Terms of Study

The terms of study determine the rights and responsibilities concerning the relationship between the Institute for Language and Preparatory Studies (henceforth “the Institute”) and course participants (henceforth “the participant”) at the Centre for Distance Education of ILPS CU (henceforth CTE).

I. Mode of study

1. “Mode of study” refers to the online language tuition in accordance with the applicable curriculum and syllabus of the Institute with specialised expertise in English or Czech.

2. The location of examinations is the Centre of Information and Communication Technologies in Education, Jiřího náměstí 1/8, 290 01 Poděbrady, unless otherwise specified.

3. The tuition takes place in the following variants:
   A. 12 week online English course, tutor assistance, technical support
   B. 1–5-month\(^1\) online Czech for foreigners course tutor assistance, technical support
   C. 3-week online preparatory course for the test of Czech for the purpose of granting citizenship, tutor assistance, technical support
   D. Examinations (required in order to obtain the course certificate and can only be taken by those students who book the whole course at one level and successfully complete at least 60% of its content – see point II/10)

4. It is the responsibility of the participant to arrange language tuition in the appropriate variant, or a combination of variants based on the submitted online CTE application.

II. Tuition fees and course of study

1. The course fees are stipulated on the CTE website. Following submission of the CTE application the participant will receive payment instructions from the study department of the CTE including the total tuition fee. On the basis of this information the participant agrees to pay the amount within 10 days of receipt, either by bank transfer to the Institute account or by card payment.

2. If the participant does not pay the specified amount within 10 days of receipt of the payment instructions, the application will be considered cancelled.

3. Once payment from the participant reaches the account of the Institute\(^2\), the participant will receive instructions on how to access the learning management system and the course operating guide from the course administrator. Access to the learning management system is activated as soon as the administrator sends the email containing the initial instructions; tutor assistance starts at the beginning of the week after the initial instructions were sent.

4. The Institute reserves the right to refuse an application that contains false or incomplete information about the participant, or is not completed in accordance with these terms and the Institute’s range of provision on the specified day, or is incomplete or vague. Should any of the information contained in the application be discovered to be false, particularly those that entitle the participant to receive a discount on the tuition fee, the Institute reserves the right to require the participant to provide the correct information, as well as the reimbursement of any charges incurred in connection with the shortcomings in the application, especially payment in full of tuition fees where the participant has already paid a reduced price. If the participant fails to do so within 10 days, the Institute reserves the

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\(^1\) month means here the total of 4 weeks, not the calendar month

\(^2\) Time taken to credit the participant’s payment to the Institute account may vary depending upon the method of payment selected.
right to cancel the participant’s tuition and consider the price paid for tuition as recompense for the benefit of the Institute.

5. If the duration of the course i.e. the tutor assistance is shorter than the full academic year, the learning management system will still be accessible to the participant until the end of the given academic year without the tutor assistance.

6. If the duration of the course i.e. the tutor assistance is longer than the full academic year, the course is automatically interrupted during the academic holidays of the CTE and continues at the beginning of the next academic year. In this case, the participant is not obliged to pay any additional costs associated with the study course booked the previous year.

7. The participant may request to interrupt the study (in writing to the Director of the CTE) at least 1 week before the requested date of interruption. If the period of interruption together with the time remaining to the end of the course is longer than the time remaining to the end of the academic year, the participant is required to pay any costs associated with the payment of the user’s license for the provider of the learning management system and any difference in tuition fees at the beginning of the next academic year to the Institute.

8. If the participant requests for any reason to terminate the course following the payment of tuition fees (always in writing to the Director of the CTE):
   a) Prior to opening any of the lessons accessible within the course as part of their user account on the learning management system, the participant is obliged to pay any costs associated with the acceptance of payment to the Institute, registration, payment of the license for providers of the learning management system and any charges required by the Institute’s bank and the participant’s bank associated with refunding payment to the participant’s account; this amount is always determined by the study department of the CTE based on individual circumstances and may reach the maximum tuition fee amount;
   b) After beginning the booked course i.e. after opening any of the lessons accessible within the course on their user account on the learning management system, the price paid for tuition is considered as recompense for the benefit of the Institute.

9. If the participant requests termination of the course following tuition fee payment due to malfunctions on his/her equipment, in light of the fact that the candidate has the opportunity to test the equipment prior to submitting the application in the demo version at http://ujop.itutor.cz (login information available at the Institute website), the price paid for tuition is considered as recompense for the benefit of the Institute, unless otherwise agreed in writing.

10. The participant acknowledges that a condition of obtaining the certificate of study is the successful completion of the required examinations in the selected language, which can only be taken by those students who book the whole course at one level and successfully complete at least 60% of its content. The examinations must be completed no later than the last working day on which the participant can access the course in the learning management system. The date of the examinations is determined on the basis of the participant’s request individually in the form of an agreement between the participant and the tutor.

11. The participant further acknowledges:
   a) If the participant fails the examinations, he/she may retake the test once; the parties involved shall agree on the conditions of any further tests in the event that the participant also fails the retake.
   b) If the candidate fails to appear for the test for serious reasons and with timely written apologies, he/she is required to pay the Institute an administrative fee of 300 CZK to take the examinations at an agreed alternative date.

III. Further provisions

1. In the case of circumstances pertaining to force majeure, which impede the Institute in delivering tuition, the Institute has the right to reasonably interrupt or cancel the participant’s course. In no

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3 The schedule is determined by the Director of the CTE.
4 http://ujop.cuni.cz
case will the department hold responsibility for damages incurred. “Force majeure” refers to exceptional circumstances which prevent the Institute, temporarily or long-term, from delivering the booked lessons, and which occurred after the beginning of the course and cannot be prevented by the Institute.

2. The Institute is not responsible for any obstacles to study, faults in online study materials and the loss of data in the learning management system arising as a result of the participant not having the correct minimum system requirements listed on the Institute website, faults in internet connection provided by a third party connecting the Institute and the participant, or if his/her computer becomes infected, damaged or otherwise affected by computer viruses, other malicious software or equipment. The Institute is not responsible for loss or damage of the application to the CTE nor for the loss or damage of files or data sent through electronic routes, networks and servers.

IV. Final provisions

1. These conditions include the protection of personal data in accordance with the Information on the Processing and Protection of Personal Data at Charles University (see https://cuni.cz/UKEN-903.html).

2. In other cases not explicitly covered by these terms and conditions the legal relationship between the participant and the Institute shall be governed by the relevant provisions of the Civil Code and other applicable legal regulations.

3. In submitting an application to the CTE the participant confirms that he/she has read and accepts the terms and conditions of study.

4. The Institute reserves the right to suspend tuition following prior notification without any obligation to pay the participant any compensation and without losing the entitlement to the payment of damages in the event of a material breach of these terms and conditions of study by the participant.

5. The participant may not pass any claim arising in connection with tuition to a third party. Any such claim is permitted only with the prior written consent of the Institute. The participant may also not, without the written consent of the Institute, transfer any rights to a third party on the basis of the submission of the application to the CTE.

6. The Institute reserves the right at any time to amend these terms and conditions of study due to changes in legislation or other relevant circumstances. These amendments will be effective after notification to the participant on the website of the Institute.

7. These conditions are drawn up in Czech, English and Russian. In case of conflict between these language versions, the Czech language version decides.

8. These conditions take effect from 1. 1. 2019.

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5 The participant has the opportunity to test the course software on his/her technical equipment in a demo version available at http://ujop.itutor.cz (login information available at the Institute website); requests to terminate tuition due to technical malfunctions on the participant’s equipment will be dealt with in line with point 9 of these terms and conditions.