

Business Terms and Conditions

Article I – Introductory provisions

1. These Business Terms and Conditions are issued by Tomas Bata University in Zlín, public higher education institution established in compliance with Act No. 404/2000 Coll., on the Establishment of Tomas Bata University in Zlín, residing at: nám. T. G. Masaryka 5555, 760 01 Zlín, identification number: 70883521, tax identification number: CZ70883521 (hereinafter referred to as “TBU”), for the purpose of regulating rights and responsibilities of TBU and applicants for study at TBU (hereinafter referred to as “Client”), in connection with the submission of electronic applications for study and related fees for actions related to examination of secondary school education and university education acquired abroad for the purpose of admission procedure carried out at TBU or to recognition of secondary school or university education and qualifications acquired abroad in accordance with relevant Rector’s directives and with relevant provisions of Act No. 111/1998 Coll., Higher Education Act, as amended.
2. These Business Terms and Conditions form an integral part of the electronic application for study, if the fees are covered by means of a payment card.
3. These Business Terms and Conditions specify the rights and responsibilities of TBU and of third persons as Clients regarding the payment of fees for actions related to examination of secondary school and university education acquired abroad for the purpose of admission procedure carried out at TBU or to recognition of secondary school education and university education and qualifications acquired abroad. In accordance with Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “Civil Code”), these Business Terms and Conditions shall apply to a relation not specified in writing between the parties.

Article II – Subject of performance

1. The subject of performance refers to the payment of the fee for examination of secondary school education and university education acquired abroad for the purpose of admission procedure carried out at TBU or for the recognition of secondary school education and university education and qualifications acquired abroad, and that through the website apply.utb.cz.

Article III – Fees for actions related to examination of secondary school and university education acquired abroad for the purpose of admission procedure carried out at TBU or to recognition of secondary school education and university education and qualifications acquired abroad – terms of payment

1. Information regarding the particular amount of the fee for actions related to examination of secondary school education and university education acquired abroad for the purpose of admission procedure carried out at TBU or to the recognition of secondary school education

and university education and qualifications acquired abroad for particular periods is specified in the Rector's directives currently in force and posted on the electronic official board of TBU at: <https://www.utb.cz/univerzita/uredni-deska/vnitri-normy-a-predpisy/smernice-rektora/>.

2. The total amount of fees has to be paid by the Client as a single payment.

3. The Client is entitled to select the mode of payment – by online payment card or by bank transfer. TBU accepts online payments by the following payment card types: VISA, VISA electron, MasterCard, Maestro and Diners Club International. Fees for transactions made by Clients' payment cards shall be covered by TBU. The fee is deemed settled once the payment has been credited to the bank account of the Seller, i.e. of TBU.

4. Payments by payment cards are connected to the payment gateway run by the GPwebPay company, which provides secured technology used for the acceptance of payment cards and online bank transfers. Numbers of payment cards, credit cards and passwords used for the electronic banking shall be entered by the Client through a secured and trustworthy channel provided by the Global Payment company.

Article IV – Complaint about services

1. Email address: reklamace@utb.cz has been set up to which Clients may report complaints regarding payments made in error and technical problems with payments. Complaints regarding the fees for actions related to examination of secondary school and university education acquired abroad for the purpose of admission procedure carried out at TBU or to recognition of secondary school education and university education and qualifications acquired abroad shall be sent to the following email address: degree-studies@utb.cz.

2. In the event that a Client is not content with the manner in which the complaint has been settled, he/she can contact the Vice-Rector for Internationalization.

Article V – Personal data protection

1. TBU undertakes to fully respect the confidential nature of personal and company data of the Client, which are secured against unauthorized access and protected against misuse. The data entered by the Client into the apply.utb.cz system are indispensable for the identification of the Client. The data are used for the implementation of the payment of the fee for actions related to examination of secondary school education and university education acquired abroad for the purpose of admission procedure carried out at TBU or to recognition of secondary school education and university education and qualifications acquired abroad, including the necessary accounting operations, identification of cashless payments and for communication with the Client. The above-mentioned data relating to the Clients are stored in accordance with valid laws of the Czech Republic, particularly with Act No. 111/1998 Coll., Higher Education Act, as amended, and with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended. By the submission of the electronic application for study, the Client expresses his/her consent to the processing and collection of his/her personal data in the database of TBU, and that until the Client expresses his/her disapproval of the above-mentioned processing in writing.

2. Detailed personal data as well as data regarding submitted electronic applications are stored in a database strictly secured against misuse and are provided to third parties only if required

by the legislation of the Czech Republic. The Client is authorized to access his/her personal data, he/she has a right to correct the data and other legal rights over these data. Personal data may be erased from the database following a written request submitted by the Client.

Article VI – Final provisions

1. The contractual relation between TBU as a Provider and third parties as Clients shall adhere to the content of the electronic application for study. Issues not explicitly specified in the above-mentioned documents shall be governed by the Czech legal system.
2. These Business Terms and Conditions shall come into effect on 15 May 2020.
3. TBU reserves the right to make alterations to these Business Terms and Conditions. Each updated version of the Business Terms and Conditions is marked with the date on which it comes into effect and shall be posted on the TBU website. Applicants for study shall refer to apply.utb.cz.
4. Should any of the provisions of the Business Terms and Conditions cease to be valid, the remaining provisions shall remain unaffected and continue to be valid; the purpose and objective of the corresponding provisions of valid Czech legal regulations shall be applied to close the resulting gap.