

## **HOLIDAY PROGRAMME**

Contractual Terms

for the Holiday Programme (hereinafter referred to as „Programme “):

### **1. Contracting Parties**

a) **Organizer of the stay –**

**Mateřská škola Bambino s.r.o.**, Company Reg. No.: 28964187; Tax ID: CZ28964187, registered office: České družiny 9, Prague 6, Postal Code 160 00, incorporated in the Commercial Register: Municipal Court in Prague, Section C, File No. 156315 (hereinafter referred to as “Owner”) and

b) **Legal representative of the child** (hereinafter referred to as “Client”)

In compliance with the provision of Section 1751 of Act No. 89/2012 Coll. Civil Code, the present Owner’s Contractual Terms regulate mutual rights and obligations of the contracting parties resulting from the contractual relationship concluded between Owner and Client subject to which are holiday programmes in Prague. The rights and obligations between Owner and Client resulting from the aforementioned contractual relationship shall be governed hereby.

### **2. Registration for a Stay**

Client who wants to register his/her child for a programme, shall use the electronic application available on [www.skolkabambino.cz](http://www.skolkabambino.cz).

a) **Electronic registration**

Once each mandatory item of the electronic application is filled in by Client in a due and true manner and the application is sent electronically, the programme will be booked from the moment of the delivery of such application to Owner for five business days.

b) The contractual relationship is concluded at the moment of confirming the preliminary booking by Client by means of paying the full price of the programme via bank transfer to the Owner’s bank account.

c) If Client fails to confirm the booking within the five business days by means of paying the full price of the programme via bank transfer to the Owner’s bank account Owner will be allowed to offer the place to another applicant.

d) If Client pays several times for the same programme, Client shall inform Owner thereof in writing and prove this by copies of the payment orders. Owner shall, without undue delay, pay back the paid sum reduced of costs (such as bank fees) via bank transfer.

### **3. Scope and Price of Services**

a) The price for the stay is a contractual price. The full price of the programme will be considered paid at the moment of crediting the payment to the Owner’s bank account.

b) The price of the programme includes: pedagogical and health surveillance over all participants to the programme in accordance with applicable regulations relating to mass events for children, content, catering (morning snack, lunch, afternoon snack, drinking regime). Client shall not be entitled to any other performance or services due to the participation of his/her child on the programme. The price for the stay includes any and all administrative fees, entry fees, travel costs, and any other costs of the Owner.

### **4. Cancelling the Stay by Client**

Client is allowed to cancel the contractual relationship with Owner before the beginning of or during the programme in writing via a registered letter sent to the Owner’s address or e-mail sent to [dejvice.bambino@skolkabambino.cz](mailto:dejvice.bambino@skolkabambino.cz) or [vinohrady.bambino@skolkabambino.cz](mailto:vinohrady.bambino@skolkabambino.cz) (upon the venue of the chosen programme). The date of delivery to Owner will be decisive for specifying the date of cancellation.

Cancellation policy:

a) If Client unregisters his/her child 15 and more days before the commencement of the programme, the cancellation fee will be 50% of the full sum.

b) If Client unregisters his/her child 14 and less days before the commencement of the programme, the cancellation fee will be 100% of the full sum.

c) If Client unregisters his/her child and, at the same time, finds a substitute, no cancellation fee will be applied and the change will be charged by the sum of CZK 100.

## **5. Cancellation of the Stay by Owner**

a) Owner may cancel the contractual relationship with Client before the beginning of or during the programme if:

a.1) the child seriously disturbs the course of the programme, especially by serious breaching of the regime, a.2) the child does not meet health or physical or psychical requirements for participation on the camp, a.3) Client provides incorrect or incomplete details (e.g., when filling in the application)

a.4) Client fails to provide complete documentation at the beginning of the stay, i.e., clean bill of health and a copy of the child's health insurance card, a.5) unexpected circumstances occur without any fault of Owner that prevent the programme from being continued (i.e., due to „force majeure“).

b) If the stay is cancelled by Owner upon Article 5 items a.1) – a.5) Client shall pick up his/her child in the programme venue immediately at the Client's own expense.

## **6. Complaints regarding Services**

a) If the scope or quality of services within the stay does not correspond with the contractual terms or applicable regulations relating to the mass events for children, Client will be entitled to a complaint.

b) Client shall complain immediately, if appropriate, to enable prompt and efficient remedy during the programme. Complaints can be made electronically on

[dejvice.bambino@skolkabambino.cz](mailto:dejvice.bambino@skolkabambino.cz) or [vinohrady.bambino@skolkabambino.cz](mailto:vinohrady.bambino@skolkabambino.cz) (upon the venue of the chosen programme)

## **7. Other Provisions**

a) If any signs of acute illness of a child (including the occurrence of head louse or alive or dead nits) are found there at the commencement of the programme Owner will reserve the right to exclude such child from the stay until the child is fully recovered (or pediculosis is efficiently removed) without any possibility of applying any financial claims of Client.

b) Owner bears no liability for any loss or stealth of valuables brought by the child to the programme.

c) Client agrees that pictures or video records of his/her child can be used for promoting the programme. If Client does not agree therewith Client shall specify his/her disagreement in the application.

d) Client gives his/her consent with the provision of first aid to his/her child within the programme. If a child is injured or gets ill during the programme and Client or a contact person assigned by Client cannot be reached by phone or if the current condition of the child requires so Owner will be allowed by Client to provide the Client's child the basic medical treatment or call ambulance or transport the child to a doctor.

e) Client agrees that his/her child participates on the events and trips organized out of the area of Bambino kindergarten.

## **8. Final Provisions**

a) Client hereby declares that Client is authorized to act on behalf of the programme participant (child) on the grounds of being a legal representative of the child.

b) By sending the application (electronically) filled in a due manner and confirming the programme reservation by means of paying the full price of the programme, Client understands and agrees with the Contractual Terms.

c) Client agrees with using personal data regarding Client or his/her child in compliance with Act No. 101/2000 Coll. exclusively for the needs of the Owner's activities.

d) Owner undertakes to provide protection of personal data of Client or his/her child from unauthorized persons.

e) The present Contractual Terms are valid from 1 January 2017.