

Piano School Prague

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Terms and conditions

GENERAL TERMS AND CONDITIONS

For the sale of piano lessons at the Piano School Prague, Ltd.

Dear lovers of music and piano,

you have just found yourself on a web page with the general terms and conditions for the lessons of individual piano lessons at the Piano School Prague Ltd. (henceforth only the Piano School). You may have already read the details of your selected lessons on the website www.pianoschoolprague.cz (hereinafter referred to as the "**web**" or "**web interface**"). These General Terms and Conditions (abbreviated as the "**GTC**") contain the information you need to have at hand before you purchase a piano lesson in our Piano School. So please read them carefully. When ordering piano lessons, you confirm your consent as part of an e-mail order. If you read the GTC, your consent will be a true agreement.

WHEN SHOULD THE GTC APPLY AND WHAT IS THEIR RELATION TO THE CONCLUDED CONTRACT?

GTC are used to provide piano lessons in the Piano School (henceforth only "**lessons**" or "**services**").

Lesson orders and the contract signing process are described below. GTC are a document that forms an

integral part of the contract concluded between us. If there were arrangements in the contract that differ from the GTC, the arrangements in the contract have priority.

GTC Content:

I. Basic information about me

II. Important terms to make it clear what is written here

III. How to place and order and conclude a Contract?

- 1. How is it with the price of products and lessons and how do you pay?***
- 2. How will you receive the products and services?***
- 3. How is it with the functionality of the digital content and its compatibility with hardware and software?***

VII. Withdrawal from the Contract

VIII. Warranty, defective performance rights and claim rules

- 1. Complaints settlement, consumer disputes***
- 2. Conclusion***

**I. BASIC INFORMATION ABOUT THE PIANO STUDIO OF EVA SUCHÁNKOVÁ,
Ltd.**

Represented by the Executive Director of MgA. Eva Lorenc

Trade no.: 06745172

Address: Kralická 1082/18, Strašnice, 100 00 Praha 10

Business premises: Blanická 845/9, Vinohrady, 120 00 Praha 2

Entry in the Commercial Register was made on 8th January 2018
registered in the Commercial Register C 288166 at the Municipal Court in Prague.

We are not VAT payers.

E-mail for the Piano Studio: info@pianoschoolprague.cz

Phone: +420 739 119 582

the delivery address is the same as the address of the residence.

We are available for you at the given e-mail address for usual communication as well as eventual initiatives and complaints.

In the following text, the Piano Studio is just referred to as the "**Seller**".

II. IMPORTANT TERMS TO MAKE IT CLEAR WHAT IS WRITTEN HERE

WHO IS A BUYER / CLIENT?

A client is the one who concludes a contract with us for the provision of teaching lessons, i.e. the provision of services. For the sake of simplicity, we will further use the term "Buyer".

Although we assume that a typical Buyer who purchases the products or services will be a consumer, of course, the buyer may also be an entrepreneur (a natural person, often also referred to as a self-employed person or a legal person, for example an Ltd. or Plc. company).

WHO IS A CONSUMER?

According to the law, a consumer is a natural person who is not acting in the course of his/her business or as an employee. If you are a natural person and you enter your Trade Number in the order, we will assume you are entering into the Contract as a businessman and not as a consumer.

WHAT CONTRACT ARE WE ENTERING INTO?

The Service Contract is concluded for the provision of piano lessons. The process of concluding the Contract through the web interface as well as using e-mail communication is described in detail in these GTC. The contract is concluded in the Czech or in the English language, archived in electronic form and is not accessible to third parties. The contract consists of an offer and its acceptance by e-mail or telephone communication (in the case of lessons) and these GTC. The Arrangements in the Contract take precedence over the provisions of the GTC.

WHAT IS A SERVICE CONTRACT?

It is a Contract in which the Consumer acts as a Buyer. The consumer is in many cases more advantageous than other buyers. If any right applies only to the Consumer, this is expressly stated in the GTC (i.e. instead of "Buyer" it states "Consumer").

WHAT IS A CONTRACT CONCLUDED IN A DISTANT MANNER?

It is a Contract that is concluded through REMOTE COMMUNICATIONS, i.e. it is closed without having to personally meet, because we use the web interface or e-mail to conclude it. The costs associated with the use of means of distance communication (especially Internet connection costs and telephone calls) are yours to cover as a Buyer and they do not differ from the standard rate charged by your operator or internet provider. By making an order, you explicitly agree to use remote communication.

WHAT ARE THE LEGAL RULES INVOLVED IN THE CONTRACTUAL RELATIONSHIP BETWEEN US?

These are valid legislation, in particular Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "CC") and in cases where the Consumer is a Buyer, this is also Act No. 634/1992 Coll., On Consumer Protection .

III. HOW TO PLACE AN ORDER AND CONCLUDE A CONTRACT?

You order the lessons by filling in a non-binding order on the web interface and then we will contact you

via email or phone and afterwards we will send you a specific offer of lessons by email. Or you send us an email or give us a phone call, and we will let you know about our free capacity for your lessons.

1. PRODUCT AND SERVICE DESCRIPTION: On the web interface, you will find a detailed description of the offered lessons, their content, indicating who they are intended for and what benefits you can expect from them. If you have any additional questions, please contact us before sending your order and we will clarify to you anything in question. At the web interface, you will also find references from clients who have already taken and tried the services prior to you. The presentation of the services listed on the web interface is only informative. As a Seller we do not have to sign the Contract. The regulation § 1732 (Paragraph 2) of the CC does not apply.

1. B) ORDERING LESSONS: Based on the non-binding order (i.e. your request) sent by you, or further specific communication, we will send you an offer of specific lessons by e-mail and the text of these GTC will be attached to the e-mail. If you choose a lesson from this offer, you will confirm it by sending us an e-mail to our e-mail address stated in the Article I. of these GTC. By delivering this email, where you also express your consent to the sent GTC, the Contract between us is concluded.

2. C) Any changes to the concluded Contract (including cancellation of the order) are possible only upon an agreement between us. Before we enter the Contract, you can cancel your order by email sent to our e-mail address stated in the "General Information about me" section of I. of these GTC.

3. D) If, based on our agreement, you order an introductory lesson, and we will send you an invoice and the text of these GTC to your email. The date of your introductory lesson is considered binding for both parties. If you do not attend the introductory lesson within 14 days of the agreed date, a credit note will be issued to you and the lesson will be offered to other clients interested in the lesson.

In case of doubt, we may contact you to verify the authenticity of the order and if the order's authenticity fails to verify, the order is considered not as not filled and we do not continue to pursue such an order.

How is it with the price of products and lessons and how do you pay?

1. PRICE OF PRODUCTS AND SERVICES: The price is stated on the web interface. The Piano School is not a taxpayer of value added tax. The price is valid for the entire time it is listed on the web interface. The

shipping costs or any other costs associated with the delivery of the products do not exist; therefore, the price stated in the order summary is the final price.

2. The agreed price is the price quoted for the product at the time of sending your order (the price of a lesson in the price section is for the given school year). If there is a clear error when placing a price on a web interface or email (this is mainly due to a misprint or error when stating the price) or a similar error in the process of concluding the Contract, then we are not obliged to deliver the product and service for such a clearly incorrect price, even when there is an automatic confirmation of receipt of the order. In the event that you have already paid such manifestly incorrect price, we are entitled to withdraw from the Contract and we will refund you the paid amount in that case.

3. We are required to deliver the product and service only after the full price has been paid in full, unless there is other expressed agreement between us stating otherwise.

4. METHOD OF PAYMENT: The agreed price can be paid by **(common) bank transfer** to the bank account of the Piano School: you will receive the instructions for payment in the form of an invoice in the e-mail confirming receipt of the order. When making the payment, please be sure to include the appropriate verifying number so that the payment can be quickly matched.

Any other possible forms of payment will be stated on the web interface or may be explicitly agreed between us. The purchase price is paid in Czech crowns.

5. DUE DATE OF THE PAYMENT: In the case of non-cash transfer, the purchase price is payable within 14 days of receipt of the order or as stated on the invoice. The due date is provided in the invoice payment instructions. The payment is paid when the relevant amount is credited to the bank account of the Piano School. However, regarding the payment for lessons, the price must always be paid before the lesson begins.

The regulation § 2119 (paragraph 1) of the CC does not apply.

Products cannot be paid for in instalments.

V. HOW WILL YOU RECEIVE THE PRODUCTS AND SERVICES?

SUPPLY AND CANCELLATION CONDITIONS FOR LESSONS

1.METHOD OF DELIVERY: The course of lessons will be based on the terms given in the description on the web interface or individually negotiated. The buyer has the right to complete a lesson under the conditions of proper payment of the entire price. In the case of purchase of lessons for a specified subscription period, unused lessons cannot be transferred to other periods. If, for reasons that are not on our side, such as public holidays or your illness, you cannot use more than 2 lessons in a given subscription period without reason, we can agree on a replacement of a third and fourth lesson. In the timespace of a

running term, we only offer the maximum of two extra substitute lessons for unused lessons. If you would like to take this opportunity, contact us or your tutor and you will be offered at least two possible dates of replacement lessons. The replacement terms will be set in the given subscription period, according to the possibilities of the Piano School and the tutors, i.e. out of the usual time of your lessons, if necessary during the weekend or national holiday.

If you do not choose one of the offered replacement dates, we are not obliged to provide you with another date for a replacement lesson and the lesson „expires“. This is also the case if, due to the illness of a tutor or similar serious reasons, it is not possible to carry out your regular lesson and you do not choose either of the two replacement dates offered by the tutor.

2. EDUCATIONAL MATERIALS AND INFORMATION: All information and any written resources, materials, scripts, audio recordings and media, recommendations, techniques, personal data and other methods handed over by the tutor leading the lesson are only intended for the purposes of instruction of individual Buyers. It is not permitted to disclose, distribute and copy them in whole or in part, use them for any commercial purpose or elsewhere to publish and communicate them to third parties without our knowledge and prior written consent. The Buyer, Seller and tutor taking part in the courses acknowledge that all information received by the participants and the tutor during the course of study is considered to be very confidential and sensitive and will be treated as such.

3. RESPONSIBILITY IN THE PROCESS OF LEARNING LESSONS: The buyer is responsible for his / her decisions and his / her actions towards himself and others during the whole course of the lesson. Each Buyer acknowledges that during the event and any therapeutic work he/she participates in. Each participant in a lesson is responsible for any damage caused to him/her or others by his/her actions and for damage caused by him/her to the property and equipment of the premises he/she uses during the lesson.

4. THE POSSIBILITY TO EXPEL THE BUYER FROM PARTICIPATION: Buyers are obliged to not interfere with the course of their lessons while taking part, with late arrival also being considered as interference. We are entitled to expel the Buyer from the lesson or part of it if the Buyer fails to comply with these GTC and as a result will in any way upset the course of the lesson, other participants or the tutor, or in case he/she keeps disturbing during the lesson by inappropriate behaviour (i.e., especially by behaviour against the morals of decent coexistence). In the event of the Buyer's exclusion from the course, the Buyer is not entitled to a refund of the price already paid, nor its parts.

5. CANCELLATION CONDITIONS:

If you cannot or do not want to attend the lesson, please report it to the tutor at least 24 hours in advance or send an email to info@pianoschoolprague.cz or send a text message or call the telephone contact mentioned in Article I of these GTC. If this is a third or fourth absence at lessons in a given subscription

(study) period, it is possible to arrange a replacement lesson in the manner described in paragraph 1 of this article. If you do not inform us about your absence at least 24 hours in advance, the lesson is considered as taken part in. According to § 1837 par. 1 letter j) CC you cannot withdraw from a Service Contract without giving any reason (it is a contract for the use of free time with a predetermined term of performance).

6. CONSENT WITH RECORDING AND USING PHOTOGRAPHS AND VIDEO RECORDS. By enrolling for the lessons and paying their prizes, you agree to be taken photographs and videos of your person as a participant during lessons (but in particular at concerts and similar events) and be used for documentation on websites and in promotional materials. You are entitled to withdraw this consent at any time by e-mail sent to the e-mail address of the Piano School or by a letter sent to the postal address mentioned above in Article I of the GTC. The photos and records of you will not be accompanied by any other personal information unless we explicitly agree to this.

VII. WITHDRAWAL FROM THE CONTRACT

1. LESSONS (SERVICES): According to § 1837, letter j) CC you cannot withdraw from a Service Contract without giving reasons (this is a contract for the use of free time when the term of performance is predetermined). However, even in this case I offer you a money-back guarantee beyond the law and you have the right to withdraw from the Service Contract within 14 days of its commence (in the same way as mentioned in the previous paragraph) and I will refund you 50% of the price of lessons that you have not yet attended at the stated period.

2. We both, you as a Buyer and the Piano School as the Seller, are also entitled to withdraw from the Contract in cases specified by law or specified in these GTC.

VII. COMPLAINT SETTLEMENT, SOLVING CONSUMER DISPUTES

If you have any complaint about the concluded Contract, its fulfilment or our activity, please contact me us the email address info@pianoschoolprague.cz.

1. The Piano School operates on the basis of a trade license, the control body is the relevant trade licensing office, and the Czech Trade Inspection supervises the observance of the rules on consumer protection. Compliance with personal data protection regulations is supervised by the Office for Personal Data Protection. You can also contact these authorities with your complaints.

2. If there is a consumer dispute between the Piano School and the Consumer, the consumer has the right to its out-of-court settlement. The control body of out-of-court settlement is the Czech Trade Inspection pursuant to Act No. 634/1992 Coll., On Consumer Protection. All details of the out-of-court settlement can be found on the website of the Czech Trade Inspection Authority www.coi.cz. The consumer can also use the on-line dispute resolution platform, set up by the European Commission at

<http://ec.europa.eu/consumers/odr/>.

X. CONCLUSION

1. The contract is concluded for a definite term, until the fulfilment of the obligations of the Seller and the Buyer resulting from the contract.
2. Personal data protection is managed by a separate document you can find in the footer of our website.
3. Please note that we are entitled to modify these GTC unilaterally, but it is the Terms and conditions in force at the time of sending the order that will always apply to the Buyer. This version of the Terms and Conditions is also in a written form in a PDF format as an attachment of an e-mail confirming receipt of the order for piano lessons and can also be read before submitting an order in the footer of www.pianoschoolprague.cz.
4. These GTC are effective from 8th January 2018.