

1. Commencement and Conditions of the Contractual Relation

- 1.1. These General Terms and Conditions constitute an integral part of a contractual relationship by and between Kateřina Říhová – ANDĚLÍN Lingua, ID No.: 74805673, with offices at 167/13, 150 00 Praha 5 (hereinafter the “**Supplier**”) and the service orderer (hereinafter the “**Client**”), hereinafter collectively referred to as the “**Parties**”.
- 1.2. The contractual relationship by and between the Client and the Supplier shall be governed by the contract for the provision of services established under a bilaterally confirmed order; by these General Terms and Conditions (hereinafter the “**GTC**”); and by regulations valid in the Czech Republic, in particular, Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the “**NCC**”).
- 1.3. Variant arrangements in the contract shall take precedence over the wording of the GTC.
- 1.4. The contractual relationship by and between the Client and the Supplier shall be established on the basis of the Client’s written order delivered in person, by e-mail, or by post, upon its acceptance by the Supplier. The Parties exclude implied acceptance of an order. The Parties explicitly agree that the provisions of Section 1740/3 of the NCC, as amended, shall not be applied when concluding any and all contracts.
- 1.5. The contract may only be altered or amended on the basis of a written agreement concluded by and between both Parties.
- 1.6. The Client shall be entitled to a non-binding, free quotation and time schedule issued by the Supplier based on an inquiry sent by the Client.

2. Scope

- 2.1. The scope of supply shall be the provision of services relating to the Supplier’s business activity, especially teaching a foreign language and/or provision of interpretation and translation services, in the range and manner agreed by and between the Parties in a confirmed order (hereinafter the “**Services**”).
- 2.2. The Supplier undertakes to duly provide the Services to the Client in accordance with the terms and conditions, in the agreed language, time schedule, and form, responsibly and duly, and in a specified place (applies to interpreting). The Client undertakes to pay to the Supplier the agreed price for due provision of the Services.

3. Dates Relating to the Provision of the Services

- 3.1. The Supplier shall inform the Client immediately about any impediments preventing due provision of the Services, and shall require any and all information necessary for due provision of the Services, for which the Client shall provide necessary assistance. Should it be impossible to deliver the result of the Services to the Client in a prearranged form, the Parties may agree on an alternative method or form of delivery.
- 3.2. The Client, or a person authorised by the Client, shall inform the Supplier, in a manner specified in the order, about the delivery of the result of the Services immediately after the reception thereof.
- 3.3. Should the Supplier receive a justified reminder regarding the provision of the Services, it shall re-send the result of the Services to the Client without delay.
- 3.4. Should the Client refuse to accept a duly performed result of the Services, the Services shall be deemed provided. The Supplier shall be entitled to the contractual remuneration for the Services in full, upon the moment of unjustified refusal to accept the result of the duly provided Services by the Client.

4. Rights and Duties of the Client

- 4.1. The Client shall inform the Supplier of any and all circumstances which could affect due and timely provision of the Services.
- 4.2. The Client shall furnish the Supplier with necessary information and documents for the provision of the Services before the contractual commencement.
- 4.3. If due provision of the Services requires knowledge of special terms, special corporate terminology, lesser-known abbreviations, etc., the Client undertakes to furnish the Supplier with a list of these terms in the specified language, provide the Supplier with auxiliary materials, or allow consultation. Should the Client fail to provide such cooperation, the Client shall not be entitled to claim defects of the result of the Services caused by the failure to provide cooperation by the Client.
- 4.4. If interpreting services are ordered, the Client shall furnish the Supplier, in sufficient time, with the interpreting programme and relating texts necessary for the interpreter’s preparation. This time frame shall be agreed by and between the Client and the Supplier. Should the Client fail to meet the time frame, the Client shall not be entitled to claim defects of the result of the Services caused by the failure to provide cooperation by the Client.
- 4.5. The Client shall inform the Supplier about the purpose of the Services (presentation or publication of the resulting translation in print format or on a website; legal use; language training for state exams).
- 4.6. The Client undertakes, with respect to the kind of Services to be provided, to create reasonable conditions for the Supplier to duly and safely provide the Services. The Supplier shall be entitled to refuse provision of the Services in an environment unacceptable for physical, psychological, or ethical reasons, and in undignified conditions.
- 4.7. The Client undertakes to refrain from utilising materials provided by the Supplier or copies thereof for purposes other than personal purposes, and shall refrain from disseminating the materials publicly or utilising them commercially.
- 4.8. Should the Client infringe the Supplier’s copyright (Art. 4.7.) or the provisions of Art. 10.1. of these GTC, this fact shall be considered fundamental breach and give rise to a right of the Supplier to require payment by the Client of a lump-sum contractual penalty of CZK 50,000 for each case of such breach, as well as a right of the Supplier to withdraw from the contract. This provision shall remain in force for the period of 2 years after termination of the contractual relationship between the Client and the Supplier.

5. Rights and Duties of the Supplier

- 5.1. The Supplier shall inform the Client of any and all circumstances which could affect due and timely provision of the Services.
- 5.2. The Supplier undertakes to provide the Services with maximum professional care, to the best of knowledge and belief.
- 5.3. The Supplier shall not be responsible for damages caused by infringement of any third-party copyright by the Client.

6. Prices

- 6.1. Unless agreed otherwise by the Parties, the Client undertakes to pay to the Supplier a price for the Services as agreed by the Parties in a bilaterally conformed order.
- 6.2. The price of the language courses does not include the costs of instruction materials.

7. Payment Terms

- 7.1. Unless specified otherwise, remuneration shall be paid based on a VAT invoice issued by the Supplier, payable on the date specified in the invoice. Unless specified otherwise in the contract, the usual maturity date shall be 14 days.
- 7.2. The Supplier shall be entitled to issue an advance invoice prior to the commencement of, or during, the provision of the Services. The advance invoice shall be payable on the date specified in the invoice and the Client shall be obliged to pay the advance. Failure to pay the advance invoice shall give rise to a right of the Supplier to withdraw from the contract.
- 7.3. Should the Client be in default in the payment of the price for the Services, the Client shall pay to the Supplier an interest on default payment amounting to 0.1% of the amount due for each day of default.

8. Complaints

- 8.1. The Services provided shall be deemed defective if not provided in due and timely manner in accordance with the contract. Translation shall be deemed defective if its execution does not correspond to the original text and the Client's requirements. Defects shall comprise, in particular, inaccurate, incomplete, altered or otherwise incorrectly made translation.
- 8.2. Complaints may be filed in person, by e-mail, or by post. The complaint must specify a reason and describe the nature of the fault committed, and the proposed solution to the claim, where appropriate.
- 8.3. If the Supplier considers the claim justified, The Supplier shall ensure immediate remedy at its own cost. If remedy cannot be ensured, the Supplier shall give the Client a reasonable discount from the price of the Services provided.
- 8.4. The Client shall exercise the right resulting from the defective performance in due and timely manner after detecting the defect, but no later than 10 working days after the provision of the Services (after the handover of the result of the Services in the case of translations), otherwise the right resulting from the defective performance shall cease.
- 8.5. The Supplier shall be responsible for damages caused by the defects of the result of the Services to the maximum amount corresponding to the price of the defective Services (reduced by an amount of any discounts from the price of the Services).

9. Withdrawal from the Contract

- 9.1. Each Party shall be entitled to withdraw from the contract if irremediable impediments to the fulfilment of the contract occur on its part after concluding the contractual relationship. Withdrawal from the contract shall be communicated in writing by the withdrawing Party to the other Party. If the Client withdraws from the contract for reasons on its part, the Client undertakes to compensate costs incurred by the Supplier by the date of withdrawal. The Supplier undertakes to account forthwith for such costs incurred.
- 9.2. The Supplier may withdraw from the contractual relationship, if the Client violates its duties under the contract in a particularly serious manner, especially, the default by the Client in the payment of remuneration for the Services provided by the Supplier in due and timely manner, if such default exceeds 10 days, or violation by the Client of its duties under Art. 4.6. of these GTC.
- 9.3. The Supplier shall not be responsible for damages caused by the failure to satisfy the contractual relationship if such failure is caused by unforeseeable and unavoidable events the Supplier could not reasonably prevent and foresee.

10. Special Provisions

- 10.1. Unless explicitly permitted by the Supplier, the Client undertakes to refrain from directly contacting persons whose contact details it obtained as part of performance of the contractual obligations (especially translators, interpreters, and language instructors) and from reacting to any and all offers of such persons for the purpose of negotiating cooperation or provision of services of the same or similar nature as those regulated within the contractual relationship between the Parties. If contact with such persons is made by the Client with the consent of the Supplier, the Client explicitly undertakes to refrain from negotiating any and all matters relating to the business conditions of the Services provided.
- 10.2. The Client hereby agrees that personal data provided by the Client can be processed and used, in accordance with Act No. 101/2000 Coll., for the provision of the Services and for archiving purposes as part of the Supplier's activity.
- 10.3. If a teaching lesson is cancelled by the Client at least 24 hours in advance, the Supplier shall provide an alternative lesson in a time frame to be agreed by and between the Parties. The Supplier shall not be obliged to provide an alternative lesson for a lesson cancelled in less than 24 hours in advance, and it shall be entitled to require full remuneration for this belatedly cancelled lesson.
- 10.4. If a teaching lesson is cancelled by the Supplier, it shall provide an alternative lesson in a time frame suitable for the Client.

11. Final Provisions

- 11.1. These General Terms and Conditions come into force on 24.2.2020. In accordance with Section 1752 of the NCC, the Supplier hereby reserves a right to unilaterally amend or alter these GTC to the appropriate extent, which fact shall be communicated by the Supplier to the Client by e-mail at the latest within 14 days of the effective date of such amendment or alteration. An amendment to, or alteration of, the General Terms and Conditions shall give the Client a right to withdraw from the contract concluded by and between the Parties, within 14 days of receiving the information about a unilateral amendment or alteration of the GTC. The termination shall be effective as of the day on which the notice is delivered to the Supplier.