CHARLES UNIVERSITY
Institute for Language and Preparatory Studies
Centre for Distance Education

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 CDE).

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 tutorials and examinations is the Centre for Distance 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, 2 two day class tutorials; 32 hours total study (16+16)
   B. 12 week online English course, tutor assistance, technical support
   C. 1–5 month¹ online Czech for foreigners course, tutor assistance, technical support, 2 two day class tutorials; 32 hours total study (16+16)
   D. 1–5-month² online Czech for foreigners course tutor assistance, technical support
   E. 3-week online preparatory course for the test of Czech for the purpose of granting citizenship, tutor assistance, technical support
   F. 3-week online preparatory course for the Czech Language Certificate Exam (CCE) B1, tutor assistance, technical support
   G. Introductory tutorial (1 day – 8 hours) – introduction to the mode of study
   H. Examination (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/16)
   I. Individual face-to-face language tutorial
   J. Individual language tutorial via Skype
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 CDE application.

II. Tuition fees and course of study

1. The course fees are stipulated on the CDE website. Following submission of the CDE application the participant will receive payment instructions from the study department of the CDE 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 Institute³, 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

¹ month means here the total of 4 weeks, not the calendar month
² month means here the total of 4 weeks, not the calendar month
³ The time taken to credit the participant’s payment to the Institute account may vary depending upon the method of payment selected.
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 participant can arrange individual specialised language tutorials with a tutor (see point 3, option I or J). The date as well as the subject matter, that must always be related to the course contents or its form, are based on the agreement between the participant and her/his tutor. In the event of a number of participants taking part in such a tutorial, the price for one lesson is divided by the number of participants. Payment for tutorials is payable in advance to the Institute account based on the instructions sent by the course administrator after being prompted by the tutor.

5. The course fee does not cover associated expenses such as travel, food etc.

6. 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 right to cancel the participant’s tuition and consider the price paid for tuition as recompense for the benefit of the Institute.

7. 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.

8. 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 CDE and continues at the beginning of the next academic year. If this case, the participant is not obliged to pay any additional costs associated with the study course booked the previous year.

9. The participant may request to interrupt the study (in writing to the Director of the CDE) 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.

10. 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 CDE):
   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 CDE 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.

11. 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.

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4 The schedule is determined by the Director of the CDE.
5 http://ujop.cuni.cz
12. The participant, when booking an online course with class tutorials, acknowledges that if it is not possible to assemble a study group of at least 10 participants, as the only alternative a course variant without class tutorials will be offered.

13. The participant further acknowledges that in the case where the number of participants in a class tutorial drops prior to entering the course by more than 40% (based on the maximum number of 12 participants), and where joining with another group is not possible, the Institute may, subject to prior notice, cancel the class tutorial for financial reasons and offer the participant as the only alternative a course variant without tutorials.

14. The participant agrees to be placed in the study group corresponding to the closest level of his/her overall knowledge of the foreign language, applying both at the start and throughout the duration of the course; within the pedagogical and organisational capabilities of the Institute.

15. The participant agrees to comply with the study regulations for participants in lifelong learning courses, other regulations related to the provision of teaching, existing health and safety at work regulations, including fire regulations, of which the participant will have been aware on the first day of the course, at all times when attending class tutorials in the castle building and classrooms of the CDE in Poděbrady.

16. 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.

17. The participant further acknowledges:
   a) If the participant fails the examination, 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 examination 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 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 CDE nor for the loss or damage of files or data sent through electronic routes, networks and servers.

IV. Final provisions

1. The participant agrees that the Institute, as an administrator in accordance with Act Nr. 101/2000 Coll. on the protection of personal data and the amendment of certain laws, may process personal data obtained through the application to the CDE. This consent is granted for an indefinite period.

2. The user agrees to the sending of marketing information by the Institute to the email address specified in the application. The granting of this consent is optional; the participant acknowledges

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6 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 11 of these terms and conditions.
that without the provision of personal information tuition cannot be provided. The participant may withdraw this consent at any time in writing without giving reason.

3. 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.

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

5. 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.

6. 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 CDE.

7. 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.

8. These conditions take effect from 1. 1. 2013.

PhDr. Petr Hercik, Ph.D.
CDE Director