



## GENERAL BUSINESS TERMS AND CONDITIONS

### I. Basic Provisions

Ing. Olga Soukupová – JAS Languages, ID of company: 02064685 with place of business in Ostruhova 58, Mělník 27601, Czech Republic (hereinafter referred to as “*Agent*”) issues these General business terms and conditions regulating rights and obligations in contractual relations arising out of the provision of services of agent to natural or legal persons (hereinafter referred to as “*Client*”). These General business terms and conditions form an integral part of each contract concluded between *agent* and *client*.

### II. Conclusion of the Contract

Contract between *client* and *agent* arises, after previous registration of *client*, on the basis of the written order and advance payment of EUR 150 (hereinafter referred to as “*Advance payment*”) by *client* and subsequent acknowledgment of receipt (order and payment of an *advance payment*) by *agent*.

Order can be made by following ways:

- filling in an electronic order form on the *agent*’s website
- sending the order on the *agent*’s e-mail

### III. Subject-matter of the Contract

*Agent* undertakes to facilitate studies of the Spanish language in Spanish language schools in different cities of Spain (hereinafter referred to as “*School*”).

*Agent* offers:

- Mediation of agreement between *school* and *client*
- Arranges course and accommodation for *client* with appropriate *school* in Spain
- Ensures payment between *school* and *client*
- Ensures additional services ordered by *client* (e.g. pickup at the airport)

*Client* is obliged to assume ordered language course and pay properly and in a timely manner.

### IV. Course Conditions and Implementing Teaching

Course conditions:

- The minimum age for beginning of course for individuals is 17 years
- The minimum age for beginning of course for groups is 13 years

Implementing teaching:

- Unless otherwise agreed, course begins on Monday and last day of course is Friday
- *School* is responsible for the timetable and content of the course
- Assuming that number of students in a group is lower than 2 *school* reserves the right for proportionate reduction of course hours
- Study materials, exams, afternoon activities or trips of *client* are not included in the price of language course
- *Schools* are closed during public holidays according to individual cities. Missed hours are not being substituted but *school* can decide that some of missed hours will be substituted another



week. This decision rests with the *school*. *Agent* is not responsible for substitution of studies or for payment for missed hours during public holidays.

In case that *client* starts language course later than on the registration date or if he misses part of the course *agent* does not offer replacement (in form of studies or financial substitution) for missed hours / days.

## V.

### Price

The basis for the price of language course (hereinafter referred to as "*Tuition fee*") is a pricelist published on the *agent's* website. / Price for specific language course (hereinafter referred to as "*Tuition fee*") is determined by the price of the course, price of the accommodation, enrolment fee and price for additional services if applicable.

## VI.

### Payment

*Tuition fee* and *advance payment* may be paid in following ways:

- By credit card through PayPal
- By credit card on the *agent's* website
- By bank transfer (in this case *client* pays all bank fees which could be charged by some of the banks – these bank fees will be added to final payment of the *client*)

*Advance payment* of EUR 150 must be paid two weeks before the language course is started at the latest, otherwise place in the course cannot be ensured.

Rest of the *tuition fee* is paid on the first day of language course directly at school.

After payment of the *tuition fee* school issues an invoice upon *client's* *advance payment* and provides it at the disposal of client on his request.

## VII.

### Accommodation

Accommodation is always booked for the whole week, from Sunday to Saturday.

For an additional fee it is possible to purchase extra nights (maximum of 3). Purchase of extra nights is dependent on the availability of the accommodation.

*Client* is obliged to follow the rules of chosen accommodation or rules of the host family.

## VIII.

### Travel Information, Documents and Insurance

*Agent* is an intermediary of language course and therefore he is not responsible for proper and timely realisation of language course neither for injury, illness, loss of or damage to client's property in connection with journey and with stay abroad.

In case that *client* ordered airport pickup at *agent*, he is obliged to provide information about arrival and departure on demand of agent.



*Client* is obliged to arrange all necessary insurance (including visas if needed) and documents for journey and stay abroad. *Client* holds responsibility for breach of this duty.

*Agent* is not responsible for *client's* behaviour abroad and damage caused by *client*. *Client* is obliged to behave in a way that does not violate any legislation of foreign country, rules of study programme of appropriate *school* and in a way that does not interfere with the rights of other language course participants and that does not cause any damage.

## IX.

### **Cancellation and Changes of Reservation by Client**

Notifications about cancellation and changes of reservation by *client* shall be done in a written form by sending an e-mail on [info@jaslanguages.com](mailto:info@jaslanguages.com). Other forms of notification (verbally, over the phone, etc.) won't be accepted. Day of cancellation means day of delivery of e-mail, containing notification about cancellation of reservation, to *agent*.

Costs connected with the cancellation of reservation:

- In case that reservation is cancelled more than 4 weeks before the start of the language course, full amount of reservation will be refunded to *client*. *Client* will be charged cancellation fee of EUR 100.
- In case that reservation is cancelled from 2 to 4 weeks before the start of the language course, *client* is entitled to repayment of 50% of full amount of reservation.
- In case that reservation is cancelled less than 2 weeks before the start of the language course or after the course is started, *client* is obliged to pay full amount of reservation (100%).

Change of reservation:

- If it is possible to change language course or accommodation, administrative fee will be charged in amount of EUR 75
- Changes of reservation are not possible less than 2 weeks prior to the start of language course.
- Changes after the start of language course are not possible.

## X.

### **Cancellation and Changes of Reservation by Agent**

*Agent* has right to cancel or change reservation in serious cases or due to insufficient filling of the language course.

If *agent* cancels or changes reservation he is obliged to inform (without undue delay) *client* including the reasons for cancellation or change of reservation.

In case of cancellation or change of reservation *agent* offers *client* another option. If this option won't be accepted by *client*, whole amount of reservation will be refunded.

## XI.

### **Cancellation and Changes of Reservation by Third Person**

*Agent* is not responsible for cancellation or change of reservation by school or third person.



## XII.

### Late Arrival and Absence

In case that *client* arrives with a delay on language course or he fails to appear, amount for missed hours/days won't be refunded or compensated.

In case that *client* fails to appear or if he does not fulfil sufficient attendance of language course, *school* reserves the right not to issue a certificate.

## XIII.

### Personal Data of Client

*Client* gives his personal data (name, surname, e-mail address and phone number, date of birth, birth certificate number and permanent address) at *agent*'s disposal by sending written order.

When enters into a contract, *client* confirms that provided personal data are accurate and truthful and expresses consent with personal data processing for the purposes of *agent*. *Agent* undertakes to use personal data in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.

In case of change of *client*'s personal data, *client* is obliged to inform *agent* within 7 days about this change.

*Client* has the right of withdrawal of his previous consent with personal data processing and in case of violation of his rights he has right to contact the office for Personal data protection.

## XIV.

### Final Provisions

Negotiated terms of the contractual relationship can be changed or cancelled only by explicit agreement between both contracting parties and under the conditions laid in these General business terms and conditions.

By making a reservation *client* confirms his agreement with these General business terms and conditions.

*School* may reserve the right to invoke also its own General terms and conditions in addition to these terms and conditions. Unless General business terms and conditions and agreement between contracting parties state otherwise, legal relations arising between contracting parties are governed by the relevant provisions of Act No. 89/2012 Sb Coll., Civil Code, as amended.

Wording of these General business terms and conditions shall be binding upon the contracting parties.

These General business terms and conditions shall take effect on 1.5.2014.