



TERMS AND CONDITIONS

Terms and Conditions 2017-18

The TERMS AND CONDITIONS is between you the Student and CA Institute Ltd. These TERMS AND CONDITIONS are entered in connection with the courses and programs conducted and provided by CA Institute Ltd.

The TERMS AND CONDITIONS shall cover the full scope of our services to you. We assume no responsibility outside of the administration and management of CA Institute Ltd. courses, programs and services. CA Institute Ltd. is an EAQUALS Accredited Member that provides language training, internationally recognized exams, certification for teachers and language services for the general public (adults, teenagers and young learners) and for governments, embassies and corporations. CA Institute is also an offsite university campus.

The Student enters into the TERMS AND CONDITIONS in consideration for being able to participate in a CA Institute Ltd. course or program. This could be done by completing an application form online on our website at www.ca-institute.com, via email or in person.

Cancellation must be done in person (in the case where the course had been prepaid) at the school premises and by signing an appropriate document. The conditions for the withdrawal from a course (in the case where it was already paid in full) are specified in the paragraph entitled, "Cancellation fees".

When you complete the application form, you guarantee that you are 18 years or over and have the authority to accept and do accept on behalf of your party the terms of these conditions. If you are under 18 years, a parent or guardian must complete the application form on your behalf and accept these conditions. On receipt of the completed application form and full fees, we will issue confirmation of the registration including a confirmation invoice, acceptance letter and, if required, a visa support letter.

A contract will exist as soon as you complete your application form. This contract is made on the terms of these conditions. This contract, and any other claim or dispute arising from or related to this contract, will be governed by Czech law and the courts of the Czech Republic shall have exclusive jurisdiction over any claim arising out of it.

General information about the company

CA Institute s.r.o.
Marešova 304/12, 602 00 Brno
Business Identification Number: 02041162
Tax Identification Number: CZ02041162

ELD Consultancy & CPD s.r.o.
Marešova 304/12, 602 00 Brno
Business Identification Number: 05834520
Tax Identification Number: CZ05834520

Erik Lukas Dostál
CA Institute
Údolní 388/8, 602 00 Brno
Business Identification Number: 75824329
Tax Identification Number: CZ75824329

Classrooms, offices and reception:
Marešova 304/12, 602 00 Brno

Payment

If you decide to attend a language course or program, you are obliged to **pay the full price of the course no later than 1 (one) working day before the start of the course**. In the case where application fees are due it must be paid at the time of registration. The payment date is understood to be the date in which the tuition or agreed sum is credited to the account of CA Institute Ltd. or is paid in full in cash or by PayPal. If you require the services of a courier to deliver your documentation, you are responsible for the costs incurred. All payments are to be made in Czech Crowns (CZK).

Please do not send cash in the post. Bank details for bank transfers should be requested at the time of registration. We reserve the right to cancel a registration without refund or compensation if payments are not made when due.

Course capacity is limited and priority is given to Students who have paid earlier than others. If the Student decides to enter into agreement for a Corporate/Company Course an invoice is issued for a set amount of lessons and the lessons at the company start when the payment is received in full either to the account of CA Institute Ltd. or in cash. In some cases a Company may wish to have invoices issued at the end of the month for lessons taught over the course of a month and **this must be agreed to in person and in writing**.

Implementation of payment

In cash directly at CA Institute Ltd. offices at:
Marešova 304/12, 602 00 Brno or via bank transfer or PayPal

Cancellation fees

Cancellation rate after the first day of teaching:

Cancellation is based on a written and duly delivered request to CA Institute Ltd.

The refund schedule applies to the original course date **not** any subsequent start dates after the course is postponed or transferred.

The refund schedule is as follows:

- i. 100% of the amount paid when student withdraws or cancels at least 90 days before the Course Start Date less the Course Service Fee.
- ii. 50% of the amount paid when student withdraws or cancels at least 89 to 61 days before the Course Start Date less the Course Service Fee.
- iii. 25% of the amount paid when the student withdraws or cancels at between 60 to 30 days before the Course Start Date less the Onsite Course Service Fee.
- iv. 0% of the amount paid when the student withdraws at 29 days before the Course Start Date or any date thereafter.
- v. All refunds are paid within 90 days after your scheduled Course End Date.

No credit towards future courses is available.

Cancellation of Course by CA Institute – students will receive a full refund of course fees paid directly to CA Institute within 90 days after the Cancellation notice has been issued. CA Institute reserves the right, in its sole discretion, to reject an individual at any time prior to the Course start date, or to cancel the Course in which Student is scheduled to participate. In the unlikely event of such a cancellation, or if the Student has been rejected, the total amount paid to CA Institute will be refunded. Other than such refund, CA Institute will not be responsible to Student for any other refund, costs, interest, liability or damages of any kind.

CA Institute Ltd. reserves the right to change courses (the venue of the courses, classrooms, teaching materials, cancel lessons, and replace instructors). CA Institute Ltd. reserves the right to cancel a group course when there are less than three (3) students present. In this case, you will be offered the opportunity to continue the course with another group at the same level. In the case where CA Institute Ltd. cancels the lesson, you are entitled to a proportional refund. In all other cases you are not eligible for the refund of the course fees. In the case of a full or partial refund, the amount will be returned in cash or transferred to your account (based upon request) within ten (10) working days.

Application fees

There is an application fee of 2,900 CZK for foreign students requesting Visa assistance. This fee is nonrefundable. All Visa applications must include full payment of tuition which is a minimum of 36 lessons.

Change of fee

If you request a **change of course date or type of accommodation** after your initial enrolment has been confirmed by CA Institute Ltd., you will be charged a **Change fee of 2,500 CZK** which is payable at the time you request the change. You will not be charged this fee if you choose to extend your course. If we receive your change of registration less than 14 days before the course start date, other costs may be incurred in addition to the registration change fee (e.g. for accommodation). Any extension of a course, once the course has begun, will be treated as a new enrolment.

Books and course materials

Course books and course materials are available from CA Institute Ltd. at a discounted rate. You can purchase the material at CA Institute or online on our website. **It is your responsibility to purchase the necessary course books and materials to complete your course.** Please consult your instructor and course syllabus to find out what the mandatory reading or material is.

Accommodation

You can only book a twin room or shared dormitory if you know the person with which you are sharing. At our discretion, Young Learners may be required to book single room accommodation instead of twin room accommodation subject to availability. If you book residential accommodation through the school, terms and conditions of the residence will apply and will be communicated at the time of registration. No refund will be given if you wish to leave your residential accommodation early. A service fee of 6,000 CZK applies.

Insurance

You are responsible for obtaining your own insurance. CA Institute Ltd. recommends obtaining cancellation and repatriation insurance as well as health, accident, third-party liability and theft insurance.

Instructors

All CA Institute Ltd. instructors meet standards set forth by Eaquals and are first aid/CPR trained. They are employed under a contract. If you make an effort or even contract or use services from any instructor outside of these TERMS AND CONDITIONS, CA Institute Ltd. will see these TERMS AND CONDITIONS as null and void and will automatically release the instructor of their duties without pay and reserves the right not to provide any service of any kind to you. In this case you will not get a refund.

Types of courses and lessons

CA Institute Ltd. offers courses one to one, in groups, intensives, at companies, for government agencies and embassies, for adults and young learners and very young learners, as well as teacher training TEFL/TESOL 180 certification courses and professional development courses. These courses run all year round seven



TERMS AND CONDITIONS

days a week. All courses and lessons begin and end at a prearranged time.

Missed or canceled lessons

One to One Courses:

If you cancel a one to one lesson, it **must be canceled at least 24 hours in advance**. If the lesson is canceled less than 24 hours prior to the start of the lesson, you will forfeit the right to a postponement of the lesson or any financial compensation for that lesson. The length of a lesson is 50 minutes long. In the case where you are late for your lesson, you lose the right to the full duration of the lesson. If the instructor is late by more than 15 minutes, there will be no charge for the lesson.

Group Courses:

CA Institute Ltd. does not offer any financial compensation when you are absent. **All payments are non-refundable**. The length of a lesson is 50 minutes long. In the case where you are late for your lesson, you lose the right to the full duration of the lesson. If the instructor is late by more than 15 minutes there will be no charge for the lesson.

Intensive Courses:

Intensive courses run for one, two, three or four weeks at 4-6 hours per day. Intensive courses are agreed upon completion of an application form and the **full tuition must be paid in advance at least 5 (five) days prior to the start of the course** and in the case of cancellation, the tuition is nonrefundable. There is a minimum of three (3) students necessary to open the course.

Corporate/Company Courses:

Corporate/Company courses can take place at the company's premises or at CA Institute Ltd. on Marešova 304/12, 602 00 Brno. CA Institute Ltd. does not offer any financial compensation when the Student is absent. **All payments are non-refundable**. The length of a lesson is 50 minutes long. In the case where the Student is late, Student loses the right to the full duration of the lesson. If the instructor is late by more than 15 minutes there will be no charge for the lesson.

Teacher Training Courses:

Due to a rolling enrolment scheme with the Teacher Training courses, you must confirm attendance of a lesson at least 24 hours in advance or you will forfeit that lesson and will be graded accordingly. CA Institute Ltd. does not offer any financial compensation when you are absent. **All payments are non-refundable**. The length of a lesson is 50 minutes long. In the case where you are late for your lesson, you lose the right to the full duration of the lesson.

Government/Embassy Courses:

Government/Embassy courses can take place at the agreed upon premises. CA Institute Ltd. does not offer any financial compensation when the Student is absent. All payments are non-refundable. The length of a lesson is 50 minutes long. In the case where the Student is late, Student loses the right to the full duration of the lesson. If the instructor is late by more than 15 minutes there will be no charge for the lesson.

Job placement

CA Institute Ltd. is not a job placement agency, however we can assist Students with referrals and advice, CV/resume writing and preparation for a job interview. Students hereby acknowledge that they are not employees of CA Institute Ltd.

Holidays and non-working days

Holidays and non-working days are accounted for in the schedule, i.e. you receive the number of lessons that you paid for.

Conduct and behavior

When you complete an application form through us, you accept responsibility for the proper conduct of all parties included on your application. We reserve the right to cancel your course at any time, or a course and accommodation package, with no refunds, in the event that, in the reasonable opinion of CA Institute your behavior is disruptive or unsatisfactory (including without limitation causes or is likely to cause danger, upset or distress to anyone else or damage to property). Our decision is final. We shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your course, or course and accommodation package, being terminated. Please note that if your visa status in the Czech Republic changes or if you are found to be in contempt of visa regulations, we reserve the right to terminate your course without refund of course or accommodation fees.

Complaints

You are obliged to promptly report any complaints to any responsible staff member of CA Institute Ltd. in writing and in English and if we judge it to be reasonable we will make an appropriate recompense (financial or otherwise). In order to be given a reasonable chance of addressing your complaint, please ensure it is received within one month before the end of your course. After which you will be informed of possible solutions to the problem and the result of the investigated discrepancy.

Certificates

After course completion, you are entitled to an internal certificate approved by Equals from CA Institute Ltd. that indicates your level according to the CEFR

or GSE after assessment in all areas by a board of instructors with special training. The certificate will be issued to you on the basis of an oral or written request. Teacher Training TEFL/ TESOL 180 certificates are issued upon successful completion of the course with grades of A, B, PASS or Attendee.

Privacy policy

All personal data provided to CA Institute Ltd. will be collected and processed exclusively for the internal use of the school in accordance to the law on personal data protection. E-mail addresses, contact details or any other personal information provided to CA Institute Ltd. will not be disclosed to any third parties without the Student's consent. The data provided to CA Institute Ltd. is solely for communication with the Student. Unless otherwise indicated at the time of booking, the Student may receive newsletters of events and new courses. The Student may unsubscribe to newsletters at any time.

The Student, once completing the online application form, states that in accordance to the law on personal data protection, agrees to the processing of their personal data by CA Institute Ltd. The Student's personal data is held in our CA Institute Ltd. offices on a local server, protected by a firewall and other security measures, only accessible to authorized staff via a secure, password operated system.

Use of photos, videos and comments

By agreeing to these terms and conditions you acknowledge that we or our suppliers may use any photo(s)/image(s)/video(s) we, or someone on our behalf take of students or any comments (written or verbal) Students make during the course for our promotional/ marketing purposes (such as including them in our brochures/websites/social media) without obtaining your further specific permission or making any payment to you. Such use may include mentioning your name, age and town/city/area of residence. CA Institute Ltd. values your privacy and will do the utmost to protect the personal details that you have entrusted the institute with.

Withdrawal from the contract

In its full capacity, CA Institute Ltd. may withdraw from the contract unilaterally. CA Institute Ltd. reserves the right to terminate the contract with the Student/Corporation/Government Agency/Embassy without a refund and cancel the participation of the Student in the course if their behavior in any way threatens company property or the health and safety of other participants of the course or CA Institute Ltd. employees or seriously disrupts the progress of the course.

Changes to the TERMS AND CONDITIONS

Any changes to these TERMS AND CONDITIONS will be implemented with the consent of both parties. Any changes will be sent to the Student/Corporation/Government Agency/Embassy via email to the email address indicated in the application. If the email address is unknown, then the changes will be sent via post. After sending the new TERMS AND CONDITIONS, the Student/Corporation/Government Agency/Embassy has up to 5 (five) working days to appear in person at CA Institute Ltd. on Marešova 304/12, 602 00 Brno, to discuss and sign the new TERMS AND CONDITIONS. Otherwise, it is considered that the new TERMS AND CONDITIONS are valid.

Consent to the TERMS AND CONDITIONS

By completing the online application that includes these TERMS AND CONDITIONS at www.ca-institute.com or in person or via email the Student/Corporation/Government Agency/Embassy has read and agreed to the TERMS AND CONDITIONS mentioned herein. This expression of consent also applies to those who have completed a course/program and have re-registered for a new course/program.

I confirm I have read and understood the TERMS AND CONDITIONS and I agree to comply by them.

Student's name: _____

Signature: _____

Date: _____