

## Complaints Policy

This complaints policy regulates the forms and conditions for warranty claims for services ordered by a request made through the online portal **Play Day** from **our firm**:

Play Day s. r. o. based at Nad lesem 326/53, Hodkovičky, 147 00 Praha 4

Identification number (IČO): 05994039

non-payer of VAT

registered: in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 274274

mailing address: Play Day s. r. o., Nad lesem 326/53, Hodkovičky, 147 00 Praha 4

contact email: info@playday.cz

### 1. What inadequacies of service are we responsible for?

As the service provider, we are responsible for the service not having any inadequacies when provided and that it is provided in accordance with the contract. In accordance with the contract means especially that:

- the content of the course lead by a teacher (hereinafter only "**Course**") corresponds to the description on the web interface, alternatively, to our communication related to the contract
- the Course is provided in the agreed upon time period and at the agreed upon place
- the Course lasts for the specified time period

### 2. What is the period to claim your rights in the event of a faulty performance?

It is possible to claim the provided services (Courses) while they are taking place or after their conclusion without delay. If you find out about deficiencies subsequently, it is necessary to issue a claim without unnecessary delay. The latest possible term for a service deficiency claim is **six months after the Course took place**.

### 3. What rights do you have in the event of a faulty performance?

In the case of services provided deficiently, you have these rights in particular:

- the right to receive a **cost-free correction**, if it is possible (especially if the claim is issued during the course);
- the right to an **adequate discount** (especially if it is impossible to correct the fault during the duration of the course);
- the right to withdraw from the contract and a **refund** (if the nature of the inadequacy is such that it constitutes a substantial breach of contract).

### 4. When can the rights to a deficient service correction not be applied?

You do not have the rights to a deficient service correction if:

- you knew about the inadequacy before the service was rendered; or

- you caused the deficiency yourself, particularly if it occurred by a breach of either the General Terms and Conditions, or the teacher's instructions or legislation.

## **5. What steps should you take?**

When you find out about the deficiency, issue your claim without unnecessary delay, ideally while the course is still running.

It is possible to issue the claim personally while the course is running; after its conclusion, it is possible to issue a claim telephonically, by email or in written form. When issuing your claim, we recommend describing where you see the inadequacy in the most detailed way possible. It will speed up the claim's progress.

The time of the claim is the moment when the inadequacy was reported to us and the right for our responsibility for the inadequacies of the service rendered was claimed.

**We settle received claims without undue delay, up to 30 days from the claim being issued at latest, unless we agree differently. We will issue a written confirmation of your claim and its settlement.**

**In the case of a disputable claim, we will settle its acceptance within three business days from the day of the claim.**

**You have the right to a reimbursement of costs effectively incurred when issuing the claim. Be advised that you must exercise the right to the reimbursement of these costs within one month of the period in which you must report the inadequacy.**

This Complaints Policy is valid and effective from May, 2017.