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<u>Agreement concerning participation</u> in language training called INTERNATIONAL VILLAGE Project

Concluded on 03.02.2023 between:

EMPIRE PL, Struga street 16/9, 26-600 Radom represented by Roman Pajackovsky hereinafter "EMPIRE", and

Eva Jochecova, Sportovni gymnasium Ludvika Danka, Botanicka 70, 602 00 Brno, Czech Republic hereinafter "TEACHER", representing the persons declaring participation indicated in List of Participants.

This agreement relates to the language training called INTERNATIONAL VILLAGE Project, hereinafter "PROJECT", provided by the EMPIRE.

- EMPIRE will organize the INTERNATIONAL VILLAGE Project that will be held in DUGA UVALA hotel in Croatia from 07.05.2023 to 13.05.2023.
- The participation fee in the INTERNATIONAL VILLAGE Project covers products and services mentioned further in this agreement.
- The parties agree that the number of participants is the same as indicated in List of Participants on the day of conclusion of the agreement.
- 4. TEACHER is obliged to effectively inform EMPIRE about any changes in the number of participants. Failure to provide information about a change in the number of participants from that given in List of Participants will result in deletion from the list of participants, and the consequences arising therefrom will be borne by TEACHER.
- TEACHER is obliged to transfer 235 Euro/student in the total amount of 3.760 Euro until 24.02.2023 to the account nominated by the EMPIRE:
 - Bank's name and address: <u>ČSOB</u> 1.17 Sept. 13.17 B 98.18 B 1.18 B 1
 - IBAN code/account number
 - SWIFT/BIC:
 - Account holder's name: Roman Pajackovsky
 - Subject of the transfer: Teachers name & surname and date of participation
- 6. In case of cancellation of participation in the project, EMPIRE will refund payments after making deductions. The deductions will be made according to the following schedule:
 - refund of 100% of the advance payment in case of cancellation up to 90 days before the project's start.
 - deduction of 20% of the advance payment in case of cancellation 89 to 60 days before the project's start.
 - deduction of 50% of the advance payment in case of cancellation 59 to 30 days before the project's start.
 - deduction of 100% of the advance payment in case of cancellation 29 days or fewer before the project's start.
- 7. If the project is not completed through the fault of EMPIRE, TEACHER has the right to:
 - a. participate in another event of the same or higher standard offered by EMPIRE. If TEACHER agrees to take part in an event of a lower standard they will be reimbursed for the price difference.
 - b. require reimbursement for benefits not provided by EMPIRE.
- 8. EMPIRE does not bear the costs mentioned in point 7 if the project does not take place due to "force majeure" (unforeseeable circumstances and events or effects that the parties could not have anticipated or controlled) or if its conduct would endanger the life or health of participants.
- 9. EMPIRE has the right to cancel the project or interrupt it in case of "force majeure" (unforeseeable circumstances and events or effects that the parties could not have anticipated or controlled) but he is obliged to inform the Applicant of the cancellation. In this case, EMPIRE shall refund the money paid net of any costs incurred. A right to any compensation or interest does not apply to the TEACHER.
- 10. "Terms and Conditions of Participation" also relate to this agreement (Annex no. 1)

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V. Changing conditions:

- The ORGANIZER has the right to cancel the project (up to and including the beginning of the event) or interrupt it in case of "force majeure" (unforeseeable circumstances and events or effects that the parties could not have anticipated or controlled such as political or military action, decisions of the government or other institutions, travel restrictions, act of God, riots, earthquakes, hurricanes, flood, act of terrorism, energy blackouts, unexpected legislation, lockdowns, slowdowns and strikes etc.), but he is obliged to inform the Applicant of the cancellation. In this case, the ORGANIZER shall refund the money paid net of any costs incurred. A right to any compensation or interest does not apply to the Applicant or Participant.
- The ORGANIZER also reserves the right to cancel the project in the case of an insufficient number of Participants, not later than 3 days before
 the date of the start of the project. The ORGANIZER must inform the Applicant of this. In this case, neither the Participant nor the Applicant
 is entitled to compensation or interest. In such case the ORGANIZER will only return the advance money paid net of any costs incurred so far.

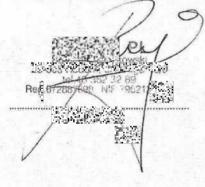
VI. Cancellation of participation:

- A Participant may cancel his/her participation in the project. The date of cancellation shall be:

 a) the date of submission in writing of notice to cancel participation in the project to the ORGANIZER's email address: office@internationalvillage.eu
 - b) following the date on which the participant does not perform acts covered by the Agreement,
 - c) the beginning of the project, if the Participant does not take part in it.
- In case of cancellation of participation in the project, the ORGANIZER will refund payments after making deductions. The deductions will be made according to the following schedule:
 - refund of 100% of the advance payment in case of cancellation up to 90 days before the day of the project's start.
 - deduction of 20% of the advance payment in case of cancellation 89 to 60 days before the day of the project's start.
 - deduction of 50% of the advance payment in case of cancellation 59 to 30 days before the day of the project's start.
 - deduction of 100% of the advance payment in case of cancellation 29 days or fewer before the day of the project's start.
- The ORGANIZER advises the Participant to insure against the cost of cancellation in the project.
- The ORGANIZER will not charge the Participant with the cancellation fees mentioned in point 2, if he/she substitutes a person fulfilling the
 conditions for participation in the project, and who will take over his/her obligations under the conditions of participation.

VII. Additional Information:

 The parties will seek to resolve any disputes that may occur in connection with the implementation of the Agreement by compromise. The highest court located in the country and city of the ORGANIZER's headquarters will settle any unresolvable disputes.





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Annex no.1 Terms and Conditions of participation in the INTERNATIONAL VILLAGE Project

I. General principles:

Conclusion of the agreement confirms the reservation of places in the INTERNATIONAL VILLAGE Project hereinafter "the PROJECT" and the
Participants' agreement to the Terms and Conditions of participation and the scope of benefits specified in the Agreement, the project's
program and detailed offer.

The Agreement should be signed on behalf of Participant in the project by an authorized person, i.e. the headmaster of the school or the teacher who will participate in the project with the group of students, hereinafter "TEACHER". If the Participants are minors, the Agreement

should be accompanied by the Statement by the Participant's parents or legal guardian.

3. TEACHER must immediately inform the company organizing the event hereinafter "the ORGANIZER" by sending email to: office@internationalvillage.eu about any change of personal or significant data related to the implementation of the Agreement (change in the number of participants, withdrawal or cancellation of participant(s) from taking part in the project, substitution of Participants involved in the project, etc.). Failure to provide information or providing it insufficiently in advance for the ORGANIZER to make appropriate changes relieves the ORGANIZER of any effects arising therefrom; further the TEACHER might be charged with additional costs.

II. Payment terms:

 TEACHER is required to make an advance payment on behalf of the Participants in the project in the amount of 235 Euro per person for to the account nominated by the ORGANIZER within the time specified by the ORGANIZER.

Failure by the TEACHER to meet their obligation to complete the payments will result in automatic termination of participation in the project.The ORGANIZER is not obliged to inform the TEACHER about this fact.

III. Implementation of Agreement:

- The ORGANIZER is responsible for carrying out the project in accordance with the program and for the project meeting reasonable
 expectations of quality. Any potential complaints about the program or the quality of benefits must be submitted in writing to the
 ORGANIZER within 10 days from the end of the event. The ORGANIZER is obliged to reply by registered mail in a period not longer than 30
 days.
- The implementation of the project means organizing activities under the points contained in the program. The ORGANIZER has the right to change the project's schedule if its implementation is impossible due to reasons beyond the ORGANIZER'S control.
- The ORGANIZER is obliged to repay to the party all or part of their contributions and to pay other legitimate claims within 30 days from the
 date of the resignation of the Participant, or from the date of the complaint.
- These Terms and Conditions of participation, the offer on the website and signed Statements of Participants' parents or legal guardian make integral parts of the Agreement.

IV. Participation of minors:

- Minors are involved in the project with their parents' consent which is confirmed with the completed and signed Statement that is an
 integral part of the Agreement. The Participant's parents/guardian are financially responsible for any damage caused by their child, and for
 this purpose shall assume full civil liability. The ORGANIZER bears no responsibility for the money, valuables or any property left, lost or
 stolen during the project or in transport.
- A Participant in the project who is under the age of majority is obliged to comply with all regulations in force during the project and the staff's, manager's, tutors' and instructors' directions. Possession and consumption of tobacco, alcohol or drugs is strictly prohibited. Any Participant suspected of consuming alcohol or drug use may be subjected to a breathalyzer test or drug test.
- Any Participant impeding the implementation of the project or drastically violating the rules of the project may be removed from the project
 and sent home at the expense of their parents or legal guardian. In this case, the ORGANIZER does not give the money back for unused days
 of the project
- 4. The Participant is responsible for the damage for which they are at fault during the project and is required either to repair it in the manner prescribed by the law appropriate to the place of stay or to reimburse the costs of repairs at his own expense. Parents are responsible for damage caused by minors.
- The project is designed for minors by definition and Participants aged over 18 must comply with the same rules and regulations as Participants who are minors.

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- 11. The parties will seek to resolve any disputes that may occur in connection with the implementation of the Agreement by compromise. The highest court located in the country and city of EMPIRE's headquarters will settle any unresolvable disputes.
- 12. This agreement is made in English in duplicate with one copy for each party.

Benefits included in the participation fee:

- 1. 6 nights in DUGA UVALA hotel in Croatia.
- 2. 6 breakfasts, 4 lunches and 6 dinners.
- 3. 8 language lessons (morning activities).
- 4. 20 language workshops (afternoon and evening activities).
- 5. Coordinator's care during project.
- 6. Other activities and events included in the Project's itinerary conducted on the premises of the hotel.
- 7. Board and lodging for teacher(s). (7-15 students = 1 teacher, 16-35 students = 2 teachers)
- 8. Access to indoor swimming pool in the hotel.

The participation fee excludes:

- 1. Entrance tickets to local attractions and local guides.
- 2. Transport to and from the hotel.
- 3. Insurance for participants, teachers and drivers.
- 4. Board and lodging for driver(s).
- 5. Transport for trips conducted during the project.

Spor Brno, Botanická 70 nřísněvková organizace

Annexes*