



STUDY CONTRACT

for the Institute of Hospitality Management in Prague 8, Ltd.

(hereinafter – „study contract“)

concluded by The Institute of Hospitality Management in Prague 8, Ltd., Svídnická 506, 181 00 Praha 8 (hereinafter “the IHM”) represented by Ing. Petr Studnička, PhD., CEO, and

the student

born on

year of enrolment 2018/2019

in the full-time Bachelor’s degree programme with professional orientation: Hospitality Management (Instruction in English), hereinafter referred to as “study program”.

I.

Subject of the Contract

The subject of the contract is to provide conditions for study at the IHM for a consideration.

II.

The IHM’s rights and obligations

1. The IHM will provide a student with full-time study in foregoing accredited study program. The study is completed with a state final examination after the completion of all exams and other study requirements in accordance with law No. 111/1998, Coll. on Universities, and on changes and amendments to other acts (the Higher Education Act) and the graduates will be awarded the academic title of “Bachelor” abbreviated to “Bc.” before their names.
2. The relation between the IHM and students is governed by the Higher Education Act and the IHM’s internal regulations registered by the Ministry of Education, Youth and Sports, namely the Statute, Study and Examination Rules, Scholarship Rules, Code of Discipline, as well as the Rector’s and CEO’s directives and regulations related to organization and provision of the studies.
3. The IHM provides the student with insurance for event of health injury or property damage incurred while fulfilling their study duties arising from study requirements on the IHM’s premises, and in other hotel, catering, spa and tourism establishments operating on the territory of the Czech Republic.

III.

Students' Rights and Obligations

1. The student pays tuition fees. Tuition fees are used to pay non-investment and investment costs incurred in connection with the implementation of the study program. The tuition fees are set by the CEO's directive for individual academic year.
2. The CEO's directive sets the amount of fees and other payments in addition to tuition fee depending on the utilization of different services. Other study-related fees applicable from the next academic year, set by the CEO no later than the end of summer term.
3. The amount of tuition fee and other fees is listed in Annex no. 1 hereto. The Annex forms an integral part of the Study contract.
4. Tuition and other fees cannot be waived. Either bank transfer or postal order payment is accepted.
5. The CEO decides on the postponement of charges, reimbursements and fees on the student's request.
6. Tuition and other fees refund is governed by the rules contained in Annex no. 1 hereto. The student must apply for a refund.
7. Tuition fee is paid before the beginning of each semester. At the respective semester enrolment the student shall evidence s/he has paid the fee. Tuition fee for the 1st semester shall be paid, at most, within 30 days after the decision of admission has been issued.
8. Tuition fee does not include:
 - a) Fee for admission procedure,
 - b) Working clothes,
 - c) Accommodation costs,
 - d) Payments for meals of the IHM's students,
 - e) Reimbursement for textbooks, lecture books and other learning aids, professional tools and uniforms for practical training provided by the IHM,
 - f) The remuneration for the use of copiers,
 - g) Travel expenses incurred in connection with excursions and practical training,
 - h) Balance payments for international mobility within the ERASMUS+ and other studies abroad on the basis of international agreements.
9. The student during his/her studies makes use of the IHM's equipment, school inventory and supplies in accordance with the study requirements.
10. The student is obliged to behave according to the Code of Ethics of the IHM, to be familiar with the internal regulations of the IHM, mainly with the Study and Examination Rules.
11. The IHM's personal data processing is primarily based on the EU Parliament and the EU Council Directive 2016/679 on the protection of physical persons' personal data and on their free movement and on the cancellation of Directive 95/46/ES (hereinafter as "GDPR"). The consent to the personal data processing in accordance with the GDPR is quoted in Annex 2 of this study contract for the IHM.

12. The student shall have the right to file a motion for out-of-court settlement of dispute with the designated entity in charge of out-of-court consumer dispute settlements, which is: The Czech Trade Inspection Authority (CTIA), Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Praha 2, e-mail: adr@coi.cz, web: <https://adr.coi.cz>. The Czech Trade Inspection Authority is a supervisory body monitoring consumer protection, acting in pursuance of Act No. 64/1986 Coll., The Czech Trade Inspection Authority Act as amended, and additional legal regulations. The Czech Trade Inspection Authority's website is www.coi.cz. In conformity with the provision § 1837 item j) of the Act No. 89/2012 Coll., Civil Code, no right of withdrawal from the contract for the completion of studies shall arise for the student as being a consumer as long as the IHM provides the contractual performances within the designated deadlines.

IV.

Final Provisions

1. The validity of the Contract is contingent on passing successfully school-leaving exam (GCSE) by 30th September 2018 or alternatively submitting a validation document by 31th January 2019.
2. This Contract is concluded for a period of study stipulated in the curriculum according to Art. 1, 2 and 3 of the IHM's Study and Examination Rules, and shall enter into force on the date of its signing. For studies completed beyond the allotted time a separate Contract must be signed.
3. If the student does not appear for his/her studies, Art. III Sec. 6 hereof is brought into effect.
4. The Contract is executed in two copies, of which each Party shall receive one copy with the validity of the original.

In Prague on

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CEO

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student