

Terms & Conditions of **Prague Telltale Tours s.r.o.**

address **Šmeralova 359/17, Bubeneč, 170 00 Praha 7**

tax identification number: **CZ07177917**

Registered with the Municipal court in Prague, section C
file 295138

for providing services booked through a
webpage praguetelltale.com

1. ON THE TOUR

- 1.1 Minimum age for the tour is 15 years. Children under 15 years must be accompanied by responsible adult.
- 1.2 Every visitor undertakes to come to the place of the tour commencement not later than 5 minutes before commencement of the tour.
- 1.3 You can cancel your reservation without charge 48 hours before commencement of the tour. Cancellation less than 48 hours before commencement of the tour will be charged in the full amount, without refund.
- 1.4 Prague Telltale Tours s.r.o., it's representatives and employees are not responsible for any delay or complications arising from events and conditions outside of the company's control, including, but not limited to: bad weather, security measures, public events, or transportation limitations.
- 1.5 Every participant of the tour is responsible for their own safety, health risks and property loss. By booking our tour, you acknowledge potential risks arising from walking around the city in the dark and using means of public transport.
- 1.6 All participants agree to follow the instructions of the guide and to walk on the designated pedestrian pathways and pedestrian crossings at all times. All participants agree to observe local laws and ensure that their behaviour in no way puts at risk the welfare of themselves and others.
- 1.7 Participants are not going to be allowed on the tour under the influence of drugs or alcohol, without refund.
- 1.8 Video recording is not allowed on the tour, taking pictures however is encouraged.

2. BUSINESS TERMS & CONDITIONS

- 2.1 These Business Terms and Conditions (hereinafter referred to as the "**Business Terms**") of Prague Telltale Tour s.r.o., with its seat at Šmeralova 17 Praha 7, identification number: 07177917, entered in the Commercial Register kept at the Municipal Court in Prague, Section C, Insert 295138 (hereinafter referred to as the "**Seller**") are regulated in accordance with the provision of Section 1751, Paragraph 1 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "Civil Code") the mutual rights and obligations of the parties arising out of or in

connection with the Purchase Contract (hereinafter referred to as the "**Purchase Agreement**") concluded between the Seller and another individual (hereinafter referred to as the "**Buyer**") through the Seller's Internet Webpage. The e-shop is operated by the seller on a web site located at the web site of praguettelale.com (hereinafter referred to as the "**website**") through the web interface (hereinafter referred to as the "**web interface of the store**").

- 2.2 Business conditions do not apply to cases where a person intending to purchase services from a seller is a legal entity or person who acts when ordering services in the course of their business or in their independent pursuit of their profession.
- 2.3 A provision derogating from the terms and conditions may be negotiated in the sales contract. Distinctive arrangements in the sales contract take precedence over the provisions of the terms and conditions.
- 2.4 The Terms of Business Terms and Conditions are an integral part of the Purchase Agreement. The Purchase Agreement and the Business Terms and Conditions are drawn up in English. The purchase contract can be concluded in English.
- 2.5 The Seller may change or add the wording of the terms and conditions. This provision is without prejudice to rights and obligations arising during the period of validity of the previous terms and conditions.

3 SERVICE CONTRACT

- 3.1 All presentations of services located in the web interface of the store are informative and the seller is not obliged to conclude a service contract. Section 1732 (2) of the Civil Code does not apply.
- 3.2 The web interface of the store contains information about the services, including the prices of individual services. Service prices are quoted including value added tax and all related fees. Service prices remain valid for as long as they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a service contract on individually negotiated terms.
- 3.3 For ordering services, the buyer will fill in the order form in the web interface of the store. The order form includes, in particular, information on:
 - 3.3.1 the buyer (due to buyer identification on a tour)
 - 3.3.2 the ordered service, and
 - 3.3.3 the price for the ordered service (hereinafter referred to as the "**Order**").
- 3.4 Before sending the order to the seller, the buyer is allowed to check and modify the data entered by the buyer in the order, even with regard to the buyer's ability to identify and correct the errors that occurred when entering the data into the order. The order is sent by the buyer to the seller by clicking the "**BUY TICKETS**" button. The data

listed in the order they are deemed correct by the seller. On receipt of the order, the Seller will acknowledge receipt of this receipt to the buyer by e-mail, to the buyer's e-mail address given in the order (hereinafter referred to as the "**buyer's electronic address**").

- 3.5 The seller is always entitled, depending on the nature of the order, to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).
- 3.6 The contractual relationship between the seller and the buyer arises from the delivery of the order (**acceptance**), which is sent to the buyer by e-mail to the buyer's e-mail address.
- 3.7 The Buyer agrees to use remote means of communication when concluding the Purchase Agreement. Costs incurred by the buyer when using remote means of communication in connection with the conclusion of a purchase contract (costs of internet connection, telephone call costs) are borne by the buyer himself.

4 PRODUCT PRICE AND PAYMENT CONDITIONS

- 4.1 The Service Fee may be paid by the Buyer to the Seller in the following ways:
 - cashless via the payment system;
 - cashless payment card;
- 4.2 The Seller does not require an advance or other similar payment from the buyer. This is without prejudice to the terms of the terms and conditions regarding the obligation to pay the purchase price of the services in advance.
- 4.3 In the case of a cashless payment, the purchaser's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.
- 4.4 If it is customary in the best practice or if it is stipulated by generally binding legal regulations, the seller shall issue a tax invoice - invoice to the buyer in respect of payments made under the purchase contract. The seller is not a taxpayer of value added tax. Tax document - The invoice is issued by the seller to the buyer after payment of the price of the goods and sent to him in electronic form at the buyer's electronic address.

5 WITHDRAWAL FROM CONTRACT FOR SERVICES

- 5.1 The buyer has the right to withdraw from the Service Agreement and the reply to the order confirmation sent to the Buyer by Seller in accordance with Section 3.6 of these Terms and Conditions. The answer must contain clear information that the buyer cancels his order and does not want to take part in the tour.
- 5.2 If the Buyer cancels the order in accordance with clause 5.1 of these Terms and

Conditions earlier than 48 hours before the commencement of the tour (as ordered), the seller will be refunded to the Buyer in full.

- 5.3 If the buyer cancels the order later than 48 hours before the start of the tour (according to the order), the buyer is not entitled to a refund of the price paid for the tour.

6 PERSONAL DATA PROTECTION

- 6.1 Prague Telltale Tours s.r.o. uses personal data of customers only for the purpose of identification before the commencement of the tour. No information is used for marketing or other similar activities.
- 6.2 Information obligation towards the buyer within the meaning of Article 13 of Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data) (hereinafter referred to as the "GDPR Regulation") related to the processing of the buyer's personal data for the purpose of fulfilling the purchase contract, for the purposes of negotiations on the purchase contract and for the fulfillment of the public obligations of the seller, is fulfilled by the seller through a separate document.

7 FINAL PROVISIONS

- 7.1 If the relationship established by the contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. By choosing the right under the previous sentence, a buyer who is a customer is not deprived of the protection afforded by provisions of the legal order from which it can not be contracted and which would otherwise apply in the absence of choice of law pursuant to Article 6 (1) (EC) No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 7.2 If any provision of the Terms of Business is invalid or ineffective, or will occur, instead of invalid clauses, a provision with the meaning of an invalid provision approximates as much as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.
- 7.3 Seller's Contact Details: Delivery address: Šmeralova 17, 170 00 Praha 7, e-mail address info@praguetelltale.com.