or sent by the legal guardian of a course participant who is under 18 years of age, the legal guardian or the Client who ordered the course/lessons for a third party declares that they have the right to use the personal data of the course participant and provide it to the Provider and that the personal data so provided is true. In the event that this declaration proves to be untrue, the Provider has the right to demand compensation for damage from the person who has signed or sent the order.
3. In this contractual relationship, the Provider is a personal data controller and undertakes to handle the Client's personal data in accordance with applicable legislation, especially with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as the "GDPR").
4. In accordance with Article 6(1)(b) of the GDPR, the Provider is entitled to process the provided personal data for the purpose of concluding and fulfilling the Contract. Refusal to provide the personal data shall prevent the conclusion of the Contract. Furthermore, the Provider is entitled to process personal data provided in connection with the performance of the Contract due to a legitimate interest, for the purposes of direct marketing, i.e., sending the Provider's commercial communications.
5. The Client acknowledges that the processing of the Client's personal data according to the previous paragraph does not require the Client's consent.
6. The Provider confirms that it is aware that, in accordance with the applicable legislation, the Client has the following rights:
  - right to access personal data consisting in the right to obtain from the data controller a confirmation of whether they process personal data concerning the Client or the course participant and information on the purpose of the processing, the category of personal data, the period of processing and other information according to Article 15 of the GDPR,
  - right to have inaccurate personal data rectified pursuant to Article 16 of the GDPR,
  - right to have personal data erased if the purpose for which it was collected has ceased to exist, or if the Client has revoked their consent to the processing of

personal data, or if the personal data has been collected unlawfully, and for other reasons set out in Article 17 of the GDPR,

- right to restrict processing consisting in the Client denying the accuracy of the personal data or raising an objection to processing, and in other cases referred to in Article 18 of the GDPR,
- right to data portability consisting in the Client having the right to obtain the personal data provided to the Provider as data controller in a structured, commonly used and machine-readable format and the right to transfer such data to another data controller under the conditions set out in Article 20 of the GDPR,
- right to object to the processing of personal data pursuant to Article 21 of the GDPR, and
- right to lodge a complaint with the Office for Personal Data Protection.

7. The Client declares that they have been sufficiently informed about their rights with regard to data protection.

8. The Client acknowledges that the Provider may assign personal data processing to third parties as processors.

9. The Provider undertakes to take measures to prevent unauthorised or accidental access to the Client's personal data, its change, destruction or loss, unauthorised transfers, other unauthorised processing, as well as other misuse of personal data, and undertakes to ensure this in the case of any data processor whom the Provider entrusts with the processing.

10. The Provider shall ensure, to the extent required by applicable laws and regulations, that its employees and other persons working with the Client's personal data are sufficiently informed about the fact that such data must be kept and protected in accordance with the GDPR and not provided to third parties.

11. If necessary, the Client is entitled to contact the Provider's Data Protection Officer at: [poverenec@eduagroup.cz](mailto:poverenec@eduagroup.cz).

12. The processing of the Client's personal data will take place for the duration of the Contract concluded on the basis of the order. The Provider undertakes to erase the processed personal data without undue delay after the termination of the Contract, but no later than within one (1) month thereafter, except for certain data retention in the legitimate interest of the Provider in the event of a dispute with the Client.

13. The Provider declares that the system where personal data will be stored is located in the territory of the European Union or is protected by the Framework Agreement on the Privacy Shield concluded between the European Union and the U.S. (EU – U.S. Privacy Shield Framework) and is in line with the GDPR.

### **Article IX. Dispute Resolution**

1. In the event that a consumer dispute arises between the Provider and the Client, who is a consumer, under the Contract for the provision of language lessons concluded on the basis of an order from the Client, which cannot be resolved by mutual agreement, the Client-consumer may submit a proposal for out-of-court settlement of such a dispute to the designated consumer dispute resolution body, which is:

**Czech Trade Inspection Authority**  
Central Inspectorate – the ADR Department  
Štěpánská 15  
120 00 Prague 2

Email: adr@coi.cz  
Web: adr.coi.cz

The Client-consumer may also use the platform for online dispute resolution, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

#### **Article X. Final Provisions**

Unless these Terms and Conditions or the agreements of the Parties stipulate otherwise, the legal relations between the Parties are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

#### **ANNEX**

[Model form for consumers withdrawing from the Contract pursuant to Section 1829 et seq. of the Civil Code.](#)