



**MSM ACADEMY**  
International Language School

# General Terms & Conditions

## For educational/language courses and events

### 1. THE COMPANY

MSM Academy s.r.o., IČ: 04075188 (from now on referred to as “MSM Academy”), provides services in the area of language education, whereas these conditions represent a legal agreement between MSM Academy s.r.o. and language course student and are legally binding for both parties. The objective of MSM Academy s.r.o. is to provide students, our customers, the highest quality services in the educational arena. This is attained through a voluntary learning path approach with an emphasis on a friendly atmosphere in small groups of students.

### 2. PURCHASE ORDER

Applications for language courses/events are accepted only in written form. Participation purchase orders can be placed via our e-shop ([www.msmaacademy.eu](http://www.msmaacademy.eu)) through email, or in-person at a course purchase location.

- when placing an order in-person, the application is to be filled out by the language course participant
- In different ordering circumstances, the application must be filled out by a competent individual who has the legal right to act on behalf of the company or individual for whom the application is being completed
- By sending us a completed application, the purchaser signifies agreement with MSM Academy's General Conditions.

**The legal contract between MSM Academy and the student begins at the time of a submitted purchase order. Submitted purchase orders are legally binding, but the purchaser may withdraw from the contract for up to 5 (five) business days prior to the commencement of an educational language course/event.** The possibility of terminating the contract after course payment has already been made is covered in section 4. Contract Termination.

By submitting an application, **you indicate that you agree with these general conditions.** Please make sure that the information in your submitted application is legible.

Applications will be processed in the order they were received, up until course capacity has been reached.

If you submit an application through the e-shop ([www.msmaacademy.eu](http://www.msmaacademy.eu)), **you will receive a purchase confirmation email („Souhrn Objednávky“).** If you do not receive this confirmation email by the next business day following your order, the **purchase was not successful.** If you place an order via email, you will receive a purchase confirmation via email (by the following day).

**An invitation will serve as registration confirmation.** You will receive the invitation via **email within 2 business days** of your purchase. **If you do not receive the invitation,** please double-check whether your registration was completed correctly.

**Applications are accepted for up-to five days prior to course/event's commencement.** In the event of application within a shorter period of time you must consult a company employee.



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### 3. PAYMENT TERMS AND CONDITIONS

Every participant is required to **make payment prior to the course's beginning**. A participant **will not be allowed to enter the course without proof of payment**.

Payment can be made:

1. **In cash**- No later than 5 days prior to the course's start date, no later than 3 days in case of individual course.
2. **Payment Transfer**- payment transfer information will be provided in your purchase confirmation email. Payment transfer must be made within 3 days of receiving the email or no later than 3 days after the invoice.

Make your payment by following the instructions in the **purchase confirmation** email that will be sent to the email address provided during your original purchase, making sure to include your assigned **variable symbol**, without which it would be impossible to identify your purchase. The payment amount will be transferred to the company's account on the day of payment.

In the event of a **cash payment** the participant will receive a **cash receipt**- we will provide an **invoice** when payment exceeds 10,000 Kč.

In the case of individual course, the participant must pay for at least 2 lessons in advance.

In the case of incomplete payment, we reserve the right to terminate the educational course agreement.

**The MSM Academy account number is 6426352/0800; the variable symbol for each student is located in the payment instructions, which the student will receive after placing their order.**

#### 3.1. CONTRACT SANCTIONS FOR LATE PAYMENT

If the student is late on payment throughout the course of the Agreement, MSM Academy may require an agreement violation penalty of 0.1% of the owed amount for each day that the payment is late.

### 4. CONTRACT TERMINATION

**All order changes and possible contract terminations will only be accepted in written form.** Conditions for group course contract termination and payment refund are as follows:

- a) Termination payment is charged for the full course payment amount if the termination occurs after payment due date.
- b) We accept termination **without payment no later than 5 days** prior to the beginning of the language course/event.



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c) If participation is cancelled less than 4 days prior to the beginning of the language course/event, a charge of 50% is mandatory.

d) If participation is cancelled within 2 and less days prior to the beginning of the language course/event, a charge of 100% is mandatory.

c) In the event of a cancelled course/event, the participant is entitled to a corresponding payment refund

d) **In the event of a partial or full refund**, the refund will be given to the customer in cash, or transferred to their account **within 15 business days**, based on the customer's preference.

Conditions for individual course contract termination and payment refund are as follows:

a) Termination payment is charged for the full course payment amount if the termination occurs after payment due date.

b) We accept cancellation **without payment no later than 24 hours** prior to the beginning of the individual lesson. The termination must be held through MSM Academy.

c) Cancellation **within 24 hours is charged for the full amount**.

d) In the event of a cancelled course/event, the participant is entitled to a corresponding payment refund

e) **In the event of a partial or full refund**, the refund will be given to the customer in cash, or transferred to their account **within 15 business days**, based on the customer's preference.

## 5. MISSED LESSONS

MSM Academy does not provide financial or any other compensation for a student's non-attendance in lessons.

## 6. CONTRACT WITHDRAWAL

In the event of full course capacity being reached, MSM Academy has the right to withdraw a student from the course if a payment has not been made. The date of payment denotes the date of course payment transfer to the company's account.

MSM Academy reserves the right to withdraw from a contract with a student and terminate a student's participation in a program without refund in the event that the student endangers company property or the well-being of other program participants, MSM staff or lecturers, or if the student's behavior significantly disrupts the course program. In the case of such a withdrawal, the student is not eligible for either a full, or a partial refund.

## 7. CHANGES IN TERMS AND CONDITIONS

Business conditions are valid from 1. 11. 2016



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MSM Academy reserves the right to **alter business terms and conditions**. Any changes in terms and conditions will be obtainable in written form and promptly announced to all contract members.

**MSM Academy reserves the right to make changes to course programs** (changes in lesson plan, instructor, class location, classroom, change of lecture materials, class cancellation, edic.) due to organizational or operational reasons and also reserves the right to full or partial course termination.

Course syllabi are presented for informational purposes only and MSM Academy reserves the right to make changes as needed.

**In the event of course changes or course termination, the student will be promptly informed by an MSM Academy instructor (via text message or email) or on the company website www.msmacademy.eu.**

### **8. PROTECTION OF PERSONAL INFORMATION AND PERMISSION TO SEND PROMOTIONAL ANNOUNCEMENTS/INFORMATION**

The protection of a student's personal information is covered by law number 101/2000 Sb., about the protection of personal information.

All participants in events and/or gatherings organized by MSM Academy give permission to MSM Academy to take photographs and/or videos for the purpose of company and/or event promotion.

The student hereby agrees to the processing of the following personal information: first and last name, email address, phone number and physical address (further on referred to collectively as „**personal information**“).

The student hereby also agrees with the processing of personal information by MSM Academy, for the purpose of fulfilling contract obligations of MSM Academy, for the purpose of **promotional announcements, and other marketing purposes**. Personal information will be processed for an **unspecified time**. Personal information will be processed electronically in an automated form or in printed, non-automated form.

Personal information may be given to third parties, namely, individuals who are connected with MSM Academy. MSM Academy may use a third party for the purpose of processing personal information.

**The student is aware that they are obligated to provide personal information that is both correct and accurate** and that they are required to inform MSM Academy about a change in personal information without unnecessary delay.

**The student attests that the personal information provided is accurate and that they have been informed that providing their personal information is voluntary.** The student states, that they have been informed that they can rescind their agreement for the processing of personal information by MSM Academy in the form of a written request/announcement sent to MSM Academy's address.

In the event that the student believes that the processing of his/her personal information is being misused by MSM Academy or the information processing third party, or that the processing of his/her information



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is in contradiction with the student's personal life/rights or is unlawful, especially if the information is erroneous for the processing purpose, he/she can:

- a) Ask MSM Academy or the third party processing executor for an explanation
- b) Request that MSM Academy, or the third party processing executor, remove the conditions which created such a circumstance. Specifically, this may entail the blocking, correction, completion, or destruction of the student's personal information. If the student's request is found to be valid, MSM Academy, or the third party executor will promptly remedy the unfavorable circumstances. Should MSM Academy, or the third party executor, not oblige with the student's request, the student has the right to turn directly to the office for personal data protection (úřad pro ochranu osobních údajů). This provision does not affect the student's right to approach the office for personal data protection with his/her grievance directly.

**If the student requests information about the processing of his/her personal data, MSM Academy is legally bound to provide him/her with said information.** MSM Academy has the right to require a monetary sum for the purpose of providing a student with the requested information. Said sum shall not exceed the amount necessary for providing the information requested.

**The student agrees with MSM Academy sending information related to MSM Academy's educational courses and services to the student's email address,** possibly even to their phone number, and with the delivery of promotional announcements from third parties, specifically third parties connected with MSM Academy, to the student's email address.

### **9. ADDITIONAL INFORMATION**

MSM Academy is **not registered for VAT.**