

Commercial Conditions of the Faculty of Sports Studies at Masaryk University

These commercial conditions cover the registration and payment of participant fees through the Commercial Centre of Masaryk University. The provider of the service is Masaryk University, based at Žerotínovo náměstí 617/9, Brno, 601 77, ID no. 00216224 (hereinafter “**The University**”). The university is a public university established by law.

In some cases, a contract will be concluded with the client which adds to these commercial conditions. The wording of this contract will be provided to the client before sending the application.

These commercial conditions are valid and in force from 1.6.2017.

I. DEFINING THE CONTRACTUAL ABBREVIATIONS AND CONCEPTS USED

University – see the definition above.

Client – The client is understood to be a person making an order through the Commercial Centre of Masaryk University.

Organisor – A person entitled by the University to organise an Event, especially connected with applications and communication with the registered participants of the Event.

Event – seminars, courses, training and one-off educational events organised by the Faculty of Sports Studies at Masaryk University or in association with the Faculty.

Service – Service is the work carried out by the University in accordance with the specifications given by the Commercial Centre.

Contract – A Contract is an agreement concluded between the Client and The University through the Commercial Centre of Masaryk University.

II. APPLICATION AND CONCLUDING A CONTRACT

1. A client wanting to apply for an Event must be registered at the Commercial Centre.

2. An order form must be completed on registration. The Client can order the chosen Service by filling in the required information and sending off the application form. The Client will be asked to have the details checked before sending the form. This check will be made to find and correct any mistakes made when entering the information.

The Client should fill in their electronic address in addition to the compulsory fields. The Commercial Centre will send the order confirmation to this address, along with payment details and any information about the event.

3. The application is considered as the Client’s proposal for concluding the Contract.

4. If the Client makes an application for another participant than his/herself, they take full responsibility for the fact that the participant agrees with the application and that the details in it are correct.

5. The Client must provide correct details when registering and making the application. If the details are found to be wrong, the registered Client can change a majority of details after making the application at the Commercial Centre.

6. An unregistered Client can ask the Event Organiser to change the details using the contact mentioned in the web pages or the pages of the Event.

7. Unless mentioned otherwise, the contract between the Client and the University comes into force as soon as the confirmation has been received as per paragraph 3, which commits the two parties and which can only be ended in the cases mentioned in these commercial conditions.

III. PAYMENT FOR SERVICES

1. Unless mentioned otherwise in the individual offers, the Client can chose through the Commercial Centre whether to pay the university for the Service by bank transfer, in cash or credit card.

2. The Price for the Service is considered paid once the whole sum has been transferred to the University's account.
3. The Client should pay in accordance with the instructions on the proforma invoice.
4. Unless mentioned otherwise, payment for the Service can only be made in Czech currency.
5. The Client should pay for any costs associated with payment, including bank charges, costs incurred from making a mistake in sending the payment and costs the University may incur in sending back a payment in the event that the University withdraws from the Contract due to a failure to pay the full price of the Service.

IV. ACCOUNTING, TAX AND OTHER DOCUMENTS

1. The Client can follow their order at the Commercial Centre's address to see whether the Service has been paid. The Client can receive a receipt at the same address once the payment has been processed by the University.
2. Registered Clients will have accounting and tax documents at their disposal in a printable electronic form at the Client's registration.
3. If the Client finds out that there are mistakes on the document issued (the proforma invoice), they must not complete the payment. If the Client is registered, they can change the invoice details in the Commercial Centre. If they are unregistered, they can ask the Organiser to make the changes to the invoice details.
4. If the Client is VAT registered, they must enter their Tax No upon registration or when making an order.
5. The date for incurring taxes when selling a Service through the Commercial Centre is the day the invoice is issued. The tax receipt for the Service is issued on the day the first payment is made by the Client.

V. WITHDRAWING FROM THE CONTRACT

1. The University has the right to withdraw from the Contract in the following cases:
 - a) If the Client fails to pay the full price for the Service ordered within the defined period;
 - b) The University stops offering the Service ordered for technical reasons or due to a lack of interest in the Service.
2. The Client will inform the University about withdrawing from the Contract by sending an e-mail to the Event Organiser's electronic address using the contact mentioned on the web page or the pages of the relevant Event. The Client should mention that they are withdrawing from the Contract and the account number where the paid amount can be returned to. The account number should be the same as the account number from which the payment was made.
3. If the Client withdraws from the Contract, the University will pay the Client back the amount paid within 2 weeks to the account mentioned by the Client. If payment was made in cash, the amount will be returned in person to the Client at the Faculty of Sport's cash desk at Masaryk University.
4. In order to respect the notice period for withdrawing from the agreement, the Client must send the University their withdrawal notice from the Contract before the time period has expired.
5. The University has the right to charge a fine if the Client cancels their participation in accordance with the New Civic Code no. 89/2012 in the Coll. article 2048:
2-10 days before the life-long learning programme begins 50% of the price of the educational programme;
1 day before the life-long learning programme begins100% of the price of the educational programme
If the Client is absent, they can send a substitute.

VI. COMMUNICATION

1. Most communication between the Client and the University should be done electronically. If there is any need for it, communication can be made in writing, by telephone and face-to-face.
2. The Client will communicate with the University by sending emails to the electronic address of the Event Organiser using the contact mentioned on the web page or pages of the Event.
3. Communication from the University will be directed to the email address mentioned by the Client when registering. The Client should regularly check this email inbox.

VII. PROTECTING PERSONAL DATA

1. The University will handle the Clients personal data in line with the latest version of law no.. 101/2000 of the coll. on Protecting Personal Data.
2. The personal data of registered Clients will be stored in the Commercial Centre for the period of registration in order to provide the Service, protect the legally-vested interests of the university and to meet the University's legal requirements for at least 5 years.

VIII. CONCLUSION

1. The University will archive all orders and documentation in electronic form.
2. The Prices for Services and information about them are valid from the day they are published.
3. The use of the Services does not confer on the Client any rights to use the brands, trade names, logos and other marks of the University or of the University's contractual parties, unless it is agreed otherwise in a special Contract for a specific case..

I confirm that I am aware of the Rules of Safe Conduct in Classes, Courses and Sporting Events organized by the Department of Life-Long Education at the Faculty of Sports Studies at Masaryk University:

<http://www.fsps.muni.cz/dokumenty/pdf/pravidla-BOZP-CZV-FSpS-nove.pdf>