**General Terms and Conditions**

**A. GENERAL PART**

1. **Introductory provisions**
2. These General Terms and Conditions (hereinafter referred to as the „**GTC**”) govern the legal relationship between a natural person engaged in business Markéta Krkošková, identification number 09044868, with its registered seat at Na Závodí 803, 739 25 Sviadnov, Czech Republic (hereinafter referred to as the „**Seller**“), and Seller's customer arising out of the purchase contracts or the contracts on the provision of services (together or individually as the “**Contract**”) concluded between the Seller and his customers. These GTC form an integral part of the Contract.
3. Seller’s Customer is the Purchaser. Due to the applicable legal regulations, the buyer who is the consumer and the buyer who is the entrepreneur must be distinguished.
4. A purchaser who is a consumer is also referred to as "**Consumer"** for the purposes of these GTC. A consumer is an individual who, outside his trade, business or profession, enters into a contract or has other dealings with an entrepreneur.
5. A purchaser who is not a Consumer is an "**Entrepreneur**". Any person who enters into contracts related to his own commercial, production or similar activities, or within his trade, business or profession, or a person acting in the name or on the account of an entrepreneur is considered to be an entrepreneur.
6. By placing an order, the Purchaser declares that he/she has become familiar with these GTC, agrees to them and undertakes to fully abide by them. These GTC are in accordance with the Act No. 89/2012 Coll., Civil Code, as amended (the „**Civil Code**“), Act No. 634/1992 Coll., on Consumer Protection (the „**Consumer Protection Act**“) and Act. No. 112/2016 Coll, on Registration of Sales (the „**Registration of Sales Act**“).
7. All contractual relationships are concluded in accordance with the laws of the Czech Republic. If the Purchaser is a Consumer, relations not covered by these GTC are governed in particular by the Civil Code and the Consumer Protection Act. If the Purchaser is an Entrepreneur, relations not covered by these GTC are governed in particular by the Civil Code.
8. The Purchaser declares and guarantees to the Seller that: (i) he/she has a full legal capacity, or he/she is represented by a legal representative, (ii) if he/she is under the age of 18, he/she will not place an order for goods or services, where the legal condition of their purchase and/or taking is a minimum age of 18 years, (iii) all data provided to the Seller are true, complete, accurate, and correct, (iv) by paying the price of the goods or services he/she does not circumvent or infringe the rights of third parties, (v) he/she is entitled to use financial sources used for the payment.
9. **The offer of goods and services**
10. The subject of the Contract is the goods and/or services specified in the Purchaser's order. The offer of the Seller's goods and/or services, including the price and related fees, is available on the https://nicola.salon Website (the "**Seller’s website**").
11. Information on the current offer can be sent directly to the existing and future customers by the Seller by the means of distance communication. Offers included in promotional materials are limited in time.
12. The Seller reserves the right to change the offer or the price of the goods and/or services at any time. The offer of goods is valid only until stocks are exhausted. The offer of services is always limited by the Seller's capacity options.
13. In case of a special promotion, the Seller reserves the right to restrict the quantity of the goods and/or services one individual can purchase. The Seller will inform the Purchaser about this restriction in the offer.
14. **Order and conclusion of the Contract**
15. An order can be placed by filling and submitting an electronic order form on the Seller’s website.
16. Only an order which contains the following mandatory particulars shall be considered valid: the specification and quantity of the ordered goods and/or services, the name and surname of the Purchaser (corporate name), the address (address of the registered office), telephone number, email address, or as the case may be fax, and consent to these GTC, Complaint Procedure and Privacy Policy.
17. Prior to submitting an order, the Purchaser is allowed to review and modify the data he/she has entered into the order, with regard to Purchaser’s ability to find and correct the errors that occurred when entering the data into the order.
18. An order of goods and/or services by the Purchaser is, within the meaning of Article 1740(1) of the Civil Code, an acceptance of an offer to conclude the relevant Contract regarding the goods and/or services specified in the order. The Contract is concluded upon the delivery of a valid order to the Seller. The Seller is obliged to confirm the receipt of the order to the Purchaser via any means of distance communication in the shortest possible time.
19. The Seller reserves the right to refuse or to suspend the execution of the order in the following cases:
20. the particulars given in the order are incorrect, incomplete or fictitious;
21. the Purchaser has previously breached his obligation against the Seller and did not pay the delivered goods to the Seller or did not return them within the specified period;
22. the stock of ordered goods has been exhausted or it is no longer possible to provide the ordered services for capacity reasons.
23. If the Purchaser does not exercise his right to withdraw from the Contract within the stipulated time, he/she is obliged to accept the ordered goods.
24. The costs of the use of the means of distance communication spent in connection with the ordering of goods are governed by a contract between the Purchaser and his provider.
25. **Purchase price, payment terms. Reservation of the right of ownership.**
26. The purchase price, including VAT, is usually given in Czech crowns in the description of the goods and/or services in the Seller's offer and the Purchaser expresses his consent to the price by placing an order. The postage and packaging costs are priced separately, and they are not included in the purchase price. The postage and packing prices are always stated in the offer or in the order process.
27. The purchase price is paid via the Gopay payment gateway in one of the following ways, upon the Purchasers choice:
28. bank transfer to the Seller's bank account based on the details given in the confirmation of the order;
29. payment via online banking;
30. online card payment;
31. payment via PayPal;
32. payment in cryptocurrency Bitcoin.
33. If the Purchaser is for any reason entitled to a refund of the purchase price for the purchased goods or services, the purchase price shall be refunded only in the currency indicated on the particular invoice (usually in Czech crowns), only in the amount stated on the invoice. If the purchase price was paid in the cryptocurrency Bitcoin, the Purchaser shall be refunded the equivalent amount of the purchase price in Czech crowns at the amount determined by the value of the cryptocurrency Bitcoin on the day of payment of the purchase price by the Purchaser. The current value of the cryptocurrency Bitcoin in Czech crowns is determined by the COINMATE exchange operating at <https://coinmate.io/home>.
34. The cashless payment is considered to be completed once the amount has been credited to the Seller’s bank account together with a proper payment identification, so the payment can be unambiguously assigned to the order concerned.
35. Regardless of the transfer of goods, the Purchaser acquires the proprietary right to the ordered goods upon the payment of the full purchase price, including any postage and packaging costs. Until the full payment of the purchase price, the goods are in the ownership of the Seller.
36. Under the Registration of Sales Act, the Seller is required to issue a receipt to the Purchaser. At the same time, the Seller is required to register the received revenue with the tax administration online; in the event of a technical failure within 48 hours at the latest.
37. The Seller is obliged to issue a tax document without undue delay after the price of the goods and/or services has been paid in one of the ways described above. The Seller shall either send the tax document to the Purchaser’s e-mail address or make it available to download it from the Purchaser’s profile on the Seller's website. Together with the tax document, the Seller shall deliver to the Purchaser a receipt issued in accordance with the Registration of Sales Act, which shall be available together with the respective order.
38. **Delivery terms of goods and services**
39. The Purchaser is entitled to choose the mode of supply adjusted to the type of ordered goods and services from the current options offered by the Seller, that is:
40. personal pickup at one of the places specified by the Seller in the current offer;
41. delivery of the goods to the delivery address within the European Union specified by the Purchaser in the order; the Purchaser chooses the carrier and specific type of delivery;
42. immediately by sending a QR code to the Purchaser's email address
43. combination of options referred to in points a) and c), i.e. sending a QR code to the Purchaser's email address and subsequent personal pickup of the goods or services upon the submission and verification of the QR code.
44. Generally, the ordered goods shall be ready for personal pickup or shall be dispatched in the time specified in the offer on the Seller’s website. The Seller shall inform the Purchaser without undue delay that the goods are ready for personal pickup.
45. Risk of damage to the goods shall be transferred to the carrier upon the handover of the goods. The carrier is liable for any loss or damage to goods that occurs during transportation. Upon the receipt of the goods, the Purchaser is obliged to examine the parcel thoroughly. In case of any damage that occurred during transportation, the Purchaser shall complain immediately to the carrier, or as the case may be, the Purchaser shall follow the carrier’s complaints procedure.
46. The delay in a delivery of a shipment dispatched on time caused by any reason shall not entitle the Purchaser to refuse the delivery or to claim damages or discount for the failure to deliver the goods in time. The Seller shall ensure the appropriate packaging of the goods in order to deliver them in the best possible condition. The postage and packaging costs charged by the Seller represent only part of the costs spent for this purpose.
47. In case the goods must be delivered repeatedly or by a different mode of transport than the one stipulated in the order due to the Purchasers fault, the Purchaser shall bear the costs arising from the repeated delivery or the costs connected with the different mode of transport.
48. **Withdrawal from the Contract and return of goods**
49. The provisions of this Article VI. shall apply only to the Purchaser who is a Customer.
50. The Purchaser is fully aware that in accordance with Article 1837 of Civil Code, it is not possible to withdraw from a contract:
51. for the provision of services if they were performed with his prior express consent before the end of the time limit for withdrawal and the entrepreneur informed the consumer before concluding the contract that he/she shall thereby lose the right of withdrawal;
52. for the supply of goods or a service whose price depends on the fluctuations of the financial market which are beyond the control of the entrepreneur and which may occur during the time limit for withdrawal;
53. for the supply of alcoholic beverages which can only be supplied after thirty days and whose price depends on the fluctuations of the financial market which are beyond the control of the entrepreneur;
54. for the supply of goods which were customised or personalised;
55. for the supply of goods subject to rapid decay, as well as goods which were irreversibly mixed with other goods after supply;
56. for repair or maintenance work carried out at the place designated by the consumer at his request; however, this does not apply in the case of subsequent unsolicited repairs or supply of unsolicited spare parts;
57. for the supply of sealed goods which were unsealed after supply by the consumer and which are not suitable for return due to hygiene reason;
58. for the supply of audio or video recordings or computer software whose original seal was unsealed after supply;
59. for the supply of newspapers, periodicals or magazines;
60. for accommodation, **transport, catering or leisure activities where the entrepreneur provides the performances at a specific date;**
61. concluded at a public auction in accordance with the statute governing public auctions, or
62. for the supply of digital content which is not supplied on a tangible medium if it was supplied with the prior express consent of the consumer before the time limit for withdrawal and the entrepreneur informed the consumer before concluding the contract that he/she shall thereby lose his right of withdrawal.

The information that it is not possible to withdraw from the Contact together with any special conditions of a cancellation or annulment in accordance with Article XVII shall always be included in the offer of goods or services on the Seller’s website.

1. The Customer shall be entitled to withdraw from the Contract without justification within 14 days from the receipt of goods by the unilateral juridical act (e.g. by a letter sent by post, fax or e-mail). The Customer shall inform the Seller about the withdrawal in writing or by e-mail at the address specified in the Article IX. of these GTC. The Customer may use „**Sample form for withdrawal from the Contract**“, available on the Seller’s website. If the Consumer exercises his right to withdraw from the Contract, the time limit for withdrawal is considered to have been observed if the Consumer dispatches the Seller a notice of withdrawal within such a time limit.
2. The Contract is cancelled upon the withdrawal. If the Consumer exercises his right to withdraw from the Contract, he/she shall no later than fourteen days after the withdrawal, dispatch to the Seller the goods received from him. In case of a withdrawal, the Consumer shall return the goods by sending them to the registered office of the Seller stipulated in Article IX. of these GTC or on the Seller’s website. The Consumer shall return the goods in the original packaging, together with all attached documents and with the original receipt if available. The Consumer shall keep the proof of dispatch. **The Consumer shall bear the costs of supply**. The Consumer is liable to the Seller only for the reduction in the value of goods caused by the handling of the goods in a manner other than that which is necessary to get acquainted with nature and properties (incl. functionality) of the goods.
3. If the Consumer withdraws from a Contract for the provision of services and the Seller or any other relevant person, at an express request of the Consumer, began to perform before the end of the time limit for withdrawal from Contract, the Consumer shall pay to the Seller a part of the agreed price proportional to the performance provided until the time of withdrawal from the Contract.
4. If the Consumer withdraws from a Contract in accordance with this Article VI., the Seller shall return to the Consumer all funds which the Seller received from the Consumer under the Contract (except the additional costs which occurred as a result of a Customer’s choice of supply method different from the cheapest supply method offered by the Seller) no later than 14 days after the withdrawal. The Seller shall return the funds in the same way as they were provided unless otherwise determined by the Customer. If the Consumer agrees, the amount for the returned consignment can be used as a payment for other orders made by the Customer from the Seller. The Customer shall inform the Seller by telephone or e-mail on how his claim for repayment of the purchase price or its part should be handled.
5. The returning of the goods in the original packaging, together with all attached documents and with the original receipt to the Seller will make the refund of the purchase price to the Customer faster. The Seller is also entitled to return the funds received from the Consumer as early as the Consumer hands over the goods or in any other way agreed with Customer, provided no other costs for customer occur in connection with that. **If the Consumer withdraws from a Contract of sale, the Seller is obliged to return the funds received from him only after the Consumer has handed over the goods to the Seller or proved to him that the goods were dispatched to him.**
6. The provisions of the Civil Code on the withdrawal within 14 days cannot be understood as a possibility of a free loan of goods. If the Consumer withdraws from a Contract, he/she is obliged to return everything that he/she has obtained under the Contract. If it is impossible to do so (e.g. the goods were destroyed or consumed in the meantime) the Consumer is obliged to provide the Seller with pecuniary compensation as an equivalent for the goods that cannot be returned. If the returned goods are partially damaged, the Seller has the right to compensation for damage against the Consumer and the Seller is entitled to set off his claim against the claim of the Consumer for the return of purchase price. In such a situation, the Seller is obliged to prove the damage occurred. In such a case, the Seller shall return to the Consumer a reduced purchase price.
7. The Seller is entitled to set off the actual expenses incurred in connection with the returning of the goods against the purchase price which should be returned to the Consumer.
8. **Liability for defects and complaint procedure**
9. The Seller is liable to the Purchaser for a defect-free condition of the goods upon takeover in accordance with relevant provisions of Civil Code.
10. Accordingly, the Seller or the producer is liable to a Purchaser for the quality and authenticity of the goods provided the goods are kept and used adequately. If applicable, the conditions of the quality guarantee are stipulated in the warranty card attached to the goods. The quality guarantee shall not apply to damage caused by an improper handling or by any other improper interference. The quality guarantee shall be claimed in accordance with the complaint procedure unless otherwise provided by the warranty card or the Contract.
11. The rights of the Purchaser in case of a supply of defective goods or services and exercise of such rights are stipulated in a stand-alone document – **Complaint procedure**, available at https://nicola.salon)
12. **Personal data protection**
13. The detailed information regarding the personal data protection is included in a document **Information on the processing of personal data**, available at https://nicola.salon.
14. **Seller’s contact details**
15. It is possible to contact the Seller at:

Address: Na Závodí 803, 739 25 Sviadnov, Czech Republic

E-mail: zemanova.m1@seznam.cz

Telephone: +420 602 594 515

**B. SPECIAL PART**

The Special part contains conditions which lay down special rules for some special categories of goods or services. Unless expressly provided differently in a special part, the provisions of the general part of these GTC are applicable.

Provisions of this part are applicable when the Purchaser is entering into the contract with the Seller directly. If the Seller’s website directs the Purchaser to the website of a different seller or service provider, where the order is placed, the Purchaser is in a contractual relationship with the other seller or service provider, whose general terms and conditions shall apply.

1. **Special business and delivery conditions for alcoholic beverages, tobacco and other smoking products (together as "Restricted products")**
2. By accepting these GTC the Purchaser confirms that he/she is at least 18 years old, so he/she satisfies the condition laid down for the purchase of the Restricted products on the Seller’s website. In order to limit the availability of the Restricted products to Purchasers under the age of 18, the packaging of the delivered goods shall bear a label with information on the content of the package together with a warning that only person older than 18 is entitled to take delivery of the goods. The authorized employee of the delivery service operator shall hand the goods over to the Purchaser only in case he/she proves to be over 18 by producing his identification card or any other identity document and the employee copies the number of the relevant identity document. In the opposite case, the goods shall not be handed over to the Purchaser and the Seller has the right to withdraw from the Contract.
3. In case of the purchase of the Restricted products in the form of a QR code, the conditions laid down for the handover of such products shall be checked upon the personal pickup of the Restricted products together with the check of the QR code.
4. The Seller is entitled to withdraw from the Contract that he/she has concluded with the Purchaser if it proves upon the handover or personal pickup of the Restricted product that the Purchaser has not reached the age of 18 (or the Purchaser fails to prove his age in a manner as required above), which constitutes a breach of these GTC and the Contract.
5. **Special Business and Delivery Terms for Tickets and Vouchers for Goods and/or Services**
6. Event means any concert, theatre or any other cultural performances or sporting events and any other event (exhibitions, conferences, training courses, parties, fairs etc.) consisting of leisure time activities at the specified date and place.
7. Organizer means a natural or legal person who organizes specific Event. The organizer might be the same person as the Seller, however, the Seller may also arrange the sale of tickets for Events organized by other organizers.
8. Ticket means a document (a security) issued by the Seller in the form of a QR code entitling the holder of the ticket and other people according to the order to one-time entry to a specific Event. Upon the production of the Ticket when entering the venue for the Event the person enjoying the rights arising out of the Ticket expresses his consent with the operating regulations of the venue and he/she conforms to the Organizer’s instructions and conditions of the Event.
9. Voucher means a service provided by the Seller enabling the holder of a unique QR code to a purchase of particular goods and/or services for a pre-established price and at a fixed forfeiture date in exchange for the voucher.
10. In case the Seller only arranges the sale of the Tickets and the Seller does not organize the Event, the only person responsible for the realization and content of the Event shall be the Organizer (not the Seller).
11. By purchasing a Ticket, the Purchaser enters into a contractual relationship with the Organizer of the Event, the content of thereof is a provision of a leisure time service at specified time in the form of enabling the holder of Ticket to participate on the respective Event for a specified price of the Ticket, all of this under the conditions laid down in the instructions published by the Organizer and also under these GTC (the “**Event participation contract**”). Unless the Seller is as well the Organizer, he/she sells the Tickets as agreed with the Organizer and acts on behalf and on the account of the Organizer to the extent necessary to conclude the Event participation contract between the Organizer and the Purchaser, and to publish the Organizer’s information and instructions regarding the Event and to accept the price for the provision of services from the Purchaser, or as the case may be to arrange other matters of Organizer.
12. The Organizer is liable for the performance and fulfilment of the Event participation contract, including the dates, quality and capacity of the Event, the Organizer reserves the right to change thereof. For the purpose of these GTC, the purchase of a ticket means a full payment of the purchase price for the provision of Organizer’s services based on the Event participation contract. Unless explicitly provided otherwise, all Purchaser’s claims arising out of the Event participation contract, including the refund of an admission fee, shall be claimed directly against the Organizer of the Event in accordance with the Complaint Procedure.
13. If the Organizer is the Seller himself, the provisions of this part of these GTC are applicable. Accordingly, the Seller may arrange the sale of the Vouchers, in which case the provisions of this part of these GTC are applicable proportionately.
14. Tickets and vouchers can be purchased only via the Seller’s website. The electronic delivery by sending a QR code to the Purchaser’s email address is the only possible form of delivery.
15. The Purchaser is obliged to produce a valid purchased QR code of the Ticket or Voucher at the Event venue. The Seller and/or the Organizer or person acting on his behalf at the Event disposes of QR code reader through which he/she verifies the validity of the Purchaser’s QR code. Immediately after the verification, the Purchaser (or as the case may be also other people according to the order) shall be admitted to the Event or the goods and/or services shall be handed over to the Purchaser. In case of a special kind of goods or services (especially alcohol, tobacco products etc.) the relevant special provisions of these GTC are applicable.
16. The Seller reserves the right to specify a maximum number of Tickets or Vouchers that can be purchased by one Purchaser.
17. The Purchaser shall take care not to enable a misuse or copying of the Ticket or Voucher by his actions, in particular by publishing pictures of the Tickets or Vouchers on a social network, by sending it to third parties etc. The Ticket or Voucher may be used only once unless more performances were purchased within one Ticker or Voucher. The Purchaser is entitled to give the Ticker or Voucher as a present to another person. However, the Purchaser is not entitled to trade Tickets or Vouchers in greater extent to third parties, e.g. in course of his business, for the purpose of an artificial increasing or decreasing the price of admission of a particular Event or for any other purpose with the intention to cause damage to the Seller or Organizer. This shall be without prejudice to the Purchaser’s right to resell the Ticket or Voucher on a case-by-case basis for example in case he/she cannot attend the Event at the specified time.
18. As specified below, the Purchaser is not entitled to withdraw from the purchase of Ticket or Voucher designated for a specific date, unless the Seller voluntarily stipulates other special conditions for returning of thereof (please see point XVII below).
19. The Purchaser is obliged to check all the details stated on the Ticket or Voucher without undue delay after its receipt. In case the details are not in accordance with the Order, the Purchaser shall inform the Seller at the email address according to the Article IX. The Seller shall correct the Ticket or the Voucher in order to comply with the Order no later than 24 hours since the Purchaser’s request was received.
20. In case the Event is cancelled, the Seller shall refund the Ticket/Voucher price to the bank account from which the price has been paid, eventually to the bank account, which the Seller finds out for this purpose from the Purchaser. In case the Seller is not the Organizer, the Seller shall refund the Ticket/Voucher price only up to the wherewithal provided by the Organizer for this purpose.
21. The Organizer is entitled to order the Purchaser or the participants out of the Event under the similar conditions as those provided in subsection 13.7. below.
22. **Special business and delivery conditions for the lease of movable things**
23. The Purchaser may order from the Seller the lease of specific movable things for a specific date and time. The basic period of lease is 24 hours (1 day), which is at the same time the minimum period of lease. The period shall begin from the receipt of the leased things by the Purchaser and it shall end when the Purchaser hands over the things to the Seller and he/she receives them in the place determined in the Order (the “**Handover point**”).
24. The Purchaser shall always order the lease and pay the rent and, where applicable, pay the deposit in advance when placing an order on the Seller’s website. After returning of the movable things the Seller is entitled to charge the Purchaser for any damage or contractual penalty for which he/she shall issue an additional invoice. If provided in the offer on the Seller’s website, the Seller is entitled to require a payment of the deposit in cash when handing over the leased movable things to the Purchaser.
25. The movable things shall be handed over to the Purchaser in person at the Handover point, in one of the following ways:
26. personal pickup by the Purchaser, who arranges his own transport of the movable things to the destination and back;
27. the transport of the movable things to the destination and back by a delivery service arranged by the Seller; delivery options are listed in the lease offer on the Seller’s website, and the Purchaser shall bear the costs for the transport to the destination and back.
28. Upon the personal pickup of the movable things, the handover protocol shall be made. The handover protocol shall include the condition and where applicable small defects of the leased things and it shall be signed by both parties. A photo documentation taken upon the handover may be attached to the handover protocol.
29. In case the things are supplied by the delivery service or by the public transporter, the Purchaser is obliged to personally take and examine the delivery. In case of a delivery which includes mainly tables, table tops and wooden or glass furniture, which can be damaged even through the packaging (dent of the edge, breakage), the Purchaser is always obliged to unpack the delivery and physically examine its content. If the goods have any defects, the Purchaser is obliged to write down all of them into the claims protocol of the carrier and report the defects to the Seller within one working day. The Purchaser is obliged to notify the Seller about the ascertained defects in writing or by phone. The written notification shall contain ascertained defects, i.e. type of the defect, location on the product and description of the defect. If the Purchaser fails to do so, the later complaint will be considered as a mechanical damage caused by the Purchaser and the complaint will not be accepted. If the Purchaser acknowledges the receipt of the defect-free thing by his signature, he/she is not entitled to file a complaint later. The complaint procedure of the things damaged during the transport is governed by the complaint procedure of the carrier and the respective provisions of the Civil Code.
30. The Seller is entitled to require a payment of a deposit from the Purchaser, the amount of thereof is stipulated in the offer of the lease on the Seller’s website. The deposit is intended to ensure proper and timely return of the leased goods, proper payment for other obligations of the Purchaser against the Seller connected to the lease of things, the fulfilment of the Purchaser’s duty to maintain the leased things in a good condition and to compensate for the damage occurred and to pay for any other claims of the Seller against the Purchaser arising out of the lease. The Purchaser is not entitled to any interest on the deposit for the time of the provision of the deposit.
31. If the Purchaser fails to return the leased things properly and on time at a specific date, the Seller is entitled to charge the Purchaser the daily rent for every commenced day of delay until the day of the returning and the Purchaser is obliged to pay such rent. The deposit can be used to pay such rent.
32. In case the Purchaser fails to return the leased things within 20 days, the following day gives rise to the obligation of the Purchaser to pay the contractual penalty to the Seller in the amount of the purchase price of the leased things. The Seller is entitled to use the deposit to pay the contractual penalty. In case the amount of deposit is not sufficient, the Purchaser is obliged to pay the rest of the contractual penalty within 5 days from the commencement of the obligation to pay the contractual penalty.
33. The Purchaser is liable to the Seller for the returning of the leased things in the same condition as when the things were handed over, taking into account usual wear and tear. The Purchaser is fully liable for any loss or damage of the leased things and if applicable he/she shall be charged for them upon the returning of the things.
34. In case of loss of the respective movable thing, the Purchaser shall pay the full cost price stipulated in the Order. In case of a damage caused to the leased thing, the Purchaser shall pay the cost of the damage up to the full cost price, i.e. total costs of damaged parts or repairs by authorised services, handling charges and loss of profit in connection with this occurrence.
35. In case of the leased textiles (tablecloths, covers, scarting, canopies etc.) the goods are completely returned once they are returned from the laundry. If the textiles cannot be 100 % cleaned, the Purchaser shall be charged for the subsequently.
36. The leased things are eligible only for the purposes for which they are leased to the Purchaser and the Purchaser is not eligible to use them in a different manner or for different purposes.
37. The Seller is not liable for the damage caused by the lease of things and he/she shall bear no liability for any injuries on Purchaser’s or third person’s health or damages to the Purchaser’s property or the property of a third person caused in connection with the usage of the leased movable goods.
38. The Purchaser is not entitled to sublease the leased things or its accessories to third persons or entities.
39. The leased things are not insured. Upon the takeover, the Purchaser is fully responsible for the things. The Seller advises insuring the leased things.
40. **Special conditions for the provision of services**
41. The Purchaser may order services for a specific time or in the form of a purchase of voucher for a time specified by a subsequent agreement with the Seller or the provider of the services on the Seller’s website in accordance with the general provisions of these GTC. Any special conditions for the cancellation or payment of contractual penalties shall be stipulated in the Seller’s offer.
42. In accordance with Article 1837 of the Civil Code, **a Purchaser may not withdraw from a contract for the provision of services if they were performed with his prior express consent before the end of the time limit for withdrawal and the Seller informed the Purchaser before concluding the contact that he/she shall thereby lose the right of withdrawal. By giving a consent with the provision of services before the end of the time limit for withdrawal from a contact you acknowledge these consequences.**
43. In case the services are ordered for a specific date in connection with the leisure activities, it shall not be possible to withdraw from the contract in accordance with Article 1837 of the Civil Code.
44. In case the Purchaser purchases the services in the form of QR code, he/she is obliged to produce the QR code to the Seller or the service provider in order to check it before the commencement of the provision of services.
45. The Purchaser is obliged to appear for the provision of services at the time scheduled. Unless otherwise provided in the Offer of services, if the Purchaser appears up to 20 minutes after the scheduled time, the service shall be carried out in a shorter form in a way it finishes at the time originally scheduled. Every delay exceeding 20 minutes is considered as an absence of the Purchaser.
46. In case of absence or arrival with the delay exceeding 20 minutes for the schedules service, the Purchaser is entitled neither to the provisions of services nor a refund.
47. The Seller reserves the right to refuse or to terminate early the provision of services in the following cases (if they are relevant to the sort of the service)
48. the Purchaser appears with obvious signs of infectious disease;
49. the Purchaser appears in an intoxicated state or under the influence of psychoactive substances;
50. the Purchaser appears with ill effects which make the provision of services impossible;
51. the Purchaser appears in an unsatisfactory hygienic state;
52. the Purchaser expresses himself in an improper manner during the provision of services;
53. the Purchaser poses a threat to or attacks the Seller or other people.
54. **Special business and delivery conditions for repairs and diagnostics of the purchased goods**
55. The Purchaser may place an order with the Seller for the service consisting of diagnostics and repair of the goods that are in the ownership of the Purchaser. The Purchaser shall properly and thoroughly describe, where lies the inoperability of the goods and anticipated defect.
56. The expected price of the service is stipulated in the offer and the Purchaser shall pay the price upon the completion of the order in accordance with the general provisions of these GTC. The price may change while repairing the goods, in such case the provisions below shall apply.
57. The Purchaser shall send the goods at his own expenses through the courier of his choice to the address determined by the Seller. In such case, the Seller is not liable for any damage to the goods occurred during the transport and the transport is governed by the general terms and conditions of the courier. The risk of damage to the things passes to the Courier for the period of transport until the handover of the goods to the Seller or other person carrying out the repair.
58. In case such option is stated in the offer of the service, the Purchaser may deliver the goods in person to the establishment of the Seller or of the person carrying out the repair or to another place designated for the takeover of the goods. The handover protocol or another document confirming the takeover shall be produced for the Purchaser.
59. The diagnostics or repair shall be carried out within the period of time stipulated in the service offer. If new problems or complications come to light during the diagnostics, e.g. occurrence of defect other than the one presumed, the necessity of replacement of other part than the one expected, longer delivery date for a special spare part etc., the Seller or the person carrying out the repair or diagnostics shall inform the Purchaser of such event within the original period of time for the provision of service. The Seller shall inform the Purchaser of the new anticipated period of completion of the service as well as of any additional costs which will be borne by the Purchaser because of new problems or complications.
60. The Seller is obliged to await the approval of the Purchaser in relation to the longer period of completion of diagnostics or repair and/or additional costs. Until then he/she is not entitled to continue in the provision of service. The approval shall be given in text form (most frequently by an e-mail or text message).
61. In case the Purchaser does not give his approval in accordance with the previous point, the Seller is obliged to terminate the provision of the service and in accordance with the choice made by the Purchaser in the offer either send the goods back to the Purchaser or ask him to pick up the goods in the place designated for picking up the goods. In case the Purchaser or the person carrying out the repair has carried out the required diagnostics or repair, he/she is entitled to keep the price paid even in case other repairs or replacement of parts, which came to the light while carrying out the diagnostics, is necessary for the goods to be fully operational, but the Purchaser has not given his approval to it. In case the Seller or the person carrying out the repair has carried out the repair or diagnostics only partially, the Purchaser is entitled to refund of the price in the amount corresponding to the non-performed part.
62. Additional payments or settlement can be made in cash upon the handover of the goods or via cashless payment in accordance with the agreement with the Purchaser. The Seller shall provide the Purchaser with new/another invoice in accordance with the changes made to the price.
63. Upon the termination of the diagnostics or repair, the Seller or the person carrying out the repair shall send the goods back to the Purchaser’s address stipulated in the order through the carrier chosen by the Purchaser when placing the order. The costs of delivering the goods back shall be borne by the Purchaser. Upon the handover of the goods to the courier chosen by the Purchaser, the risk of damage to the thigs passes to the courier and the transport is governed by the general terms and conditions of the courier. In case of personal pick up, the Seller shall inform the Purchaser about the possibility to pick up the repaired goods by e-mail or text message at least 3 days in advance.
64. The complaint about the carried-out service shall be filed immediately after the takeover, at the latest 7 days after the personal pickup, or 7 days after the delivery of the goods to the Purchaser by the courier.
65. **Special conditions for the pre-paid services or goods**
66. The Purchaser may buy a product via the Seller’s website consisting of a pre-paid budget for particular goods or for the consummation of drinks, food, dishes or Restricted products in a certain amount, eventually connected with the preferential provisions of premium services (e.g. special service on the event which is without service staff for other participants).
67. The payment for the pre-paid budget shall be made in advance after the completion of the order in accordance with the general part of these GTC.
68. After the payment, the Purchaser shall obtain a QR code, which he/she shall produce to the Seller or the provider of goods or services to check it upon the initiation of the provision.
69. The Seller shall inform the Purchaser sufficiently in advance that the budget is going to be exhausted soon and other goods and services must be paid by the Purchaser according to standard prices in the place of supply. In case a special advantage or preferential service is related to the payment of the budget, the right of the Purchaser to benefit from thereof until the end of the respective event according to the conditions laid down in the offer is not touched upon.
70. **Electronic content and a SW**
71. While using the electronic content (e.g. software, computer games etc.) bought or obtained from the Seller, the Purchaser is obliged to abide by all the rules laid down by these GTC, copyright laws and particular licence conditions of the product concerned. In case the Purchaser fails to comply with such obligations, he/she is obliged to pay damages, and where applicable, such actions can also have criminal consequences.
72. The Purchaser is entitled to use all electronic works solely for his personal use, where the purpose of this use is not an achievement of direct or indirect economic or business profit unless otherwise provided in the licence conditions. Accordingly, the Purchaser is not entitled to copy the purchased electronic work, reproduce it, to acquire copies or cuttings or otherwise dispose of them contrary to the copyright, other laws and/or licence conditions of the products concerned. In case the electronic content was acquired as a result of illegal activity, the access to the electronic content may be denied or the licence can be deactivated.
73. The supervisory authority for the provision of movies is the Council for radio and television broadcasting.
74. **Special cancellation conditions**
75. In case the Purchaser made a purchase of the goods or services for which in accordance with Article 1837 of the Civil Code and Article VII of these GTC it is not possible to withdraw from the contract within 14 days, the Seller can voluntarily lay down different conditions for the cancellation or returning of the order (e.g. the possibility to cancel an order in certain time in advance with the full refund of purchase price, the possibility to cancel the order later and pay cancellation fee etc.).
76. Such conditions shall always be stated in the offer of the goods or services on the Seller’s website.
77. Special more favourable conditions for the returning of the goods or cancelling the order can be stipulated also for the goods where it is possible to withdraw from the contract according to Article VI of these GTC.
78. **Special business conditions for the provision of occasional carriage by car, limousine or another means of transport.**
79. Carriage of passengers/passenger’s transport service means the very carriage of passengers or arrangement of the carriage, and possibly other services for the Purchaser carried out or arranged by the Seller. The driver means the employee or associate of the Seller or the carrier or the driver for which the Seller arranges or supplies the carriage.
80. The Seller is liable to the Purchaser for any damage or inconvenience in case it is caused by the Seller’s fault. In case the Seller arranges the carriage of the Purchaser by another carrier, the carrier is the person liable for any damage and the Purchaser accepts the terms of the carriage by boarding the vehicle.
81. The Purchaser is neither entitled to any damages nor has rights according to the point 18.4 below (if the Purchaser does not voluntarily give a discount up to 100%) in the case when:
82. the carriage was delayed either at the beginning when the Purchaser was boarding or during the carriage for reasons of force majeure. Force majeure is the occurrence of a natural disaster, strike, weather, weather conditions, car accident which was not caused by the driver of the Seller, or by the driver of arranged carrier, road traffic congestions for reasons of levels of traffic or road improvements, or the delay was caused by the interference of a public authority or an administrative authority – control by the police, officers, inspectors etc.;
83. the carriage was delayed because of the Purchaser, for instance, if the Purchaser or people participating on the carriage with the Purchaser failed to appear for the boarding at the scheduled time;
84. the damage to Purchaser’s property occurred, or harm to the health or life incurred as a result of a car accident which was not caused by the driver of the Seller or by the driver of the arranged carrier, but the driver of another car, animal or another person;
85. a damage to the Purchaser’s property occurred, or harm to health or life incurred as a result of forced manoeuvre which was undertaken by the driver during the carriage in order to avoid greater damage or consequences – e.g. necessary sudden braking as a result of the road situation, abrupt drift of the vehicle, skid etc. Unless proved otherwise, such manoeuvre is considered to be necessary and needed (in order to avoid a clash with animal, person or another vehicle on the road etc.);
86. a damage occurred as a result of the omission of the Purchaser or people participating on the carriage with the Purchaser (e.g. failure to load the luggage of the customer for the carriage, or failure to unload thereof, loss of small things or cash during the carriage etc.);
87. a damage occurred to the Purchaser as a result of wrongful or unseemly chosen time for the boarding.
88. In case the Seller fails to commence with the carriage at the time scheduled because of his own fault and the delay exceeds 30 minutes, the Purchaser can choose:
89. cancellation of the order and refund of the purchase price; or
90. provision of the carriage at later time and refund of 50 % of the purchase price.
91. The Purchaser expressly acknowledges that he/she is obliged to arrange the time of departure, i.e. the time of boarding for the carriage sufficiently in advance (e.g. prior to flight departures, boarding on another connection etc.) even with taking into account at least 30 minutes, which can be the delay of the courier as a result of force majeure or unfavourable traffic or closures (accidents, congestions and other traffic restrictions).
92. The payment for the carriage shall always be made in advance when placing an order according to the general provisions of these GTC.
93. The Purchaser is aware that the Seller or arranged carrier is required to reserve a capacity for the reserved time, and, therefore, unless otherwise provided in the relevant offer, after the completion of the order and payment it is not possible to cancel the carriage in accordance with the Article 1837 of Civil Code.
94. The Purchaser is obliged to abide by the instructions issued by the driver and to comply with the safety rules of the carriage during the carriage. The Purchaser is aware that he/she has been informed of all conditions including the safety regulations prior to the carrying out of the carriage. The customer undertakes not to damage the vehicle of the carrier and the area for the passengers, to maintain cleanliness and not to damage the property of other passengers or not to bother other passengers in any way. In case of a breach of thereof the Purchaser is aware of the liability for damage caused to the Seller or arranged carrier or to the third person by his actions. In case the Purchaser or people participating on the carriage with the Seller breach this provision repeatedly (at least 3 admonishments) the driver is entitled to exclude those individuals from the vehicle or to terminate the carriage.
95. The Purchaser is also obliged to board the carriage at the scheduled time with exception of cases where objective facts prevent him from boarding on time, see the reasons stipulated above.

**C. CLOSING PROVISIONS**

1. **Protection of copyright and using of the Seller’s website**
2. The content of the Purchaser’s website is located on the web interface (texts including general terms and conditions, photos, pictures, logos, programme equipment etc.) is protected by the copyright or the rights of other people. The Purchaser is neither entitled to change the content nor to copy, reproduce, spread or use the content for any purpose without the consent of the Seller or the copyright holder. In particular, it is forbidden to make publicly available photos and texts placed on the Seller’s website, irrespective of whether or not for a consideration.
3. The product names and designations of the products, goods, services, companies may be registered trademarks of the respective owners.
4. The Seller bears no liability for mistakes occurred as a result of third-party‘s interference with the website interface or as a result of its use contrary to its purpose. While using the website interface the Purchaser shall not use any methods which may either distort the functioning of the system or excessively burden the system.
5. In case the Purchaser commits any unlawful or unethical act while using the website interface, the Seller is entitled to limit, suspend or terminate Purchaser’s access to the website interface, without compensation of any sort. In such a case, the Purchaser is also obliged to pay full compensation for damages that probably occurred to the Purchaser as a result of the Seller’s act in accordance with this article.
6. The Seller does not guarantee the continuous operation of the Website and he/she shall not be liable for any damaged occurred as a result of an unforeseeable outage of the Website. The Seller shall always inform the Purchaser of a planned outage of Website sufficiently in advance.
7. **Final provisions**
8. These GTC become effective on 1 st January 2022.
9. Any legal relationships between the Seller and the Purchaser shall be governed by the laws of the Czech Republic and the courts of the Czech Republic shall have jurisdiction over any disputes between the parties.
10. All the contracts are concluded in the Czech or English language.
11. The Seller reserves the right to amend these GTC. Potential amendments shall not apply to contracts previously entered into.
12. In accordance with the Article 14 of the Consumer Protection Act, the Seller informs the Customer about the possibility to settle the dispute arising out of the contracts concluded with the Seller through the ADR entity, which is Czech Trade Inspection Authority (www.coi.cz), with its registered seat at Štěpánská 567/15, Prague 2, Postal Code 120 00.

In Prague on 1 st January 2022