

Terms and Conditions

Terms of Sale and Use

This page (together with the documents referred to on it) tells you:

- the terms on which we sell and supply any events, classes, lectures and online courses ("Event") listed on our website <http://www.institutbk.cz> ("Website");
- the terms of use on which you may make use of the Website;
- the terms of purchasing, cancellation, code of conduct and others;

Information About Us

These terms and conditions of sale and use ("Terms") govern the legal relationship originating from purchase contracts between Palenčár & Partners Consulting s.r.o., Company ID No.: 04722671, Za Hládkovem 680/12, Střešovice, 169 00 Praha 6, registered in the Commercial Register maintained by the Prague Municipal Court, Section C, File No. 252221, representing Community Building Institute Czech Republic (the "CBI") and the Buyer (which includes both consumers and other customers).

For any questions, please contact us via email at info@institutbk.cz.

All contractual relationships are entered into pursuant to Czech law. If the Buyer is a consumer (i.e. any individual who, outside of his or her business activities or separate course of business, enters into a contract or has dealings with the entrepreneur), then the relations not specifically governed by these Terms are governed by the Civil Code (Act No. 89/2012 Coll.), and the Consumer Protection Act (Act No. 634/1992 Coll.). If the Buyer is not a consumer, then the legal relationship based on a contract outside of these Terms is governed by the Civil Code (Act No. 89/2012 Coll.).

All Events are subject to these Conditions. Events includes but is not limited to short and accommodated workshops, classes, lectures, talks and virtual (online) events organised, facilitated and delivered by CBI.

Please read Terms carefully before you purchase an Event or start to use our Website as they apply to each Buyer. By purchasing an Event and/or using our Website, you indicate that you accept the Terms and that you agree to abide by them. If you do not agree to the Terms, please refrain from purchasing any Events or using our Website.

In the Terms, "**we**", "**us**" and "**our**" means CBI.

You are reminded to follow all Event instructions carefully. The instructions will be communicated to you before and during the Event and are offered so that everyone can gain maximum enjoyment from the Event activities in a safe and sustainable manner. CBI is not liable if you or another participant does not adhere to the Event instructions for any reason.

Terms and Conditions

1. Acceptance

1.1 A booking or the acceptance of a quotation for an Event must be accompanied by sufficient information requested by CBI prior to Event commencement to enable CBI to organise, facilitate and deliver the Event for you. Completing an Event booking and either as requested by us:

- your execution of these Terms, shall constitute agreement and acceptance by you of these Terms; or

- your clicking “I have read and understand and agree with the Terms” on our website booking portal, shall constitute agreement and acceptance by you of these Terms.

1.2 A contract is only made between you and us upon your booking being confirmed and accepted by us and our confirmation thereof to you.

2 Reservation and Payment

2.1 On receipt of your deposit, subject to availability and at our discretion, CBI will reserve your place on your selected Event.

2.2 The deposit and Event Fee are payable to CBI as follows:

- For online Event bookings, the online payment portal will require payment of the deposit, or Event Fee in full, depending on your selected Event, electronically, at the time you make a booking online; or
- For non-online Event bookings, a tax invoice will be issued for the Event Fee, and payment of the deposit, or Event Fee in full, depending on your selected Event, is required by bank transfer or credit card as per the terms set out on the invoice.

2.3 Where a deposit is paid to secure your booking, the balance Event Fee is payable no later than 30 days prior to Event commencement. If payment isn't made by the due date, CBI may assume that you have cancelled and cancellation charges in accordance with clause 3 below will apply.

2.4 Event purchases made online will also be subject to and in accordance with the Terms at <https://www.institutbk.cz/terms-conditions/> . For Event purchases in person, or through a third party, you should retain a receipt as proof of purchase.

2.5 The Event Fees quoted are per person unless indicated otherwise. The Event Fees quoted are in Euros (EUR€) and include Czech Republic Value Added Tax (VAT).

2.6 Vouchers will not be accepted after expiration date. Vouchers are not redeemable for cash.

3 Your Cancellation

3.1 Notification of your cancellation of an Event must be made in writing. At the time we receive your cancellation the following cancellation fees, which are an estimate of the reasonable costs and expenses incurred by us to cancel your booking, will apply:

- If received more than 45 days prior to Event commencement – forfeiture of 10% of the Event Fee.
- If received 30-44 days prior to Event commencement – forfeiture of 50% of the Event Fee.
- No-show to 29 days prior to Event commencement – forfeiture of 100% of the Event Fee.

3.2 CBI considers a date or name change to be excluded from the cancellation and is possible to have a different person as a substitute participant to join the Event.

4 Insurance for Cancellation

4.1 We strongly recommend that you purchase travel cancellation and interruption insurance as protection against any circumstance which may result in you cancelling or leaving an Event before or whilst it is in progress. This insurance should include coverage for all circumstances that may result in a cancellation by you or us, as we are unable to waive cancellation fees for any reason.

5 Website Details

5.1 Where a CBI website contains particulars of our terms and conditions or policy about reservation procedures, bookings, cancellations, refunds of fees, activities and itineraries for the Events, then these conditions or policies form part of these Terms, and if there is any inconsistency then these Terms shall prevail to the extent of the inconsistency.

5.2 These Terms also be subject to and include our Privacy Policy at <https://www.institutbk.cz/privacy-policy/>

6 Non-Transferable Rights

6.1 You do not have the right to transfer your rights and obligations under these Terms. The Event Fee paid shall not be refundable or credited to another booking except as permitted in these Terms and CBI will not be liable to make any refund to you if you fail to arrive for the Event.

7 Our Changes and Cancellations

7.1 CBI will endeavour to follow the Event itinerary as described in the website for the specified Event, however you accept that CBI has the right to change the itinerary, the destinations, accommodation arrangements, or cancel the Event as a result of an Unexpected Event or prevailing inclement weather conditions. In this case we will give a refund of any monies paid to us less reasonable unrecoverable expenses incurred by us in respect of your booking.

‘Unexpected Event’ means any act, circumstance or event beyond the control of CBI caused or arising from but not limited to acts of God, public enemies, government restraint, riots, strikes, lockouts, labour troubles, epidemic, civil disturbances, perils of rivers or navigable waters, fuel shortages, collisions, stranding, fire, lightning, storm, cyclones, theft, battery or crime by any person, faults or errors of navigation, management of boats, planes, fault or neglect of pilots, crew, independent contractors or service providers.

7.2 If CBI cancels the Event for any other reason we will refund the Event Fee paid and if the departure of an Event is delayed or if the Event itinerary is shortened for any other reason CBI will refund part of the Event Fee paid on a pro rata basis in proportion to the time lost for the Event.

7.3 If an Event is fully postponed you will be offered either a full refund of the Event Fee or a credit to book into the Event at the postponed date. CBI is not responsible for the costs of any other travel arrangements affected due to our cancellations or rescheduling of any Event.

8 Event Details and Conditions

8.1 The Event itinerary information on our website is current to the best of our knowledge at the time you make an Event booking, but we cannot guarantee that any item or amenity mentioned will be available, especially where we have no direct control over third party service provider acts or omissions.

8.2 CBI will endeavour to fulfil any special meal requirements, however CBI cannot guarantee special meal requests nor will it assume any responsibility or liability if your special meal requests are not fulfilled.

9 Your Health and Responsibility

9.1 You accept you have a full understanding of the nature and character of the Event and the scope of the activities contemplated during the Event as set out on the CBI website for the specified Event, and you assure and undertake to CBI:

- a) that you understand that participation in this workshop requires participation in the whole process. And you confirm that your scheduling for the entire duration of the workshop has been clarified and that you can participate from start to finish.;
- b) that you have disclosed any physical, medical or other special needs requiring special attention (including the use of a wheelchair) or treatment at the time when the booking for the Event was made;
- c) that you understand the community education workshops are learning-oriented experiences and not therapeutic - however, they are often emotionally exhausting. If you are undergoing treatment and/or are in professional care, please consult before participating.
- d) that you understand the community education workshops are alcohol and drug free experiences. it is necessary that you are not exposed to any of these influences while attending the Event. CBI reserves the right to deny your participation in the Event for any of these reasons and will treat an exclusion from an Event in accordance with the cancellation policy at clause 3.
- e) that you understand that you will not be permitted to undertake the Event while your medical or physical condition is, in the opinion of any representative of CBI, such as to render you incapable of caring for yourself, or whereby you become objectionable to other participants, or become a threat to the health and safety of yourself or others. CBI reserves the right to decline a booking or deny your participation in the Event for any of these reasons and will treat a declined booking or exclusion from an Event in accordance with the cancellation policy at clause 3. CBI will not be responsible for expenses resulting if you are declined a booking, or prevented from undertaking or completing the Event;
- f) that you agree to absolute confidentiality that is required for participation. This level of respect for yourself and the other participants in the group helps to create a safe space in which to communicate what is heartfelt;
- g) that you agree to comply with the instructions and decisions of the appointed CBI Event representative that are given in order to ensure Event enjoyment for all participants in a safe and sustainable manner . If you do not so comply or comply with these Terms, we reserve the right to refuse to allow you to continue participating in the Event. We do not tolerate the possession of carriage of illegal or restricted substances (drugs). Furthermore, you agree that your fellow Event participants and any CBI representative has the right to work in a safe environment. Any threats to their safety, wellbeing or inappropriate behaviour by you, whether verbal or physical, will be taken extremely seriously and may result in the immediate termination of your participation in the Event. In either event you will be responsible for your own repatriation and related costs and have no claims against us;
- f) that you agree that our CBI representatives may take photographs and films of you while you are participating in an Event, only during breaks and non-process time, and that these may be used by us in any of our brochures, advertising or publicity material without obtaining any further consent or payment from you in respect of such photographs and/or films; and

10 Liability and Indemnity

10.1 CBI is not liable for any loss or damage however caused (including without limitation by the negligence of CBI), suffered by you in connection with these Terms or any Event.

10.2 Except as contemplated by clause 10.3, nothing in these Terms is intended to limit any of your rights under the Competition and Consumer Act 2010 (Cth).

10.3 If the Competition and Consumer Act 2010 (Cth) or any other legislation provides that there is a guarantee in relation to any goods or service supplied by CBI in connection with these Terms

or an Event, and CBI's liability for failing to comply with that guarantee cannot be excluded but may be limited, then clause (a) does not apply to that liability and instead CBI's liability for such failure is limited to (at CBI's election):

a) In the case of a supply of goods, CBI replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or

b) In the case of a supply of services, CBI supplying the services again or paying the cost of having the services supplied again.

10.4 In addition to 10.1, CBI is not liable to you under or in respect of these Terms or an Event whether in contract, tort (including negligence), statute, in equity, under a warranty or an indemnity or any other cause of action for any punitive, special, indirect or consequential losses or damage.

10.5 You release, discharge and indemnify CBI and each of its officers and employees from and against any third party claim, actions, damages and remedies which may be brought against or made upon or incurred by any of them in connection with a breach of these Terms.

11 Participant Baggage and Equipment

11.1 All items brought on an Event by you must remain in your possession and control during the Event. Baggage and equipment should be prominently marked with your name and address. CBI can make recommendations with respect to baggage and equipment.

11.2 You must not bring to the Event, in baggage or otherwise, any dangerous, illegal or inflammable substance including any prohibited or non-prescribed drug.

11.3 CBI is not responsible for money, jewelry, documents and any other valuables which you keep on you, in any rooms, or in your baggage and CBI strongly recommends that you obtain adequate insurance to cover any loss or damage in this respect.

11.4 In no event will CBI be responsible or liable to you for loss of baggage or personal effects.

12 Waiver and Release

12.1 CBI will not be liable to you for any injuries or damage which occur while you are participating in any activities during any Event. By utilizing any facilities and undertaking Event activities, participants agree to assume all risks associated with those activities as set out or provided in the Event instructions, and fully release and discharge CBI from any and all claims, demands, damages, causes of action, present or future, resulting from or arising out of the participant's use of or participation in those activities. The participant may be required to sign a release or waiver prior to undertaking any activities and CBI will be entitled to refuse to allow the participant to participate in those activities if the waiver or release is not signed by you prior to participation in those activities.

13 General

13.1 No right under these Terms is deemed to be waived except by notice in writing signed by each party.

13.2 These Terms are the entire agreement between you and us on the subject matter and supersedes any previous understanding or agreement on that subject matter.

13.4 If a provision (or part of a provision) of these Terms or the performance of, or compliance with, an obligation under these Terms is or becomes illegal or void or otherwise unenforceable, it is severable from these Terms and the remainder of these Terms will remain on foot.

14 Complaints

14.1 If you wish to complain about any CBI Event you MUST make contact with a CBI staff member at the earliest possible opportunity. Prior to the Event by email, during the Event by phone or in person. Thereby CBI has the greatest chance to rectify the problem and ensure you are satisfied.

15 Comments and Suggestions

15.1 CBI value the discussion and dialogue with their customers and community. We actively encourage you to make contact and share your ideas and suggestions.