

# General terms and conditions

General terms and conditions in force since 1<sup>st</sup> April 2015

These General terms and conditions (hereinafter referred to as "Terms") regulate the relationships arising between the provider and the client when ordering and providing educational services. The provider is the company Life Support s.r.o., company ID 28173678, VAT no. CZ28173678, with its registered office at Nezamyslova 5/726, Praha 2, 128 00 (hereinafter referred to as "Provider"). The company is registered with the commercial register maintained by the Municipal Court in Prague section C, insert 130558.

## 1. General provisions

- 1.1. The client is a natural person or legal entity who/which places an order for a course, educational event or other services of the Provider (see Art. 2 "Order").
- 1.2. A concluded order binds the Provider and the client to duly fulfil their obligations and represents an agreement on the provision of the ordered services.
- 1.3. The client is obliged to get acquainted with these General terms and conditions. By confirming the order or concluding an agreement with the provider the client undertakes to abide by these Terms and confirms to have become acquainted with them.
- 1.4. The Provider reserves the right to specify or modify these Terms. All modifications must always be specified in writing in agreements or by means of electronic communication with the client. In the case of a conflict the specification or modifications in the agreement or written and electronic communication with the client shall be considered effective. With the exception of separately specified or modified terms in the agreement or electronic communication, these Terms will always be valid.

## 2. Order

- 2.1. The client places an order for the courses, educational activities, goods and other services of the Provider by means of an order form on the Provider's website ([www.lifesupport.cz](http://www.lifesupport.cz)), electronic mail (e-mail) or in another written form, with a subsequent confirmation by the Provider. The order or its possible modifications and amendments must always be made in writing in one of the abovementioned forms. Orders placed by telephone and oral orders are not accepted.
- 2.2. The client may register for the courses and other educational events as a natural person (individual), legal entity or order an educational event for a group of participants.
- 2.3. Every order must always be confirmed (or specified) by the coordinator of the courses of the Provider, in writing by electronic mail sent to the contact e-mail submitted by the client in the order. Without this confirmation the order is not valid. If you do not receive a confirmation of your order, please contact the Provider by electronic mail, telephone or the contact form on the website [www.lifesupport.cz](http://www.lifesupport.cz).

- 2.4. Registration for a course or educational event for individuals is possible latest 5 (five) days before the planned date of the event. A later registration is possible only after an agreement with the coordinator of the courses of the Provider either on the telephone or in writing. The applications of individuals are recorded and sorted in the order in which they were received until the capacity of the course or educational event is full. Applicants will be informed about the fact that the capacity of the course is full by means of a remark in the registration form. If a client applies after the capacity of a specific educational event is full, the client will be informed about this fact without delay by the coordinator of the course of the Provider and will be offered the status of substitute for the course on the selected date or will be offered a different date of the educational event or other possible alternatives.
- 2.5. The order for a course of educational event for a legal entity or group of participants is always arranged on an individual basis with the Provider on the basis of the requirements and needs of the client and the possibilities of the Provider. Details of the order for courses or educational activities (including the date, price, place, number of participants and other conditions) will be agreed between the client and the coordinator of the courses of the Provider.
- 2.6. The Provider reserves the right to change the date, lecturer and place of the educational event or to cancel the educational event for operational or organizational reasons. The provider also reserves the right to cancel the educational event if the minimum capacity of participants is not filled. Possible changes or the cancellation of the event will be communicated to the client without delay by the coordinator of the courses of the Provider in writing by an e-mail sent to the e-mail address submitted in the order or by telephone. The Provider also reserves the right to decline the order of a client without stating a reason.
- 2.7. The Provider reserves the right to make modifications in the structure and organization of the educational event, however, the content and duration of the course must not be affected.

### **3. Payment and invoice**

- 3.1. The prices of courses, educational events and other services are calculated and billed on the basis of the quotation of the Provider which the Provider submitted to the client before executing the order.
- 3.2. The prices are stated exclusive of VAT, unless it is expressly stated that the price is inclusive of VAT.
- 3.3. The payment for courses, educational events and other services of the Provider may be made by bank transfer or in cash. The method and date of the payment are always agreed beforehand and specified in the order. By confirming the order the client expresses his agreement with the agreed price and method of payment.
- 3.4. The Provider may ask the client to pay part of the price as a deposit or may request the payment of the full amount in advance. This condition must be stated and agreed in advance in the order. A prepayment (pro forma) invoice is subsequently issued to the client with a standard due period of 7 (seven) days from the date of issue, unless agreed otherwise. If the pro forma invoice is not duly paid, the order will be cancelled and the

course will not take place or the client will not be allowed to take part in the educational event (the cancellation conditions are specified in Chapter 4).

- 3.5. Unless the payment of a deposit or the full amount in advance is agreed, in the case of payment by bank transfer, an invoice with a due period of 7 (seven) days from the date of issue is issued to the client after the end of a course or educational event, unless agreed otherwise.
- 3.6. In the case of late payment of an invoice, the Provider is entitled to charge late payment interest in the amount of 0.05 % of the outstanding amount for every day of delay commenced.
- 3.7. The payment for courses and educational events for individuals is always made in advance in the form of a prepayment (pro forma) invoice. If the pro forma invoice is not paid duly and in time, the applicant will not be allowed to take part in the course (the cancellation conditions are specified in Chapter 4).
- 3.8. The payment in cash for courses and educational events for groups and legal entities must be made latest on the day of the event and always before its beginning.

#### **4. Cancellation conditions**

- 4.1. An order may be cancelled by the client only in writing by e-mail or in another written form.
- 4.2. In the case of cancellation of an order which has already been confirmed by the client the cancellation fees are the following:
  - In the case of cancellation more than 7 days before the date of the course or educational event – 15 % of the price stated in the order.
  - In the case of cancellation 2 – 6 days before the date of the course or educational event – 70 % of the price stated in the order.
  - In the case of cancellation less than 2 days before the date of the course or educational event – 100 % of the price stated in the order.
- 4.3. In the case of cancellation of an order which has already been confirmed by the client, the client is obliged to pay a cancellation fee to the Provider in the adequate amount (see Art. 4.2). An invoice with a due period of 7 (seven) days will be issued to the client by the Provider for the amount of the cancellation fee. In the case of late payment of the invoice, the Provider is entitled to charge late payment interest in the amount of 0.05 % of the outstanding amount for every day of delay commenced.
- 4.4. If the course or educational event was paid in advance in part or in full by means of a prepayment (pro forma) invoice, in the case of cancellation of the event by the client, the adequate amount after the subtraction of the cancellation fee (see Art 4.2) will be returned to the client's bank account.
- 4.5. In the case of cancellation of the course or educational event by the Provider, the full amount paid in advance will be returned to the account of the client within 15 (fifteen) days from the announcement about the cancellation of the event.

4.6. If necessary, the client may send a substitute for a registered participant.

## 5. Complaints

5.1. The client has the right to make a complaint about the provided courses or educational events, in particular due to the following reasons:

- Nonobservance of the content of the event agreed in the order
- Nonobservance of the methodology of the instruction agreed in the order
- Organization of the event

5.2. A complaint must be made by the client in writing by e-mail (or another written form) without delay after ascertainment of the subject of the complaint, latest within 10 (ten) days from the day when the course or educational event was held. The date when the complaint was sent is considered as the date when the complaint was made.

5.3. A written complaint must contain the contact details of the client (name of company, company ID, address etc.), contact details of the contact person who is handling the complaint, ID of the course or educational event and a detailed description of the reason for the complaint.

5.4. The Provider is obliged to handle the complaint latest within 30 (thirty) days from its receipt from the client, unless both parties agree on a longer period. The date of receipt is the date when the complaint was delivered to the Provider.

5.5. In the case of a justified complaint (fault of the Provider) the client has the right to request an adequate compensation which may be in the form of a different course or educational event or a discount from the agreed price for services.

## 6. Final provisions

6.1. The conditions of processing personal data are governed by Act. No. 101/2000, on the protection of personal data, as amended, and are specified in detail in the document "Declaration of the company Life Support, s.r.o. on the protection of personal data", available on the Provider's website [www.lifesupport.cz](http://www.lifesupport.cz).

6.2. The contracting parties undertake not to communicate mutual data and information received during the cooperation to any third person.

6.3. By concluding the order the client acknowledges the Provider's copyright to all didactic materials and presentations and is aware of the legal consequences of their further commercial use with a written consent of the Provider.

6.4. Cases and relationships not governed by the Terms are governed by valid legislation of the Czech Republic.

6.5. The Provider reserves the right to modify these General terms and conditions at any time, even without prior notice.