

**AGREEMENT ON EDUCATION IN PRIMARY SCHOOL**  
**concluded within the meaning of Act No 89/2012, the Civil Code,**  
**non-regulated agreement pursuant to Section 1746(2)**

**Article 1**  
**Parties**

.....  
*hereinafter the "School"*

and

name and surname of the legal representative: .....  
.....

Date of birth: .....

ID Card No: ..... valid until: .....

permanent residence:

.....  
.....

contact address (if different from permanent residence)

.....

contact email: ..... contact phone: .....

.....

as legal representatives of the minor

name: ..... date of birth:.....  
*hereinafter the "legal representatives and the child")*

**Article 2**

**Introductory provisions**

2.1 The School is the founder of primary school, school facility and pre-school facility based on the decision of the Ministry of Education, Youth and Sports of the Czech Republic No

.....

2.2 Legal representatives declare that they are entitled to act and perform juridical acts in the interest and for the benefit of the minor (minors).

**Article 3**

## Scope of the Agreement

3.1 The School shall, in accordance with this Agreement and with the applicable laws, provide for teaching and in cooperation with legal representatives to participate in the education and training of the pupil in the spirit of generally applicable moral principles, taking into account the importance of teaching at primary school for the further life of the pupil. +As part of its educational activities, the School will take into account the instructions of the Ministry of Education, Youth and Sports of the Czech Republic and the Regional Authority of .....

.....  
3.2 The legal representatives declare that they have become familiar with the school environment and undertake to pay properly the school fees and other make other payments to which they will undertake (see Articles 5 and 6) under the terms of this Agreement. The legal representatives also declare that they have been informed about and acquainted with the School Regulations, its publication and content, as well as other internal regulations of the school, which are hereby binding for the Parties to this Agreement.

### Article 4

#### School attendance

4.1 School attendance means the full participation of a pupil in the teaching programme within the meaning of the binding primary school curriculum. The school guarantees that the attained education will be at least comparable to education that can be achieved in state primary schools.

4.2 The school attendance is regulated by the School Regulations. It can be supplemented and adjusted according to the current needs of the school, the urgency of the interests and instructions of the company's executive and the school headteacher. The legal representatives are required to respect such instructions. The pupil also follows the instructions given to him in his interest by the school, through teachers and other representatives of the school.

4.3 The pupil is obliged to attend the school on the premises which the school uses in its activities. Responsibility for this obligation lies with the legal representatives. The school bears responsibility for the pupil who is in the classroom as part of education or in the context of school attendance (such as a school club, hobby clubs, etc.) on the premises used by the school in its activities, until the pupil has to leave the premises in accordance with School Regulations or until the pupil is taken over by his legal representatives or when he has left these premises (primary school pupil) arbitrarily.

### Article 5

#### School fees

5.1 The school fee is governed by the agreed payment schedule and is CK ..... per year of school attendance. The amount of the school fee is fixed at the same amount for a period of three years of school attendance, from the date of signing the Agreement for the current school year. In the following years, this amount may be increased, in accordance with the law, up to the level of inflation. If discount for another child visiting our facility is claimed, follow the valid price list published at [www.....cz](http://www.....cz). The legal representatives are obliged to pay each payment by the due date of the individual payment (see the payment schedule) by a wire transfer to account No ..... with the following **fixed variable symbol for each individual pupil: .....** **Payments can be divided into 10 or 12 instalments.**

5.2 The school fee will be paid by legal representatives no later than the on the 15th day of the month for the next month for which the payment is made. **The first instalment of the school fee will take place no later than on ..... for the month of .....** The payment of the school fee means

its amount being credited to the bank account of the school. Any further changes in the Agreement shall be made by amendments.

5.3 The school fees will be used primarily to cover the effective costs of teaching and education of the pupil in primary school and school club, the purchase of textbooks and teaching aids, insurance, as well as other expenses connected with the proper and effective operation of the school. The school fees do not cover expenses related to meals, hobby clubs, school courses, participation in the outdoor schooling, etc.

5.4 There is no eligibility to the refund of school fees or their part for the current school year if the pupil's participation in school attendance or teaching at school has been terminated for reasons other than those exclusively attributable to the school. The school fees may be waived in exceptional cases by the decision of the executive and headteacher of the school at the written request of the legal representative.

5.5 Upon the execution of this Agreement, legal representatives become obliged to pay school fees and the school becomes obliged to act in accordance with Article 3 of this Agreement. In the event of the failure to properly pay any of the instalments of the school fees, the pupil will not be able to take part in events organized by the school, but will be provided with a limited amount of substitute schooling. In the case of a repeated breach of the obligation to pay school fees, the school is entitled to require the legal representatives to pay a deposit of up to 12 times the monthly payment for the pupil on the basis of the notice setting the amount sent to the legal representatives; the school may use the deposit to cover school fees that are in default. The legal representative is obliged to always top up the deposit to the required amount upon the school's request. The deposit does not accrue any interest and may be refunded only upon termination of the Agreement or upon the decision of the School to cancel it.

5.6 In the event of a delay in paying the school fees or meal fees, the school becomes entitled by law to default interest of 0.05% for each day of delay commencing on the first day of the month following the due date of the relevant school fee invoice.

## **Article 6**

### **Rights and obligations of the Parties**

6.1 The school is obliged to provide the pupil with meals in compliance with hygienic conditions.

6.2 The legal representatives are obliged to pay the full amount of the meal fees for the pupil by the 10th day of the following calendar month. The payment of the meal fee is made by a direct debit from the bank account and the legal representatives undertake to provide cooperation by setting it up.

6.3. In case of delay with school or meal fees, the school is obliged to send reminders according to the following conditions:

1st reminder by e-mail after 4 calendar days from the due date to the contact e-mail of the legal representative

referred to in Article 1 – not charged;

2nd reminder by e-mail after another 4 calendar days from the due date to the contact e-mail of the legal representative

referred to in Article 1 – not charged;

3rd reminder – e-mail, telephone contact, final demand.

The legal representatives must pay the fees for the 3rd reminder and any additional penalties (according to the current price list), such as late payment interest, immediately after the receipt of the invoices. These penalty invoices will be sent electronically to the e-mail in Article 1 of this

Agreement. In the case of the failure to properly pay meal fees following the reminders, the pupil will not be able to get school meals.

6.5 The pupils or their legal representatives register and deregister for meals no later than on the day of absence of the pupil **until 4pm of the previous day**, by means of the generated login and password.

6.6 Legal representatives are obliged to immediately notify the primary school of any changes in the health condition of the pupil as well as other facts that affect the activities of the school under this Agreement. The school shall not be liable for any damage, in particular for the damage to health suffered by the pupil in the course of the school's activities if the school has not been informed of such a change by the legal representatives in a timely manner.

6.7 Absence of the pupil from classes or school program, excusing the pupil from participating in them for any reason, is governed by the School Regulations.

6.8 If the pupil of primary school transfers to another school and this school requires classification by a grade, ..... it will do so on the basis of Section 10(2) of Act No 291/1991.

6.9 According to the opinion of Unit 14 No 27 328/2004-14 on issues related to mobile phones or other telecommunication devices, these may be used for calling, sending text messages etc. only during breaks and not during classes. The school is liable for a mobile phone lost on school premises during classes only if the phone had been placed at the designated location, that is, in the school office. For more information about using mobile phones, see the school's School Regulations.

6.10 In the event of a change in the data specified in Article 1 of this Agreement, both Parties are required to inform the other Party thereof within 10 days.

6.11. Legal representatives are obliged to provide for adequate equipment for the pupil required for school attendance, in agreement with the school.

## **Article 7**

### **Final provisions**

7.1 This Agreement is drawn up in two counterparts, each of which contains one sheet with text on both sides and one sheet with text on one side only. Each of the Parties shall receive one counterpart.

7.2 The Agreement is concluded for a fixed term, namely the duration of the pupil's participation in the educational process in accordance with the law. In the case of repeated breaches of Agreement or internal regulations or rules of the school by the pupil, the school may terminate this Agreement, with the notice period being 2 days from the delivery of the notice of termination. In the event of failure to deliver the notice, the delivery is presumed to have been delivered on the second day after it was demonstrably sent. In the case of the termination of the Agreement during the calendar month, legal representatives are not entitled to a refund of the school fee for the unused part of the calendar month in which the notice of termination was delivered. The legal representative has the right to terminate the Agreement always at the end of the school year, i.e. as of 31 August. For this period he is obliged to pay the school fees.

7.3. Data on pupils and their legal guardians as referred to in Article 1 must be verified by a school employee. The note on data verification is at the end of this Agreement.

7.4. All disputes arising out of and in connection with this Agreement will be finally settled by the Arbitration Court attached to the Czech Chamber of Commerce and Agricultural Chamber of the Czech Republic according to its Procedure Code and Rules by one arbitrator appointed by the President of the Arbitration Court or a lawyer.

7.5 All payments related to the recovery of school and meal fees are to be paid by the legal representatives. The parties agree that the school is entitled to disclose information about the persons and the amount of claims and arrears under this Agreement.

7.6. The Parties give the school their consent to the processing and use of their personal data, as well as the publication of photographs from the school's events and activities in the context of the promotion and presentation of the School's activities. The administrator declares that such personal data is processed pursuant to Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data. For more information, see .....

7.7. The Parties agree that each consignment delivered to one of the legal representatives shall be deemed to have been served; the person may be chosen at the discretion of the school. Consignments will be sent to the address given in the header of this Agreement or to the address notified by the legal representative to the school by registered letter, or personally to a school representative.

7.7 The Parties confirm that they have concluded this Agreement having full legal capacity and that they have read it before signing and found it correct.

In ....., on .....

executive and headteacher

.....  
legal representative

The data of the child and his/her legal representative under Article 1 was verified by

.....

On .....

.....

Signature