

A. General Terms and Conditions of ENGLISHstay z.ú. valid as of 26.10.2015

1. Common Provisions

The company ENGLISHstay z.ú., ID 044 97 538, registered office in Beroun, Havlíčkova 127, postcode 266 01, registered in the Register of Institutes administered by the Municipal Court in Prague, section U, Insert 302, issues within the meaning of §1751 et seq. Act No. 89/2012 Coll., the Civil Code, as amended, these General Terms and Conditions ("GTC"). These GTC govern the rights and obligations in the contractual relations arising from the provision of services from ENGLISHstay z.ú. to natural or legal persons ("clients"). Furthermore, these GTC are part of every contract entered into between ENGLISHstay z.ú. and clients and determine part of its content, with divergent provisions in the contract prevailing over the GTC. Clients, by booking, ordering or executing contracts with ENGLISHstay z.ú., agree that the rights and obligations of a client and the company ENGLISHstay z.ú. are governed by the GTC effective on the relevant date of booking, ordering or entering into a contract. The effective version of the GTC is published on <http://www.englishstay.cz> and is available on request at ENGLISHstay z.ú. ENGLISHstay z.ú. is entitled to change the GTC even during the duration of the contractual relationship with the client, and the client will be notified of this change on the site of ENGLISHstay z.ú., along with the current wording of the GTC. In the case of a change in the GTC with which the client does not agree, it is his / her right, based on his / her contract with ENGLISHstay z.ú. , to terminate the contract by writing, within one month of the publication of the change on the ENGLISHstay z.ú. website, that he/ she wishes to terminate the contract. This writing must be by registered mail delivered to ENGLISHstay z.ú. In this case, ENGLISHstay z.ú. has a right to reimbursement for all costs already incurred in fulfilling the service for the client and the cancellation fee set for the contract will apply. If the client does not exercise this right during the allotted time period, it is understood that the client accepts the altered GTC. Amendments to any contract negotiated in writing must also be negotiated in writing.

1.2 Legal relations between ENGLISHstay z.ú. and clients are governed by the law of the Czech Republic ("CR"), in particular Act No. 89/2012 Coll., the Civil Code, in the effective version ("NOZ").

1.3. Any disputes between ENGLISHstay z.ú. and clients will be dealt with by the general courts of the Czech Republic.

1.4. Communication between ENGLISHstay z.ú. and clients is provided in the Czech language unless otherwise agreed. For delivery purposes, the client agrees to:

a) delivery to an address specified in his/her order or contract, unless ENGLISHstay z.u. is notified in writing of a different address for delivery;

b) the fact that the rejection of the document by the client or its non-acceptance and return to ENGLISHstay z.ú is considered as delivery; delivery occurs at the moment of returning the undelivered item to ENGLISHstay z.ú.;

c) delivery to the email address to the client has the same effect as delivery by written shipment;

d) that contacting ENGLISHstay z.ú. must be at its address at Havlickova 127, Postcode 266 01, the sole seat of ENGLISHstay z.ú.

1.5. The client is responsible for the factual and formal accuracy of his / her order, especially for the correct disclosure of his / her personal data, terms and other conditions relevant to the services requested of ENGLISHstay z.ú. ENGLISHstay z.ú. is not liable for any damages incurred as a result of incorrect data provided by the client. When placing a demand or order, the client is required to state specific requirements for the requested service, including a request to apply any discount. The client acknowledges that later specific requirements or discounts can not be taken into account when providing service. The client also acknowledges and agrees that specific service requirements may be subject to additional fees not included in the base service price.

1.6. The client's response to the offer of ENGLISHstay z.ú. within the meaning of Section 1740 (3) of the NOZ, with an addendum or derogation that does not substantially change the terms of the offer, is not the acceptance of an offer for the execution of the relevant contract. ENGLISHstay z.ú. reserves the right to refuse an order that contains incorrect, inconsistent or incomplete information from the client. ENGLISHstay z.ú. is also entitled to decline the order of a client who submits an incomplete or incorrectly filled order, fails to pay the agreed deposit or price of the ordered service, does not send the executed documents, or who is under the influence of narcotics.

1.7. The client has the right to withdraw from the contract, except when the service has already been fulfilled only if ENGLISHstay z.ú. has been notified in writing by the specified deadline. See 1.8 for requirements concerning deadlines, withdrawals and refunds.

1.8. In case of withdrawal from the contract other than as stated in Section 1.7 of the GTC, the client is obliged to pay ENGLISHstay z.ú. the cancellation fee set for the respective type of service, and if not specified, is obligated to pay ENGLISHstay z.ú. the costs incurred by ENGLISHstay z.ú. for the performance of the contract until it was served with the client's notice of withdrawal from the contract. Withdrawal must be in writing and must be delivered to ENGLISHstay z.ú. by registered letter and is effective upon delivery to ENGLISHstay z.ú. The client may withdraw by executing the withdrawal form, which form is annexed to these GTC.

1.9. In the event of a claim of defects in mediated services (transport and accommodation) provided by ENGLISHstay z.ú., the client is entitled to file a claim for such defects directly with the provider of this service as soon as such defects are discovered. Company ENGLISHstay z.ú. is not responsible for failing to provide the service or failing to provide it for reasons of force majeure. In such a case, the responsibility for such defects rests with the provider of the mediated service.

The client may canceled the contract within the time limit specified in the relevant contract or confirmation of the order and, if no such period is stipulated, within 14 days from the execution of the contract with ENGLISHstay z.ú. The price of services is paid on the date of the agreed price, including all applicable taxes and charges, to the bank account of ENGLISHstay z.ú. Payments credited to ENGLISHstay account after 5PM are considered to be paid on the following business day. In the case of a foreign currency, the conversion is made according to the current DEVIZA - SALES FIO Bank, on the date of issue of the invoice or advance invoice.

1.11. In the event that the client is late in paying the price of services ordered from or through ENGLISHstay z.ú., the client is obligated to pay, in addition to the price of the ordered service, interest on delay stipulated by a special legal regulation, the cancellation fees and any contractual penalty agreed for the given service. Company ENGLISHstay z.ú. is entitled to offset its claim for interest on late payments, cancellation fees and contractual penalties against a client's claims against ENGLISHstay z.ú.

1.12. The client acknowledges and agrees that all telephone calls between the client and ENGLISHstay z.ú. may be monitored and that ENGLISHstay z.ú. performs tracking of clients' website traffic.

1.13. The client grants ENGLISHstay consent to the collection, storage and processing of personal data provided by ENGLISHstay z.ú. (also "administrator") for the purpose set forth below. In the event that the client executes a contract for the benefit of third parties, he / she confirms by signing the contract that he / she is authorized by these third parties to provide their personal data and to give consent to the collection, preservation and processing of their personal data. The client grants the consent for all data provided in the contract and documents related to it for a period of 5 (five) years from the date of granting the consent. The client declares that he / she is aware of his / her rights under Sections 12 and 21 of Act No. 101/2000 Coll., On the Protection of Personal Data and declares that all data are accurate and true and provided on a voluntary basis.

1.14. The client (also the "data subject") may ask the administrator for information on the processing of his or her personal data. The administrator is required to provide this information to the data subject without undue delay. Where the data subject discovers or considers that the administrator carried out the processing of his or her personal data contrary to the protection of his / her private and personal life or in contravention of the law, in particular if the personal data are inaccurate with regard to the purpose of the processing, he/ she has the right to ask the administrator for an explanation and for removal of the inaccurate data, by blocking, repairing, supplementing or liquidating such data. If the administrator fails to comply with the request, the client has the right to contact the Data Protection Authority directly.

1.15. In accordance with § 5 of Act No. 101/2000 Coll., On the Protection of Personal Data, all data are collected and processed solely for the purpose of providing services requested by the client and for offering goods and services by ENGLISHstay z.ú. to prospective, current and former clients. All such data will be collected, processed and stored also for the purpose of sending communications to the data subject via electronic means pursuant to Act No. 480/2004 Coll. Until and unless the data subject directly and effectively sends information to the administrator that he does not want his information to be kept by the manager, it will be kept for a period not to exceed 5 (five) years from the date of the execution of his/ her contract. Summarized data may be used by the administrator for statistical purposes, for the internal administrator's need.

1.17. The administrator declares that he / she will collect personal data to the extent necessary to fulfill the stated purpose and process it only in accordance with the purpose for which it was collected. Employees of an administrator or other natural person processing personal data under a contract with an administrator are required to maintain confidentiality about personal data, even after termination of employment.

1.18. These GTC do not apply to:

i. the rights and obligations between the client and the accommodation provider and others who provide tourism services for the client. These relationships are governed by the terms of the relevant provider.

ii. the rights and obligations between the client and the carrier when carrying out bus transport of persons (hereinafter referred to as "bus transport"), provided for the client by ENGLISHstay z.ú. or the provision of services by the carrier related to the bus transport. These relationships are governed by the terms of the carrier.

2. Conditions for Language Instruction during a Language Course

2.1 ENGLISHstay z.ú. provides services in the field of language education, in the form of conversations with English-speaking, native speakers; these conditions govern the contractual relationship between ENGLISHstay z.ú. and clients of language courses and are binding upon the parties.

2.2. A contractual relationship between ENGLISHstay z.ú. and the client is created on the basis of the client's filling out the application form from the website www.englishstay.cz or on the premises of ENGLISHstay z.ú. The client can, after registration for the language course, withdraw in writing or by email until the deadline for payment of the language course as stated in 2.3 of these GTC. The procedure for resignation after payment of the course fee is stipulated in 2.4. (Cancellation Policy).

2.3. Payment for a language stay is made on behalf of ENGLISHstay z.ú., which is maintained with Fio Bank, the CZK account number 2600882640/2010, EUR 2200882641/2010. Payment for a language stay is paid by the client upon receipt of the "Call for Payment" to be sent by ENGLISHstay z.ú. client after confirming the application for a language stay. The client must pay at least 50% of the language stay of ENGLISHstay z.ú. 45 days before the

scheduled date of the chosen language stay. The remaining part of the language stay of ENGLISHstay z.ú. the client is obliged to pay at least 30 days prior to the scheduled date of the selected language stay. If the client enters into a language contract with ENGLISHstay z.ú. in the shorter term than 30 days before the planned term of the language stay, the client is obliged to pay the full amount of the price for the language stay of ENGLISHstay z.ú. If the client is late in fulfilling the obligations of the order, ENGLISHstay z.ú. may claim default interest of 0.1% of the outstanding amount for each day of delay.

2.4. The conditions for canceling a language course are as follows:

- a) Participation in the language course organized by ENGLISHstay z.ú. can only be canceled in writing or by email;
- b) Cancellation fees for cancellation of a language course within 30 days of the first day of the planned language course are 50% of the language course total fee.
- c) Cancellation fees for cancellation of a language course within 15 days from the first day of the language course are 75%.
- d) Cancellation fees for cancellation of a language course less than 15 days from the first day of the planned language course, or absence from the planned language course is 100% of the total fees of the language course. If the client can not participate in a language course at a selected date, for serious family or health reasons, ENGLISHstay may offer another language course term as a gesture of goodwill, but is not obligated to do so.
- e) Company ENGLISHstay z.ú. reserves the right to cancel the term of a language course if such course would have fewer than 10 students participants. If the term of the language course is changed or canceled, the client will be informed immediately.
- f) In case of cancellation of the language stay by ENGLISHstay z.ú., the client will be offered another term, which he / she can choose according to his / her availability and interest. If the client does not qualify for a substitute term, he / she will be entitled to a refund of a proportion of paid language course fees.
- g) In the case of a refund of part or all of the payment for the ENGLISHstay z.ú. language course, the amount will be transferred to the client's account within 14 days of the client's request.

2.5. The conditions for withdrawal are as follows:

- a) ENGLISHstay z.ú. may withdraw from the contract because of limited enrollment in a particular language course. In this case, the clients will be offered a different language course term. If a client does not accept participation in the offered term, he/ she will receive a refund. Clients will receive refunds

based on their date of payment; those that paid first will receive their refunds first. The day of payment is the date payment was received in the ENGLISHstay z.ú bank account.

b) ENGLISHstay z.ú. reserves the right to withdraw from a contract with the client and to cancel the client's linguistic course without compensation if his/her behavior seriously disturbs the quiet enjoyment of other participants or employees of ENGLISHstay z.ú. attending the language course.

c) ENGLISHstay z.ú. is entitled to withdraw from the contract if the client fails to pay the agreed fees within the allotted time.

2.6. The approval of the GTC is valid and binding from the time the client files an application (electronic or paper).

3. Conditions for Mediation of Services of Individual Tourist Services (accommodation, catering services)

3.1. Company ENGLISHstay z.ú. is the agent for accommodation and other individual tourism and related services offered by selected providers of these services ("the provider") with whom it has executed contracts. ENGLISHstay z.ú. is entitled to negotiate these services for clients on behalf of the respective providers and are binding on clients. (hereinafter referred to as "confirmation") and to collect the negotiated price of services on its behalf.

3.2. Company ENGLISHstay z.ú. offers the client the ability to mediate with the selected provider for selected services. The client acknowledges that rights and obligations arise between the service provider and the client, while ENGLISHstay z.ú. in this relationship acts only as an intermediary.

3.3. The client acknowledges that the provision of such services is solely the responsibility of the provider of the tourism and related services according to the provider's business conditions. ENGLISHstay z.ú. is not the provider of accommodation or other services, and is therefore not responsible for the proper and timely implementation of these services. Furthermore, ENGLISHstay z.u. has no responsibility if injury, illness, loss or damage to any property of the client occurs in connection with the accommodation or the use of other mediated services.

3.4. The client places an order for accommodation and related travel services automatically together with the order of the language course organized by ENGLISHstay z.ú. The client may choose his / her service order:

- a) via electronic online booking via the internet at www.englishstay.cz
- b) by telephone or e-mail

3.5. The client can resolve complaints of mediated services through ENGLISHstay z.ú., but acknowledges that complaints regarding accommodation or other related services are not provided by ENGLISHstay z.ú. In the case of defects that can be remedied immediately, complaints must be made, unless otherwise stated in the service provider's terms of service, without undue delay to the authorized person providing accommodation or related services and, if no such claim is accepted, the client is obligated to provide a written confirmation, directly with the provider of the service or through ENGLISHstay z.ú.

3.6. In the event that the client files a claim through ENGLISHstay z.ú., ENGLISHstay z.ú. will transfer the claim to the service provider for settlement and will further inform the client of the progress and outcome of the claim. The client acknowledges that in such a case, there are no entitlements from ENGLISHstay z.ú., which is in the claim proceedings only to provide support. The client further acknowledges that in the event of a transfer of a claim to the service provider through ENGLISHstay z.ú., the claim falls exclusively within the competence of the accommodation provider and ENGLISHstay z.ú. can not affect the time taken to settle the claim or its outcome.

3.7. Company ENGLISHstay z.ú. is responsible only for the fulfillment of its obligations related to the binding agreement of service, i.e., especially for

- (a) timely notification to the service provider of the claim;
- b) timely provision of the order's confirmation to the service provider, if the terms require such;
- (c) timely issuance of a service voucher;
- d) delivery of the necessary documents to the service provider;
- e) notification of changes or cancellation to the service provider client on the next business day after ENGLISHstay z.ú. was about such change in writing,
- (f) proper and timely indication of the price of the service and related costs services on behalf of the service provider.

3.8. The client acknowledges that ENGLISHstay z.ú. is not obligated to inform the client of any changes in the reservation before paying the price of the services.

3.9. The client acknowledges and agrees that cancellation of service is governed

by the terms of the service provider and the time limit for a possible refund of the price paid or part thereof through ENGLISHstay z.ú.

4. Conditions for Mediation of Bus Transport

4.1. Company ENGLISHstay z.ú. mediates for clients the entering into a contract for the transportation of persons and the provision of other related services ("the Contracts") with the selected carrier only on the basis of the business terms and conditions of the provider effective at the time of the execution of the contract.

4.2. The client acknowledges that the execution of the contract results in rights and obligations relating to bus transportation and related services between the client and the carrier. Company ENGLISHstay z.ú. acts in the relationship between the client and the carrier only as a mediator when executing the agreement.

4.3. The client acknowledges that ENGLISHstay z.ú. does not provide bus services or related services and is therefore not responsible for the proper and timely execution of bus transport and related services or for causing injury, disease, loss or damage to property or other property of the client in connection with bus transport.

4.4. The client executes an order for bus transport and related services, automatically with the order for the language course organized by ENGLISHstay z.ú. The client can make his / her order by his/ her choice
a) via electronic online booking via the internet at www.englishstay.cz,
b) by telephone or by e-mail.

4.5. The client acknowledges that complaints regarding bus transport or related services may be made only in the manner specified in the carrier's terms of service. Company ENGLISHstay z.ú. is not required to handle any customer claims related to bus transport or related services. Complaints must be made in writing, and, unless otherwise stated in the carrier's claims, without undue delay, but no later than six months after the bus transport, either directly with the carrier or through ENGLISHstay z.ú.

4.5.1. The carrier is responsible for carrying all luggage.

4.6. In the event that the client makes a complaint through ENGLISHstay z.ú.,

ENGLISHstay z.ú. will submit the claim to the carrier for settlement and will further inform the client of the progress and outcome of the claim. The client acknowledges that in this case there are no claims against ENGLISHstay z.ú., which only assists in the complaint proceedings. The client further acknowledges that even in the case of the transfer of a claim to the carrier through ENGLISHstay z.ú., the claim falls exclusively within the purview of the carrier and ENGLISHstay z.ú. can not affect the time taken to settle the claim or its outcome.

These GTC are valid from October 26, 2015.

Form for Withdrawal

Model Withdrawal Form

closed in a distance manner

(Fill out this form and send it back only

if you want to withdraw from the contract.)

Notice of withdrawal (*)

Addressee:

ENGLISHstay z.ú.

Havlíčkova 127

Beroun - City

266 01

Customer / Customer:

E-mail:

Phone:

I hereby declare (*) that I am withdrawing / withdrawing (*)
from the Service Intermediation Service Agreement (*) of (*).

Date of order:

Name and surname of client / clients

Client / Clients Address

Signature of client / clients

Date

(*) Delete as appropriate or complete the data.

Complaint Form

Pattern Form for Complaint

closed in a distance manner

(Fill out this form and send it back only
if you want to file a complaint.)

Complaint form

Addressee:

ENGLISHstay z.ú.

Havlíčková 127

Beroun - City

266 01

Customer / Customers:

Address:

E-mail:

Phone:

Reservation number / invoice number:

Date:

Claim description:

Signature of client / clients

Date

Place