1. These GCTC define the rights and obligations of SkrivaneK, a limited liability company with its registered seat at Na dolnich 153/22, Praha 4, Company ID No. 60715235, in the Commercial Register maintained by the Municipal Court in Prague, File C, Insert 232789, (hereinafter the “Supplier”) and the “Client” related to the adoption of the Services for providing and ensuring language instruction by the supplier and other rights not expressly stated in each individual contract (contract on ensuring language instruction) entered into with the Client, and the Client is defined as an individual or legal entity requiring fulfillment in the form of provision of language instruction services and other related activities.

2. This document defines the terms and conditions under which, by virtue of individual contracts or separate partial contracts entered into between the Client and the Supplier under the Contract defining detailed contractual terms and conditions for providing services, the Supplier shall provide the Client with individual performance (hereinafter referred to as the “Services”) within the scope of their trade licence and business activities, the subject of which shall be in particular language instruction.

3. The Supplier shall provide its services to the Client under the terms specified herein and in the contractual arrangements based on the Contract.

4. The Supplier shall provide the Services through its employees, as well as through their contracted external workforce.

I. Preamble

II. Written Form of Acts and Delivery

1. Tasks performed in written form for the purposes hereof shall include, unless the parties have agreed otherwise, the following:
   a. classic instruction, each individual lesson hour, regardless of the number of the parties,
   b. public speaking performance, including preparation and delivery of a speech, a monologue, a debate, or any other similar performance on public life,
   c. the preparation and delivery of a brief, a speech, a letter, or any other similar performance on public life.

3. The Supplier shall perform the Service properly when it is performed so far by the Supplier.

4. The Client is obliged to confirm to the Supplier the takeover of the Services within the agreed length of instruction;

5. If the subject-matter of the Contract is traditional lessons that are invoiced monthly (either individual or group lessons) that are invoiced monthly,

6. Payment for these lessons at the moment when the Client

7. If the Supplier fails to conduct lessons (e.g. due to the instructor's ill), the arranged lessons that have not been taught shall be entitled to issue relevant invoices and/or advance invoices determining them.

V. Warranty Period, Complaint Periods and Claims Resulting from Liability for Defects in Services

1. A service is defective if it is not provided in compliance with the Contract and the GCTC.

2. The Client is entitled to submit its claims resulting from Service defects in writing without undue delay after they discover them, but at the latest within 7 days from the date when the Services were provided. For this purpose, a service shall be considered to have been provided in the case of classic instruction individual lesson hour, regardless of the number of the parties.

3. The Client is entitled to cancel pursuant to Article IV 8.4 thereof is reached, unless the Client and the Supplier agree on its substitute performance. This provision does not apply to any particular contractual relationships or specific legal provisions.

4. The Client undertakes to submit any complaints relating to the creation of the Contract shall also apply to any amendments of the Contract.

5. A service, the subject-matter of which are lessons, shall not be considered to have been provided late if the Supplier provides the Client with information about the conducted lessons on time.

6. The Client is entitled to the Supplier to take the Service of the Supplier and its substitute performance. This provision does not apply to any particular contractual relationships or specific legal provisions.

7. The Client is entitled to the Supplier to take the Service of the Supplier and its substitute performance. This provision does not apply to any particular contractual relationships or specific legal provisions.

8. If the subject-matter of the Contract is traditional lessons (either individual or group lessons) that are invoiced monthly and represent an individual contractual relationship.

9. If an arranged lesson is cancelled at least 24 hours in advance, that lesson shall be considered cancelled and shall not be invoiced to the Client. If an arranged lesson is cancelled less than 24 hours in advance, the Client shall be entitled to demand payment of a cancellation fee by the Client, which shall be due within one week from the date of the notice of the obligation to pay the cancellation fee.

10. The amount of the cancellation fee shall be set as follows:

11. In the amount of up to 50% of the price of the service if the Client withdraws from the Contract before the particular service/s have been provided, with the agreed that the amount of the cancellation fee shall be set as follows:

12. In the amount of 100% of the price of the service (course without VAT) if the Client withdraws from the Contract after the start date of the course, except if there are legitimate objective reasons on the Client's side that prevent the Client from using the services based on the signed Contract;

13. The total amount of the cancellation fee will depend on already provided fulfillment and costs related to services provided so far by the Supplier.

14. The Client is entitled to cancel pursuant to Article IV 8.4 thereof is reached, unless the Client and the Supplier agree on its substitute performance. This provision does not apply to any particular contractual relationships or specific legal provisions.

15. The Client is entitled to cancel pursuant to Article IV 8.4 thereof is reached, unless the Client and the Supplier agree on its substitute performance. This provision does not apply to any particular contractual relationships or specific legal provisions.

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Contract, the said invoices and/or advance invoices shall be payable by the due dates indicated on the invoices.

3. Unless expressly specified otherwise, all the prices, as well as any other amounts specified in the Contract, shall be exclusive of VAT.

4. If the client’s payment has not been arranged in the Contract, the Supplier shall invoice the Client as a price for such service according to the Supplier’s price list; such price shall be as effective as at the day on which the service is provided.

5. If an invoice was not issued at the time of ordering the service, individual services shall be invoiced at the time of the actual tax transaction and performances provided under Contract or order. The date of the invoice shall be as at the last day of the previous month. All underpayments and overpayments, if any, as well as other claims, shall be accounted for on the invoice relating to the following month.

6. The Supplier shall issue to the Client an invoice containing all the particulars of a tax document (hereinafter also referred to as an “invoice”). Individual orders shall be invoiced either at the time of ordering them or as at the date of the taxable transaction and performance provided under Contracts entered into for a longer period of time than one month shall be invoiced monthly for all Services provided in the previous month by the fifteenth day of the month for which the payment is being made.

7. The Client is required to pay the invoice by the due date, which shall always be 14 days from the date of issuance of the invoice, and all payments must be properly identified. If the payment is not made within the due date or is paid in cash, the date when the relevant amount is credited to the Supplier’s account shall be considered the payment date for purposes hereof.

8. In the event of delay with the payment, the Client shall be obliged to pay to the Supplier interest on the amount not paid within 1% of the amount due for each day of delay.

9. In the event of a delayed payment, the payment, regardless of the way it is identified, shall be set off against the late payment interest and the contractual and performance fees, resulting from the remaining part of the payment in an order corresponding to the due dates thereof.

10. If the Client or Supplier fails to make the payment of the invoice for advance, partial, or full payments, or if the Client fails to make said payments or any other payments for a period longer than 15 days from the date of the invoice, the Supplier shall be entitled to withdraw from the Contract with the effects of the withdrawal occurring as of the date of the withdrawal. In the case of Contracts entered into for a longer period of time, all pending partial Contracts entered into as part of a Contract for a longer period of time shall be terminated as of the date of withdrawal; and/or shall cease to exist.

11.1. If the Supplier’s complete withdrawal is not performed within 30 days from the date of the invoice, the Client may require the Supplier to withdraw from the Contract with the effects of the withdrawal occurring as of the date of the withdrawal. In the case of Contracts entered into for a longer period of time, all pending partial Contracts entered into as part of a longer period of time shall be terminated as of the date of withdrawal; and/or shall cease to exist.

11.2. The Client may terminate the Contract by notice; and/or when the Supplier’s withdrawal is not provided in its present and future receivables; it shall be up to the Supplier’s discretion to decide about the suitability and/or adequacy of such measures; and/or suspend provision of services to the Client until full payment of any outstanding liabilities is made resulting from the Supplier.

11.3. The Client undertake to avoid any other possible forms of dishonest competition towards the Supplier or any behaviour that may result in delay of payment by the Client. Should the Client violate any of the duties stated in this Article of the General Commercial Terms and Conditions, the Supplier shall be entitled to terminate the Contract in full, without any prior notice, to CZEK 100,000 to the Supplier for each case of breach thereof; this shall also apply to repeated breaches. The contractual fine invoiced to the Client and Supplier shall be payable within 15 days of the delivery of the invoice, and the fine paid shall not be included in any compensation of incurred losses.