

Terms and Conditions

Randls Training s.r.o.

The company **Randls Training s.r.o.**, Identification No. 282 06 452, with its registered seat at Budějovická 1550/15a, Michle, 140 00, Praha 4, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 132702, contact e-mail address: training@randls.com, contact telephone number: +420 222 755 311 (the “**Company**”) is outlining these terms and conditions (the “**Conditions**”), which apply to all educational events, seminars, webinars, online educational events or other educational services and products generated by the Company (the “**Educational events**”).

By means of these Conditions, the Company is communicating the necessary information, as according to Sec. 1820 of the Act No. 89/2012 Coll., as amended, the Civil Code (the “**Civil Code**”), to its clients who are in the position of consumers.

Each party which registers for an Educational event to the Company (the “**Client**”) expresses agreement with these Conditions.

1. EDUCATIONAL EVENTS

1.1. The Company organizes various Educational events open to the public; a listing of these events, together with descriptions, is presented on the website of the Company: www.randlstraining.com. Such listing and description of Educational events is of an informative nature only and is not an offer within the meaning of Sec. 1732(2) of the Civil Code. Prices of Educational events are shown including VAT and all related charges; they remain valid for the duration for which they are listed on the website of the Company.

1.2. Unless stated otherwise, Educational events are held at the address Tetris Office Building, Budějovická 1550/15a, Praha 4, Postal Code 140 00, on the sixth floor. The training room opens 30 minutes before the beginning of an Educational event. The time of the end of an Educational event is only indicative and depends mostly on the number of questions asked by the participants of the Educational event. Some Educational events are also organised online, most often via publicly available services allowing video calls or video conferences. Specific information on the connection and participation in the online Educational event is provided on the Company’s websites www.randlstraining.com.

1.3. Prior to or during the Educational event, the Client partaking in an Educational event may receive written notes and materials related to the Educational event. Refreshments are also available to Clients participating in an Educational event in the Company’s premises (during the coffee break) and, for all-day Educational events, a light lunch will be prepared.

1.4. The Company will provide the Client with a confirmation of the Client’s attendance at the Educational event, summarizing the agreed-upon conditions of the attendance; the Company will do so without undue delay after the end of the Educational event.

1.5. The Company reserves the right to change, in duly justified cases, the date, time, place, length, lecturer or other features of an Educational event, or to cancel the Educational event (to withdraw from organizing it) without holding a substitute Educational event, and to inform the Client of the aforementioned via the e-mail address or telephone number provided by the Client in the application for the Educational event.

1.6. In case of a change to an Educational event (or to any of its features), the Client retains the right to attend and the price is not refunded. Should the Client disagree with the change, he or she may, without undue delay after receiving information about the change, withdraw from attending the Educational event. In such cases, the Company will refund the price paid

for the Educational event. A withdrawal is made by filling a form attached to these Conditions and sending it to training@randls.com. Should an Educational event be cancelled without substitute, the price of the Educational event will be refunded to the Client by the Company.

2. REGISTERING FOR EDUCATIONAL EVENTS AND WITHDRAWING FROM EDUCATIONAL EVENTS

2.1. Registrations for Educational events are submitted via e-mail. The applicant shall fill a registration form on the Company's website or send an e-mail with the registration to the address training@randls.com.

2.2. The Company shall, without undue delay, usually within 3 business days, inform the Client about the availability of the Educational event – if space is available, the Company will send an e-mail to the address provided by the Client containing a confirmation on participation in the Educational events (the “**Confirmation**”) and a proforma invoice. **The Agreement on attending an Educational event between the Company and the Client comes into existence after the Confirmation of registration for an Educational event and the Company is entitled to the payment of the price of the Educational event. Unless otherwise agreed with the Company, the Client may not participate in the Educational event unless the price of the Educational event is fully paid before its beginning.**

2.3. As Educational events have limited capacity, the Company reserves the right to reject a registration when the Educational event's capacity is reached. Applications of individual Clients will be processed in the order in which they were received.

2.4. Registrations for Educational events will be accepted usually up to 72 hours prior to the beginning of the Educational event (unless stated otherwise for such Educational event on the Company's websites www.randlstraining.com).

2.5. **The Client in the position of a consumer is entitled to withdraw from the Educational event in the 14 days following the date on which the Client acquired the information from the Company (as described in Article 2.2 of the Conditions). If the aforementioned period of 14 days has passed or if the Client is not a consumer, the Client is entitled to withdraw from the Educational event no later than 7 calendar days before the beginning of the Educational event. Late withdrawals are not accepted. The withdrawal is submitted via [THIS SAMPLE FORM FOR WITHDRAWAL](#) which is to be sent to training@randls.com. Otherwise, the price of the Educational event (or its reduced part) is not refunded.**

2.6. In case of withdrawal from an Educational event as described in Article 2.5, the Company shall refund the price of the Educational event or its part to the Client. The refunded amount will be reduced upon cancellation as follows:

2.6.1. Summer School Educational events (held only in July and August)

1. if the withdrawal is received more than 16 calendar days prior to the Educational event, the cancellation fee shall amount to 50% of the price;
2. if the withdrawal is received 15 or fewer calendar days prior to the Educational event, the cancellation fee shall amount to 75% of the price;
3. if the withdrawal is received fewer than 7 calendar days prior to the Educational event, it will not be accepted (as described in Article 2.5) and the price will not be refunded.

2.6.2. For Educational events exceeding 3,300 CZK not including VAT

1. if the withdrawal is received more than 30 calendar days prior to the Educational event, the cancellation fee shall amount to 300 CZK;

2. if the withdrawal is received between 16 and 30 calendar days prior to the Educational event, the cancellation fee shall amount to 50 % of the price;
3. if the withdrawal is received 15 or fewer calendar days prior to the Educational event, the cancellation fee shall amount to 75 % of the price;
4. if the withdrawal is received fewer than 7 calendar days prior to the Educational event, it will not be accepted (as described in the Article 2.5) and the price will not be refunded.

2.6.3. For Educational events not exceeding 3.300 CZK not including VAT

1. if the withdrawal is received more than 15 calendar days prior to the Educational event, the cancellation fee shall amount to 300 CZK;
2. if the withdrawal is received 15 or fewer calendar days prior to the Educational event, the cancellation fee shall amount to 25 % of the price;
3. if the withdrawal is received fewer than 7 calendar days prior to the Educational event, it will not be accepted (as described in the Article 2.5) and the price will not be refunded.

2.7. However, the Client is entitled to give their place in the Educational event to another participant. Non-attendance is at the expense of the Client.

2.8. Should the Client become unable to participate in an Educational event on an agreed date and should the same Educational event also be organized on another date with an unreach capacity (except for Summer School Educational events), the Company may allow the Client, after mutual agreement, to participate in the Educational event on a different date. If the Client delivers the requirement for a date change fewer than 7 calendar days prior to the Educational event for which he or her applied, the Client shall be charged an administration fee of 700 CZK + VAT.

2.9. Expenses incurred by the Client by using communication devices in relation to registering for an Educational event and any other communication related to Educational events (e.g. internet connection or telephone calls expenses) are covered by the Client; these expenses do not differ from the base rate.

3. PRICE OF EDUCATIONAL EVENTS AND PAYMENT

3.1. Educational event prices are listed on Company's websites www.randlstraining.com. Clients of the partner law firm Randl Partners, advokátní kancelář, s.r.o., Identification No. 066 81 077, with its registered seat at Budějovická 1550/15a, Michle, 140 00 Praha 4, registered in the Commercial register maintained by the Municipal Court in Prague under File No. C 286926, are entitled to a discounted Educational event price; this price is also stated on Company's websites www.randlstraining.com.

3.2. Written notes and materials related to an Educational event as well as refreshments (coffee break) in case of Educational events which take place at the Company's premises or a light lunch in case of all-day Educational events are included in the price of an Educational event.

3.3. Unless agreed otherwise between the Company and the Client, the Client is obliged to pay the proforma invoice without undue delay, in any case no later than 72 hours after receiving it.

3.4. A proforma invoice must be paid before the beginning of the corresponding Educational event. **Proof of the price purchase is necessary for attending an Educational event.**

3.5. The price of an Educational event is to be paid as stated in the payment information in the proforma invoice. In case of payment for multiple Educational events or for one Educational event for multiple persons, each payment shall be carried out by an individual transfer. Should the payment be collective, it is necessary to contact the Company and explain the situation.

Otherwise, the payment could be incorrectly processed and the Client could be denied access to the Educational event.

3.6. The invoice shall be supplied and handed to the Client in written form at the end of the Educational event and, where appropriate, sent by e-mail to the address of the Client (particularly in the case of online Educational events).

4. TRANSPORT AND PARKING

4.1. Transportation costs are covered by the Client.

4.2. It is necessary to identify oneself at the reception on the ground floor at the Tetris Office Building where the Educational events are held. Educational events are held on the sixth floor. The location is handicap accessible.

5. COPYRIGHT

5.1. Copyright to all the materials, documents or other data provided by the Company to the Client during an Educational event or in relation to it (the “**Materials**”) are owned by the Company.

5.2. The Client does not own the right to handle the Materials which are a copyright work within the meaning of Act No. 121/2000 Coll., as amended, the Copyright Act.

5.3. Without previous written approval of the Company, the Client is not entitled to acquire audio or video records of the Educational event or any of its part, regardless whether the Educational event is present (full-time) training or online. Neither is the Client entitled to breed, circulate, lend, rent, sell, communicate, broadcast or use or dispose of such records any other way (either with or without the Company’s approval). Should this obligation be breached, the Company is entitled to exclude the Client immediately from the Educational event with no compensation for the paid price, to nullify any affirmed registrations of the Client for the future Educational events and also to set up a claim for damages and other harm incurred, including a profit lost from the unrealized Educational events of the Company.

5.4. Handling means primarily (but not exclusively) the transfer of the right of ownership, publication, editing, processing including translation, conjunction with another work, inclusion into collective work, presenting it publicly under own name or a name of a third party, finishing an unfinished copyright work, copying or any other commercial use.

6. INFORMATION ABOUT PROCESSING PERSONAL DATA

6.1. Personal data of Clients (if they are natural persons), personal data of Clients’ representatives and personal data of Educational event participants are processed in accordance with [Data Protection Principles](#).

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE, OUT-OF-COURT COMPLAINTS SETTling

7.1. Should the Client wish to make a complaint about an Educational event or any other complaint towards the Company, they may reach the Company by sending an e-mail to training@randls.com.

7.2. The rights and obligations of the contracting parties related to rights arising from defective performance are subject to generally binding rules, primarily the Civil Code.

7.3. Moreover, the Clients in the position of consumers are protected by consumer law legislation and may consult their problems with consumer associations or contact the Czech Trade Inspection Authority. Also, it is possible, if agreed with the Company, to resolve the complaint by concluding an agreement to recourse to mediation and seek to achieve a friendly

settlement by reaching a mediation agreement within the meaning of the Act No. 202/20125 Coll., as amended, Mediation Act.

8. EFFECT OF CONDITIONS AND AMENDMENTS

8.1. These Conditions enter into force on 22 September 2020.

8.2. These Conditions may be unilaterally amended by the Company at any time.

8.3. These Conditions are always binding for the Client as amended at the time of registering for an Educational event and in relation to a particular Educational event.

8.4. These Conditions abide by the Civil Code. Moreover, if the Company and the Client both conclude the contract as businesses, they exclude the Sec. 1799 and 1800 of the Civil Code concerning some of the clauses of standard contracts.