

General Terms and Conditions

These General Terms and Conditions (hereinafter „**Terms and Conditions**“) apply to contracts entered into based upon an inquiry made via the on-line **Play Day** portal that is at www.playday.cz (hereinafter “**web**” between our **company**):

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

as the **service provider** and you

as **the purchaser**

1. INTRODUCTORY PROVISIONS

By entering into the Contract, we undertake to provide you with the service stated in the order and you pledge to pay us the price for the service (referred to as the “**Price**”), including any possible fees connected to the method of payment specified in the order.

1.1. What services do we provide?

We provide educational courses and free-time activity courses for individuals and groups (referred to as “**Course**”).

Please be advised that any information and materials given to you within the Course arise from the experience and knowledge of the service provider or person leading the Course (hereinafter “**Teacher**”) and they do not necessarily have to correspond with the opinion of other experts in the given field.

1.2. What does the contract cover?

Any contract entered into in accordance with these Terms and Conditions is considered a **Contract**. It does not necessarily always have to be a Contract on the provision of a service.

1.3. Is the contract a consumer contract?

The Contract is a consumer contract if you are a consumer, i.e. if you are an individual and you order the service outside of your entrepreneurial activity or outside of your occupation.

Otherwise, the Contract is not a consumer contract and consumer protection according to the law and these Terms and Conditions does not apply to you.

1.4. **What special rights do you have as the consumer?**

As the consumer, you have these rights in particular:

- the right to be informed before entering into the contract (the information is included in these Terms and Conditions or on the Web)
- the right to an out-of-court settling of a consumer dispute arising from the Contract

1.5. **What is our legal relationship governed by?**

Our legal relationship is governed by the following documents:

- these Terms and Conditions;
- the Complaints Policy which will be adhered to in the case of a complaints issue;
- the Personal Data Protection Policy which regulates the protection of your personal data;
- our conditions and instructions stated on the Web or in our email communication, especially while entering into the Contract;
- the order and its recapitulation from our side;

and in matters not covered in the abovementioned documents, also by the following legislation:

- the Act No. 89/2012 Coll. of the Civil Code as amended (hereinafter “**the Civil Code**”);
- Act No. 634/1992 Coll. On Consumer Protection as amended (only if you are a consumer).

If your place of residence or premises are located outside of the Czech Republic, or if our legal relationship contains a different international element, be advised that our relationship is governed by the **Czech law**. If you are a consumer and the law of the state of your residence provides you with a higher level of protection, you are given this higher level of protection within the legal relationships.

1.6. **How can you express agreement with the Terms and Conditions?**

When you confirm the order (recapitulation), you are also confirming that you have familiarized yourself with these Terms and Conditions and that you agree with them.

We may amend or add to these Terms and Conditions. Your rights and obligations are always governed by the Terms and Conditions that were in force when our legal relationship was established. You will get this version from us by email at your registered email address. The current Terms and Conditions are also located on the Web.

2. ENTERING INTO A CONTRACT

2.1. How do we enter into a contract?

On the Web, there is a presentation of our services, including a brief description. **The presentation of the course is only informative and it is not our offer to enter into a contract within the meaning of Section 1732 paragraph 2 of the Civil Code.** The specific offer and content of the course are always drawn up individually based on the communication with the purchaser. It is necessary for you to place an order and subsequently confirm this order (its recapitulation) to enter into a contract.

2.2. How to place a tentative inquiry?

It is necessary to place a tentative inquiry to get a specific course offer. It is possible to place a tentative inquiry through a form available on the Web or through different means, as we authorize them based on the current information on the Web. It is necessary to fill in the required information, in particular your phone number and email address.

After you've placed the tentative inquiry, we will contact you by phone to agree on the specific content of the course. Subsequently, we will send you a course offer including the Price and dates of the course.

We consider the information given on the tentative inquiry and told to us within our telephone communication complete and correct and we calculate the final Price based on this information.

2.3. How to place an order?

If you agree with the Price suggested according to article 2.2 of these Terms and Conditions, you can subsequently place an order via email.

The order must contain the course designation and your contact (invoice) information in particular.

After you place the order, you will get a recapitulation of the order, including the final Price and attached Terms and Conditions by email. We recommend checking especially the course type, date and Price. **The last chance to change the given information is during recapitulation.** Should the information in the recapitulation be incorrect or incomplete, please contact us. We will correct the information and send you a new recapitulation of your order.

If you agree with the information in the recapitulation, confirm the recapitulation according to the instructions given in the order recapitulation. **By confirming the order, you are also agreeing to the Terms and Conditions. We consider the information given in the recapitulation complete and correct.** Inform us about any changes by phone or email without delay.

2.4. When is the contract entered into?

The contract is entered into at the moment when we get the order (recapitulation) confirmation from you. If there is no order (recapitulation) confirmation, the contract is entered into at the moment when you pay the full Price or you take part in the course (depending on which happens first).

2.5. **Can you cancel an order that has already been sent?**

You can cancel your order at any time before you confirm the order (recapitulation) by phone or email. **After you confirm the order (recapitulation), all orders are binding.** A later order cancellation is possible only in agreement with us and in accordance with article 4 of the Terms and Conditions.

2.6. **Can the price on the Web change?**

It is not possible to combine discounts from the course price, unless expressly stated otherwise on the Web.

If the Price stated on the Web or given during the negotiation is no longer valid, we will inform you about this without delay. If there has been no order (recapitulation) confirmation, we are not obligated to enter into the contract.

A price change that has occurred between the order being placed and your order confirmation in accordance with article 2.3 of these Terms and Conditions has no influence on placed orders.

2.7. **Can you get the contract in written form?**

The contract is not entered into in written form with signatures of the contracting parties. **The contract is formed by these Terms and Conditions, your order, its recapitulation and the order (recapitulation) confirmation.** The whole contract will be sent to you by email or, at your request, printed and by post. We may ask you to cover the costs connected with the post.

2.8. **Is the contract stored anywhere?**

We archive the contract with these Terms and Conditions in electronic form. The contract is not accessible to third parties, but we will send it to you upon your request.

2.9. **What if you don't understand something in the contract?**

If you have a question pertaining to the Terms and Conditions or to the contract, you can contact us by phone or email. We will be happy to give you all necessary information.

3. PAYMENT CONDITIONS

3.1. **What payment methods do we accept?**

You can pay for the course via a money transfer to our account before the course takes place (you will get the payment information in the order recapitulation), or in any other way that we allow based on the information on our Web or that we agree on with you personally.

Some payment methods may include further charges. The final Price will always be given in the recapitulation, including all fees, taxes and customs fees.

3.2. **When is the price due?**

In the case of a cashless transfer before the course, the price is due 5 days at latest from the order confirmation in accordance with article 2.3. Your obligation to pay the course is fulfilled at the time when the given amount is credited to our account, before the beginning of the course at latest.

4. **AMENDING AND CANCELLATION OF THE CONTRACT**

- 4.1. **By agreeing to these Terms and Conditions, you acknowledge that in accordance with with Section 1837 letter j) of the Civil Code, you do not have the right to withdraw from the contract without giving any reason in accordance with Section 1829 of the Civil Code.**
- 4.2. **Contact us without delay if you are interested in cancellation or amending the order or moving the course to a different date. Please note that you are not entitled to the above mentioned in accordance with these Terms and Conditions and laws and it is only possible to make the given changes upon agreement with us.**
- 4.3. **If you cancel the order, we reserve the right to request payment of the cancellation fee which is 100 % of the course Price.**
- 4.4. We reserve the right to make necessary changes in the course parameters given in the order (e.g. the place or Teacher). The quality and length of the provided service will be retained when making changes. We will inform you via email of any changes made.
- 4.5. We reserve the right to completely cancel the course in cases of unexpected or unpredictable events (sudden transport services limitations due to a strike or adverse weather conditions, damage or destruction of course premises, the Teacher's illness, etc.). If it is necessary to shorten the length of the course by more than 10 % due to an unexpected or unpredictable event, you have the right to a proportionate refund.
- 4.6. **In the case of a proportionate refund, the paid course Price or its proportionate part will be returned to the account number that you give us for this purpose or that we received the payment from, up to 14 days after the course cancellation. It is possible to use the paid amount as a deposit for the payment for a different course upon mutual agreement.**

5. **CONDITIONS FOR PARTICIPATION IN A COURSE**

- 5.1. You can freely cede the right to participate in a bought course to a third person.
- 5.2. The courses take place at times and places that we individually agree with you via email or phone communication while you are placing the order, or in the communication that follows entering into the contract. Based on the individual agreement, the Teacher can lead the course on premises you choose, or we can provide the premises for the course.

- 5.3. It may be a condition for the course to take place in the agreed-upon length and quality that some specific necessary teaching aids must be acquired. You will be told about these aids during the communication with us or the Teacher before the course, and you will also be informed whether the Teacher will bring the aids or whether you need to provide them yourself. If it isn't possible to provide a course in the agreed-upon quality and length because of the absence of the teaching aids that based on the agreement you were supposed to provide, it will not be considered a defective performance from our side.
- 5.4. By participating in the course you agree to comply with the rules set in these Terms and Conditions or on the Web and with instructions the Teacher gives you, to act upon the Teacher's instructions and to abstain from any behavior that might disrupt the course.
- 5.5. All course participants are especially obligated to do the following during the course:
- adhere to all Teacher's instructions;
 - not to interrupt other course participants (in the case of group courses);
 - to behave towards the Teacher and other course participants in compliance with generally accepted rules of conduct;
 - to always behave in such a manner that no damages on property or health of the Teacher or third persons arise;
 - to adhere to safety and fire safety rules that are in force in the building the course is taking place in (in the case of our company providing the premises);
 - not to bring alcohol, drugs or other addictive substances into the premises where the course is taking place, not to consume these substances in any form during the course and not to be under the influence of such substances during the course;
 - to abstain from using technological devices to share the contents of the course
- 5.6. **In the case of a violation of articles 5.4 and 5.5, you may be denied further participation on the course with no right to a refund.**
- 5.7. **If we provide the premises for the course to take place in and you bring an item there, you are obligated to put the item in a place that is provided for this purpose (according to our instructions). If the item gets lost or damaged and it was not put in such a place, we are not responsible, nor are we obligated to reimburse the damages on this item.**
- 5.8. It is forbidden to make any audio or video recordings during the course without the explicit consent from the Teacher. It is furthermore forbidden to share, distribute or otherwise provide third persons with any recordings made in any way, be it for a fee or without charges.
- 5.9. We reserve the right to make video, audio and audiovisual recordings of the course, on which the appearance and speech of course participants may be recorded. We are authorized to make these recordings public for the purposes of promotion, services offer and their provision. By participating in our course, you and possible other participants agree to have your likeness

made public in accordance with Section 85 of the Civil Code. This consent is given indefinitely and can be revoked at any time.

- 5.10. All information, including information contained in the documents that are the subject of the course, or information that you get during the course from the Teacher or from us, are subject to the protection of trade secrets pursuant to Section 504 of the Civil Code. You are not authorized to share this information with third parties or distribute it in any way without our written consent.
- 5.11. **The course content and the materials provided within the course are protected by our copyright, the Teacher's copyright or third persons' copyright. The materials are only intended for your personal use. You are not authorized to change, copy, Xerox, distribute or use the content of the materials for any purpose without our consent.**
- 5.12. In the case of a copyright infringement, we will proceed in accordance with Act 121/2000 Coll. on Copyright, as amended. As the copyright holder we especially reserve the right to demand that infringement on our copyright is ceased and desisted and to demand that unauthorized copies of our protected content be pulled. We also have the right to require adequate reimbursement for damage caused by our copyright infringement.
- 5.13. When a graduation certificate is part of the course, we undertake to hand over the certificate to you and other course participants through the Teacher or another appropriate way. The condition for the issuance of the certificate is participation in the whole course. The certificate will be handed over directly after the end of the course, or it will be sent by mail, based upon agreement.

6. RIGHTS IN THE EVENT OF A FAULTY PERFORMANCE

Your rights in the event of a faulty performance are governed by the respective generally binding legal regulations (especially by the provisions of Sections 1914 to 1925 of the Civil Code).

In exercising your rights in the case of a defective performance, we will proceed in accordance with our Complaints Policy. Before issuing a complaint, please familiarize yourself with our Complaints Policy, so that the complaint can be taken care of in the fastest time possible and to your satisfaction.

7. COPYRIGHT PROTECTION, RESPONSIBILITY AND USING THE WEB

7.1. Is the content on the web under copyright?

The content of the web put on the web (texts including Terms and Conditions, photos, pictures, logos, programmes, etc) is under our copyright or other persons' copyright. You are not allowed to change, copy, duplicate, give out or use for any purpose without our consent or that of the copyright holder. It is especially forbidden to make the texts or photos on the Web accessible for a charge or for free.

Names and designations of products, goods, firms and companies may be registered trademarks of the respective owners.

7.2. Responsibility and using the Web

We are not responsible for mistakes that arise as a consequence of third parties' interference with our Web or of using it contrary to its purpose. While using the Web, you are not allowed to use processes that might interfere with the system's function or disproportionately burden the system.

In the event that you violate the law or behave unethically during the use of the Web, we reserve the right to limit, suspend or terminate your access to the Web without any compensation. In such an event you are obligated to compensate us in full for damages demonstrably caused by your behavior according to this article.

Please note that by clicking on some of the links on the web, you may leave the web and be brought to webs of third parties.

8. FINAL PROVISIONS

8.1. What authorization do we have to conduct business and who controls us?

We are authorized to provide services based on a trade license. Our business is not subject to other permissions.

8.2. How do we handle complaints?

We handle any complaints through our contact email. It is also possible to turn to the respective Government Trade Agency or the Czech Trade Inspection Authority.

8.3. What rights do you have should a consumer dispute arise?

If you are a consumer and a dispute arises between us from the contract and we are unsuccessful in settling it directly, you have the right to turn to the Czech Trade Inspection Authority with this dispute (address: Czech Trade Inspection Authority, Alternative Dispute Resolution, Štěpánská 15, 120 00 Praha 2, web: www.coi.cz/en/, www.adr.coi.cz/en/; electronic contact: adr@coi.cz; phone: +420 296 366 360) or the Czech Consumer Association (address: Tř. Karla IV. 430, 500 02 Hradec Králové, web: www.konzument.cz, electronic contact: spotrebitel@regio.cz, phone: +420 495 215 266) for an out-of-court settlement of the consumer dispute. You can exercise this right up to 1 year from the day that you first exercised your right that is the subject of this consumer dispute.

You can also use the online platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/> to file a complaint about the services you have purchased from us and to look for an ADR entity.

8.4. **What else should you know?**

Long distance communication means are used when entering into the contract (mainly the Internet). You pay for the costs incurred by using these long distance communication means yourself (mainly costs for an Internet connection or phone charges). **These costs do not differ from the usual price.**

Unless otherwise agreed, all correspondence related to the contract takes place in written form, either by being sent via email, by registered mail or personal delivery. We will deliver to the address of electronic post we obtained from you.

In the case that a provision of these Terms and Conditions is invalid, ineffective or unenforceable (or will become so), a provision will be used instead of it that is in its sense closest to the invalid, ineffective or unenforceable provision. The validity of other provisions is not affected by the invalidity, ineffectiveness or unenforceability of one provision. **It is only possible to amend or add to the contract in written form.**

These Terms and Conditions are valid and effective from 22 June 2018.