

Terms and Conditions

1. Subject of the Contract

1. MKMs s.r.o. with its registered office at Galvaniho 12, 821 04 Bratislava, Slovakia, ID: 46 072 004 ("MKMs") will provide to the Client, based on a completed and delivered registration form ("Application"), a training and/or a course of training specified in the Application ("Course").
2. The Course will take place at MKMs premises at the following address: Galvaniho 6, 821 04 Bratislava, Slovakia or any other place specified by MKMs ("Venue"). The Client will be informed about the dates and Venue of all Courses in advance.
3. These Terms and Conditions, together with the Application, constitute the Contract for Provision of Service ("Contract").
4. In organizing and providing of the Course, MKMs will not be carrying out an audit or other assurance engagement in accordance with applicable professional standards, or providing any legal or tax advice.

2. Payment Terms

1. Registration for the Training has a binding effect for a period of 12 months.
2. An invoice will be sent to the Client by post or electronically to the address shown on the Application. The Client is required to pay the invoiced amount ("Fee") within 14 days after the date of invoice.

3. Cancellation and Termination of the Course and Changes in Attendance

1. Cancellation of attendance by Client
 - Any cancellation of attendance by the Client must be in writing or sent by e-mail to MKMs. If attendance is cancelled at least 14 (fourteen) working days prior to the commencement of the Course, cancellation is free of charge and MKMs will not issue an invoice.
 - If cancellation is made at least 7 (seven) working days prior to the date of the Training date, MKMs may issue an invoice amounting to 20% of the total Fee.
 - The date of cancellation will be the date of delivery of the Client's written notification on cancellation from the Course to MKMs. In other circumstances, MKMs may issue an invoice for the full Fee and the Client commits himself to pay it.
 - In case of non-attendance, the Client is not entitled to any refund.
2. Cancellation of the Course by MKMs
 - In case of cancellation of the Course by MKMs, the Client must be reimbursed for the Fee already paid.
3. Alterations in attendance by the Client
 - The Client may, at any time prior to the commencement of the Course, replace the enrolled individual by another one, with no effect on the Fee.
4. Alterations in the content of the Course
 - MKMs can modify the content of the Course provided this will not affect its general purpose. The Client shall be informed about modification of the content of the Course in time.

4. Intellectual Property

1. The Client may be provided with various information, handouts and other study material.
2. The Client is entitled to use all handouts and other study material received in any form before or during the Course solely for his/her personal and/or internal purposes.
3. MKMs shall remain the owner of any subjects of intellectual property rights provided to the Client. The Client may not, for any reason, distribute any handouts and/or study material to any third party, make platform of MKMs available to third parties or refer to the content of materials or the Course or to the findings arising from the materials or the Course.
4. The Client cannot make any audio or video recordings of the Course, except for those approved by MKMs.

5. Limitation of Liability

1. MKMs accepts no liability to anyone, other than the Client, in connection with the Course and services provided under the Contract.
2. The Client agrees to reimburse MKMs for any costs (including legal costs) that MKMs shall incur in connection with any claim raised by any third party against MKMs in relation to the Course or services provided under the Contract. The Client agrees to bring any claim in connection with the Course and services provided under the Contract only against MKMs, and not against any individual, however described.
3. It is agreed that our Fee has been determined in consideration of, and reflect the limitation of MKMs liability for damage, to the extent permitted by law, to maximum amount of twice the Fee already paid for the Course in favour of MKMs. MKMs will not be liable for loss of profit, goodwill, business opportunity, anticipated savings or benefits or indirect or consequential loss caused by negligence or breach of the Contract.

6. Data Protection

1. MKMs processes personal data of Clients and potential clients as a data controller in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural person with regard to the processing of personal data and on the free movement of such data. Act no. 18/2018 Coll. on the protection of personal data. More information about the processing of personal data is available on the main page of the course.
2. Data controller and contact information:

MKMs s.r.o., Galvaniho 12, 821 04 Bratislava
Email: mkms@mkms.sk
Phone: 00421 2 5935 3111

7. Termination of the Contract

1. The Contract may be terminated by agreement between the Client and MKMs. In such a case, termination will take effect as of the date the period specified in the termination agreement has lapsed.
2. MKMs may withdraw from the Contract if the Client is in a material breach of the Contract. Withdrawal from the Contract is effective from the date of delivery of a written notice by MKMs of withdrawal from the Contract to the Client. Material breach of the Contract by the

Client means any breach of any of the provisions therein. In such circumstances, the Client is not entitled to any refund of the Fee already paid.

8. Miscellaneous

1. Clients attending any of the Courses are required to provide identification and/or to sign in at the reception desk. Failure to provide identification and/or to sign in may result in refusal of access to the Venue.
2. By entering the MKMs premises, the Client undertakes to comply with all laws on security, health protection, and fire protection as well as with any other generally binding laws of the Slovak Republic. The Client hereby declares that in case the Client is granted an entry card to the MKMs premises, the Client undertakes to return it in same condition as it was in upon its retrieving. Should the Client fail to do so, the Client undertakes to pay a contractual penalty of EUR 30, VAT not included.
3. The Client agrees that MKMs may perform services for the Client's competitors or other parties whose interests may conflict with the Client's, as long as MKMs does not disclose your confidential information of the Client and MKMs complies with its ethical obligations.
4. Relations between MKMs and the Client under this Contract will be governed by Slovak law.
5. The Client may not assign its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of MKMs.
6. None of the above limitations will affect the rights set out in Sections 52 - 54a of the Act No. 40/1964 Coll. Civil Code as amended, if applicable to the Client as a consumer.
7. In case of any discrepancy between these Terms and Conditions and the Application, the provisions of these Terms and Conditions shall prevail.