

# CONTRACTUAL CONDITIONS

relating to the Contract of Seznamovák JU (hereinafter referred to as the "Contract"), the subject of which is the provision of accommodation, meals and team-building program provided at a specified time (hereinafter referred to as "Course") on a course for students of JU Seznamovák (hereinafter referred to as "Seznamovák JU"):

## 1. Introductory provisions

These terms and conditions are valid for all Courses of Seznamovák JU and are a part of a contract concluded between the client and the organizer of the Camp.

In accordance with the provisions of Sections 1751(1), 1798 et seq. and 1811(2), these terms and conditions shall govern the following 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the parties arising from the contractual relationship concluded between the following the organizer and the client, the subject of which is a Camp intended for healthy students of the University of South Bohemia University of České Budějovice, who do not require special care and can adapt without limitations to the daily programme, which is listed on the website of the operator in the section Seznamovák JU; **by submitting the application, the Client confirms** that he/she accepts these terms and conditions, as well as the course programme, and declares that he/she is able to follow such programme without restriction to complete the programme.

Rights and obligations between the client and the organizer arise from the contractual relationship referred to above, shall be governed by the provisions of the contract and these terms and conditions.

## 2. Parties and interpretation of terms

- a. **Organizer** or **operator** means SUJU life, z. s., ID No.: 108 44 970, registered in Municipal Court in Prague, under file number L 74882 (hereinafter referred to as the "Operator");
- b. **Client** means the person who has submitted the application form and who is a student of the South Bohemian University of České Budějovice or is becoming a student in this year.
- c. **Client's e-mail** means the e-mail address provided by the Client in the application form as the contact e-mail;
- d. **Email of the Operator** means the email seznamovakju@gmail.com;
- e. **Operator's website** means [www.seznamovakju.cz](http://www.seznamovakju.cz) ;
- f. **The person authorized to represent the operator** means the registered chairman or vice-president of the association or the main coordinator of the event (i.e. the date of the Course for which the client is registered);
- g. **Written form of legal action** means (i.e. the legal action is made in writing), if the legal act is performed by communication between the operator's e-mail and the client's email. The time of delivery is the date on which the e-mail is verifiably sent. A secured electronic signature is not required.

## 3. Signing up for a Course on Seznamovák JU - conclusion of the contract and fees incurred

1. The client's registration to the Course is done exclusively by means of an electronic application on the operator's website. After the complete and truthful completion of all mandatory items of the electronic application form by the client and its electronic submission, a **preliminary reservation** of the stay with a validity of 5 working days is created at the moment of its delivery to the operator.

**The requirements of the electronic application form** on the operator's website are:

- a. Correctly and truthfully filled in data concerning the customer, including his/her health condition. The Customer acknowledges that the Course is intended for healthy persons who do not require special care. Minor allergies and sensitivities are not a barrier to the client's participation in the the Course, but such allergies and sensitivities must be correctly and fully described in the electronic application form;
- b. **Contact details of the person** who will be informed about the Course if necessary, only in cases of necessity, e.g. (injury, illness, etc.) are ment e.g. the client's parents or another close person.
- c. **All documents required** for the Seznamovák JU Camp (available for download at operator's website) must be properly filled out and a copy (scan) of them sent to the e-mail of the operator.

2. By completing the application form, **the Client agrees to the use and processing of all data** of the Client necessary for the smooth organization of Seznamovák JU, in particular personal and contact data of the customer or contact data of the person according to Article 1 point d., as well as the Client agrees to the use of all photographs and audiovisual recordings for the subsequent promotion of the Seznamovák JU on the Internet and in other media (see below).
3. In the case of **payment for the Camp by a third party** (in particular by the client's employer on the basis of invoice issued by the operator), the provisional reservation is valid until the due date of this invoice.
4. Upon written request, the operator undertakes to **issue a tax document** invoice (or proof of payment) for the Client's Course at Seznamovák JU; the request for a tax invoice can only be submitted within the period from 30 May to 30 September, but at the earliest at the same time as submitting the application form. The invoice will be sent in electronic form to the e-mail address of the client. After the deadline mentioned in this paragraph has expired, the operator will issue the Client's express written request, a confirmation of the Client's participation in the Course, which will be sent by e-mail within a maximum of 10 days from the date of receipt of this request. **Electronic transmission of the invoice is free of charge**, in the case of a request to **send an invoice by post** (registered letter or EMS), the operator charges a handling fee of **CZK 132,-** payable in cash on arrival of the Client at the Course or by transfer to the operator's account (account no. **2002000193/2010 or 2802000191/2010**). The same fee (CZK 132,-) is charged by the operator for each mailing of written material requested by the customer, in particular for confirmation of Course, order confirmation, etc.; the electronic sending of these materials is always free of charge. The usual materials and declarations are always available for download on the operator's website.
5. **The conclusion of the contractual relationship** occurs at the moment of confirmation of the preliminary reservation by the client in the form of payment of the advance payment or the full price of the Course by transfer to the bank account of the operator (account no. 2002000193/2010 or 2802000191/2010) according to the instructions sent by the operator electronically to the e-mail of the client. In the case of payment of the stay by a third party (in particular the client's employer), the contractual relationship is established at the moment of proper payment of the invoice issued by the operator. Once the payment has been credited to the operator's account, the operator will send the client a confirmation of the binding reservation.
6. In case that the provisional reservation is not confirmed within 10 working days (or by the due date invoice) by the customer by the payment of the advance payment or the full price of the Course to the operator, the operator reserves the right to cancel the provisional reservation and offer the Course to another person interested in the Course.
7. In case the client pays the operator the price of the same stay more than once (i.e. pays more, than the sum of the price of the stay and the price of the additional services), he/she is obliged to immediately notify the operator by writing to the operator's e-mail address and document this fact with copies (scan) payment documents (bank slips or bank statements showing all payments made for the stay, and debited by the bank also from the customer's account, duly legible and marked). The documents must be provided from the client's e-mail. The operator will return the amount incorrectly paid to the customer, less the cost of e.g. bank charges, by wire transfer without undue delay, but at the latest within 10 working days of proof of all the facts (and documentation) referred to in this paragraph.

#### **4. Scope and price of Seznamovák JU**

1. The price of the Camp is contractual. Any monetary payment (full price of the stay, deposit or payment in installments according to the price list at [www.seznamovakju.cz](http://www.seznamovakju.cz) and [www.seznamovaksummercamp.cz](http://www.seznamovaksummercamp.cz)) is considered paid at the moment of crediting the payment to the operator's account.
2. **The price of the Camp includes:**
  - i. **accommodation** in a standard equipped cottage or bungalow, **half-board meals** (i.e. breakfast, dinner). The operator will arrange for a specific client upon prior written request in the application

- form, a dietary regime of vegetarian, vegan, gluten-free, lactose-free, whereby the customer must specify what type of allergy is involved;
- ii. **pedagogical and medical supervision** in the form of well-trained instructors from higher specific faculties, who will be in charge of team-building activities and other sports and cultural activities; and an appropriate amount of medical supervision;
  - iii. **transport to and from the venue of the Course** in the form of bus transport from the selected bus transport;
  - iv. **final** (at end of Course) cleaning of common areas such as restaurant, toilets, showers, common meeting areas, cabins and camping areas;
  - v. **the cost of the purchase and use of aids** and sports equipment necessary for the production of and the subsequent implementation of the program;
  - vi. the cost of **medical care**, including transport for professional medical treatment, if necessary (the above does not include additional payments for medicines and other costs incurred in connection with the treatment incurred by the Client); provided that any costs so incurred by the Operator shall be cost-effective and made in the interests of the Customer, the expenditure of which shall be at the discretion of the Operator.
3. Participation does not entitle the client to any other benefits and services except for the program, **which will be published** before the Course on the operator's website, which will be adjusted only depending on the weather and other events that did not arise from the actions of the client or could not be influenced by the client (e.g. late or defective performance of third parties with whom the client has negotiated). **The client acknowledges** that all the program is voluntary and it is up to the client whether to use it, to what extent or not.
4. **The price of the stay, on the other hand, does not include:**
- i. use of all facilities and activities at the campsite, **activities listed on the website the owner of the recreation area and the paid activities listed on the website of the operator** where the Course takes place; these additional services may be provided to the Client at their own expense,
  - ii. **the client's accident insurance** and a fee from the stay, which may be charged by the local municipality.
5. The Operator reserves the right to adjust the prices of individual Courses (i.e. dates of Camps), if offered. In this case, the price for the client is the price that was on the Operator's website at the time of sending the electronic application form of the customer. The valid price or any changes to it will be listed in the internal database so that it is when the price change occurred. At the same time, this price change will be indicated on the internet website, including an indication of when the price change took place.
6. The nature of the accommodation always corresponds to the age of the premises in which the Course takes place.
7. **Check-in** for the Course is on the day of the start of the Course (Camp) between 1 pm and 9 pm, the following days between 9 am - 9 pm. The above applies in the case of own transport. At later arrival, the client is entitled to a discount on the price of the stay, see Article 6(5). Meals start with dinner on the day of arrival. Meals end with breakfast on the day of departure.

#### **5. Changes to the services provided**

1. The operator is **entitled to change the venue of the Course** in cases which he has not intentionally caused, if circumstances arise which prevent him from carrying out the Course as previously planned on the agreed conditions, in case that there is another recreation camp disposal (the venue of the course).
2. In case of a change of the facility or the date of the course, the operator is obliged to notify the client without undue delay. **If the client does not agree with the change, the client is entitled to terminate the contractual relationship in writing within 14 days of the operator's notification;** the client's **right to terminate the contract expires upon the expiry of this period** and the client is deemed to have agreed to the change of venue. In case of a valid termination, the operator is obliged to refund the amount paid by the client in full without undue delay, but no later than 10 days

after sending the e-mail containing the termination of the contract. Cancellation of the contractual relationship for these reasons may only be notified by e-mail to the operator.

3. If the client decides to request the operator to **change the date** (time of the Camp) after the conclusion of the contractual relationship, the operator may apply the price of the application according to the original order upon approval of this request. This can only be applied if the operator offers more than one date in a given season and if the other dates are not sold out (i.e. In this case, the operator will only change the dates if the client pays the difference in the price of the stay in advance (see below), in which case the client is entitled to a discount on the original application only if the price of the newly selected stay is lower than the price of the originally selected stay. The operator is entitled to the additional payment of the price of the application if the price of the new date is higher than the price of the originally purchased one.

## 6. Cancellation of the stay by the client and CANCELLATION TERMS

1. The **client is entitled to cancel the contractual relationship** with the operator before the start of the Camp or during the Camp electronically and only by e-mail to the e-mail address of the operator. The date of delivery to the operator is decisive for determining the date of cancellation.
2. **In case of cancellation by the client**, the operator will reduce the price paid by the client by the following amounts:
  - i. a fee of **CZK 200,-** if the cancellation is made by the client before 16 days before the start of the Camp;
  - ii. by **half the price** of the Camp if the cancellation is made by the client 15 to 8 days (inclusive) before the start of the Camp;
  - iii. the **full price** of the Camp if the cancellation is made by the client between 7 and 1 day (inclusive) before the start of the Camp;
3. Paragraph 2 does not apply only if the **Client provides a suitable substitute person**; the suitability of the substitute person is at **the discretion of the operator**. The client is obliged to notify the operator of such a replacement participant at least 3-5 working days before the start date of the Course (course period). This fact must be written exclusively to the e-mail of the operator from the e-mail of the client.
4. In case of a **late arrival**, the client can only claim the following reimbursement of the proportional part of the meal limit (CZK 100,- per day), only if the amount of the refund rightfully claimed exceeds CZK 200,-.
5. In case of **early departure** of the client from the Course (before the end date of the Course), the client may only claim reimbursement of a pro rata part of the meal limit (CZK 100m-/each day), and only if the amount rightly claimed for reimbursement exceeds CZK 200,-. Cancellation of the Course by the client is also considered a cancellation of the client's consent to the processing of personal data before the end of the Course and the consent to the use of photographs and video recordings and other forms of presentation specified in Article 9, point 8; in such cases, the reimbursement of the amounts specified in this paragraph shall not be refundable.
6. The Operator is obliged to transfer the refundable amount to the Customer's account no later than 10 working days after the end of the Course.

## 7. Cancellation of the stay by the operator

1. **The operator may cancel the contractual relationship with the client** before the start of the stay or during the course, in particular in cases where:
  - a. client **seriously disrupts the progress of the Course**, in particular if the client's behaviour is contrary to good manners or in the case of misconduct or criminal activity. Exclusion of the client from the Course shall be decided by the main coordinator of the course with final effect;
  - b. the client does not **meet the medical, physical or psychological requirements** for participation in the course intended for the stay of healthy persons who do not require special care and are

able to adapt without problems to the course regime as indicated on the operator's website in the application form section; medical requirements shall also be deemed to include the fact that the client has undergone all mandatory vaccinations. Exclusion from the Course shall be decided by the main coordinator of the course, after consultation with the relevant medical team, with final effect;

- c. **incorrect or incomplete information has been provided by the client** (e.g. when filling in application form), in particular concealment of medical facts for which the client is unable to participate in the course (see point 1(b) above). Exclusion from the stay is decided by the main coordinator of the course, with final effect;
- d. the **client fails to provide complete documentation** at the start of the course, which includes a declaration of participation signed by the client (to be completed at the place of departure for the course or at the place of the course if the client uses his/her own transport to the course), a certificate of infection-free status, and consent to the processing of personal data (subject to application form). If the client does not secure a declaration of infection-free status from his/her physician, client must sign this declaration before the start of the course in the operator's form.

**In the cases referred to in paragraph 1 of this article, the client has no right to a refund the price of the Course or any part thereof.**

2. **The Operator may cancel the Course in the event of sudden circumstances** arising through no fault of the operator, which make it impossible to start or continue the course; these are natural disasters and events included, for example, in the regulations of the Government of the Czech Republic or general measures of the relevant sanitary station restricting residential events and other events with a larger incidence of persons. In case of such cancellation by the operator before the start of the event, the price paid by the client will be reduced by a fee of CZK 200,-, and in the event that the course is prevented from continuing, the client will be guaranteed the right only to the reimbursement of the proportional part of the food limit (CZK 100,-/each day), the rest of the amount will be sent immediately to the client's account no later than within 10 days.
3. In case of cancellation of the Course by the operator according to paragraph 1, the **client undertakes to leave the venue** at his/her own expense within 24 hours of the organiser's notification of cancellation; In case of cancellation of the Course according to paragraph 2 during the event, the operator shall ensure transport back to České Budějovice without any delay. Confirmation of cancellation of the Course will also be sent to the e-mail of the client. The operator is obliged to transfer the refundable amount, if it is due, to the client's account no later than 10 working days after the end of the 10 days after the end of the Course (Camp).

#### **8. Claims for services - conditions for exercising rights arising from defective performance**

1. If the scope or quality of the services during the Course does not comply with the contractual conditions or the applicable legislative norms relating to the Course, the client shall have the right to exercise the rights of defective performance without undue delay after becoming aware of the defects (claim); if the claim is not filed without undue delay after the client has become aware of the fact giving rise to his/her right to claim, the client's right to exercise the rights of defects (claim) shall expire.
2. The client is obliged to make any claim without delay so that immediate and effective remedy can be ensured during the duration of the stay. Complaints can be made in person (when attending the course) or electronically to the operator's email.
3. The Operator shall assess the validity of the complaint and shall be obliged to ensure that the situation is immediately and effectively remedied on the basis of a justified complaint immediately upon receipt of such complaint by the Client. At the same time, the Operator is obliged to inform the Client by e-mail of the manner in which the complaint has been resolved. At the same time, the information may be communicated to the customer by telephone.
4. Any complaints concerning compliance with the hygiene requirements for the organization of the course, resulting from the applicable legislation, may be addressed to the state administration authority in the protection of public health - the relevant department of the Regional Hygiene Station.

5. In case that a client dispute arises between the Operator and the Client under the contract which cannot be resolved by mutual agreement, the Client may submit a proposal for out-of-court settlement of such dispute to the designated body for out-of-court settlement of consumer disputes, which is:

**Česká obchodní inspekce**

*Ústřední inspektorát – oddělení ADR*

Štěpánská 15 120 00 Praha 2

email: adr@coi.cz / web:adr.coi.cz

**9. Further provisions and consequences of the Customer's declaration - IMPORTANT NOTICES  
FOR THE CUSTOMER**

1. The Client declares that he/she has undergone all mandatory vaccinations in accordance with the applicable legislation of the Czech Republic. Otherwise, the Customer undertakes to pay the Operator any financial penalties that the Operator may incur as a result of non-compliance with this legislative requirement.
2. In case that during the initial medical examination at the start of the course the client is found to have signs of acute illness, such as in particular covid-19 disease, the operator reserves the right to compulsory antigen testing of the client at the place of departure for the course. In case of other illnesses such as flu, tonsillitis, diarrhoea, elevated temperature detected even after repeated consecutive measurements, muscle aches and other symptoms, the Operator reserves the right not to accept the Client for the stay until full recovery without the possibility of any financial claims by the Client; this is without prejudice to the right of the Operator to terminate the Client's Course in accordance with Article 6 of these Conditions.
3. The Client acknowledges that the Operator shall not be liable for any consequences arising from or in connection with the Client's failure to disclose or negligent concealment (or omission). The Client further acknowledges that he/she participates in the event voluntarily and on his/her own responsibility and that the Operator is not liable for any property or non-property damage (theft of property, injuries, etc.) caused by the Client's negligent and irresponsible actions during the course.
4. The Operator does not accept material responsibility for any personal property of the Client (mobile phones, tablets, money and other valuables, etc.)
5. The Client acknowledges that the prohibited equipment during the stay includes, in particular, drugs, any weapons, including small knives, machetes, axes, airsoft, paintball or gas guns and rifles, slingshots, bows, crossbows, pyrotechnics; this does not affect the right of the Operator to terminate the Client's stay according to Article 7.
6. The Client gives the Operator consent to search personal belongings in case of suspicion of a serious violation of the rights of other persons (in particular, suspicion of theft of foreign property or possession of prohibited equipment - see previous paragraph). The customer will be informed of the search on the spot.
7. The client is liable for damages caused intentionally or negligently to the equipment of the recreational facility or to third parties during the course. In the event of financial costs for the repair or replacement of such damaged equipment, the client undertakes to pay the damage in cash at the end of the stay; the price of the equipment will be consulted with the owner of the recreational facility and will be known in advance before the start of the stay. This price of the individual items of equipment will be available on request upon arrival at the premises of the course; The operator has the right of subsequent recourse (so-called subrogation recourse) against the client, i.e. he has the right to claim from the client all the benefits he has paid to third parties as a result of compensation for property or non-property damage caused by the client.
8. The Client agrees to the possible use of photographs, audio or video recordings depicting the Client's person in the promotion of the Seznamovák JU on the official communication channels of this event,

on the official communication channels of Studenstká unie Jihočeské Univerzity and on the official communication channels of the University of South Bohemia in České Budějovice, which are in particular the website, Facebook, Instagram and Youtube, the web portal studentskyzivot.cz or for use in other events organized by the operator or its representatives, or agrees to the use of the image or image/sound recordings depicting the customer for other promotional purposes of the operator. All links to the social networks mentioned above are available on the Operator's website.

## **10. Final provisions**

1. By sending the completed electronic application form and confirming the preliminary reservation of the Course by paying the deposit or the full price of the stay, the client indicates that he/she not only acknowledges and agrees to the Terms and Conditions, but also that he/she has read and understood such documents.
2. The Client agrees to the use of his/her personal data and personal data in accordance with Act No. 101/2000 Coll., exclusively for the purposes of the Operator's activities relating to the organization of the Course.
3. The Operator undertakes to ensure the protection of the Client's personal data from unauthorized persons. All data will be protected according to the applicable legislative standards.
4. These terms and conditions are valid and effective from 30 May 2022.