

GENERAL TERMS AND CONDITIONS

1. Introductory provisions

1.1. These General Terms and Conditions of Business (hereinafter referred to as "**Terms and Conditions**") regulate, in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**Civil Code**"), the mutual rights and obligations of the parties arising in connection with or on the basis of a Purchase Contract (hereinafter referred to as "**Purchase Contract**") concluded between:

The Royal Canonry of Premonstratensians at Strahov

with registered office at Strahovské nádvoří 132/1, Hradčany, 118 00 Prague

ID: 00415090

Tel.: 233 107 749

E-mail: prohlidky@strahovskyclaster.cz

(hereinafter referred to as the "**Seller**"), on the one hand

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a third party (hereinafter referred to as the "**Buyer**"), on the other hand

via the online shop.

1.2. The Terms and Conditions form an integral part of the concluded Purchase Contract.

1.3. For the purposes of these Terms and Conditions, the following shall mean:

'**ticket**' means a ticket in paper or electronic form entitling the holder of the ticket to single entry to the visitor facilities, which can be purchased via the online shop. A combination ticket entitles you to enter more than one visitor facility at the same time, but only once for each facility.

'**ticket holder**' means the person who presents the ticket on entry to the visitor facilities,

'**buyer**' means the person who has entered into a Purchase Contract with the Seller.

'**visitor facility**' means the internal areas of Strahov Monastery open to the public, in particular (but not exclusively) the Strahov Library, the Strahov Picture Gallery or the Convent Building,

the '**online shop**' is operated by the Seller at www.strahovskyclaster.cz, which also links to the sales pages www.portal.colosseum.eu/tours?mrsid=316 and www.colosseumticket.cz

1.4. Other undefined terms shall have their ordinary linguistic meaning unless the context indicates otherwise.

1.5. The Buyer is either a consumer (natural person only) or an entrepreneur. **A consumer** is one who, outside the scope of his business activity or outside the scope of his independent exercise of his profession, concludes a Purchase Contract with the Seller or otherwise deals with him. **An entrepreneur** is one who independently carries out, on his own account and responsibility, a gainful activity by trade or similar means with the intention of doing so on a regular basis for profit. For the purposes of consumer protection, an entrepreneur is also considered to be, inter alia, any person who concludes contracts relating to his or her own business, manufacturing or similar activity or to the independent exercise of his or her profession, or a person who acts on behalf of or on behalf of an entrepreneur. If the Buyer provides his/her identification number in the order, the Buyer acknowledges that the Seller considers him/her to be an entrepreneur.

2. Process of concluding the Purchase Contract, payment terms, ticket

2.1. The ticket can be purchased electronically via the online shop. Only certain types/types of tickets can be purchased electronically.

2.2. The purchaser declares that he/she has read and understood the contents of these Terms and Conditions before entering into the Purchase Contract and will abide by them.

2.3. All presentation of the services placed on the interface of the online shop is of an informative nature, it is in no way a proposal for the conclusion of a contract and therefore the Seller is not obliged to conclude a contract regarding these services. Section 1732(2) of the Civil Code shall not apply.

2.4. The Buyer agrees to the use of remote means of communication in concluding the Purchase Contract. The costs incurred by the Buyer in using remote means of communication in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by the Buyer.

2.5. The purchase of a ticket entitling access to the visitor facilities is made by the Buyer for a specific date.

2.6. In order to purchase a ticket, the Buyer is obliged to fill in his/her identification and contact details (name, surname, email and telephone number) via the online shop, to choose (order) a specific date for visiting the visitor facilities and the total number of tickets. Once the number of tickets has been selected, the Buyer will be shown the total purchase price that the Buyer is obliged to pay and the payment terms. After payment has been made via the payment gateway, a

confirmation of purchase and the ticket in electronic form will be sent to the Buyer's e-mail without undue delay.

- 2.7. In the case of a ticket purchase via the online shop, the Purchase Contract is concluded at the moment of payment of the purchase price for all ordered tickets by the Buyer to the Seller. The purchase price is paid at the time of successful payment through the payment gateway.
- 2.8. Ticket orders for which the purchase price is not paid within seven (7) hours of placing the order will be automatically cancelled by the Seller.
- 2.9. In the event that the Buyer enters incorrect data or technical problems occur on the part of the internet or telecommunications service provider, the Seller shall not be liable for non-delivery of the ticket to the Buyer's e-mail.
- 2.10. The Seller is not responsible for the payment progress in the payment gateway to which the Buyer is redirected in the payment of the purchase price.
- 2.11. The Purchase Contract cannot be cancelled or changed in any way after its conclusion by the Buyer, in particular it is not possible to request a refund of the purchase price or a change of the date of the visit to the visitor facilities.
- 2.12. No replacement is provided for a lost ticket, no duplicate ticket can be issued. Any additional intervention on the ticket makes it invalid. The Buyer is not entitled to resell the purchased tickets.
- 2.13. The Seller is not responsible for the validity and authenticity of tickets purchased outside the online shop.
- 2.14. A ticket may be used only once (for a combined ticket for each visitor object, no more than once). After the first reading of the barcode placed on the ticket at the entrance to the visitor facilities, the ticket is invalidated for further use.
- 2.15. In the event of cancellation of the tour and refund of the purchase price by the Seller, the full purchase price will be refunded immediately (within 14 days at the latest) to the bank account from which payment for the tickets was made, exclusively to the Buyer who purchased the ticket for the subject tour.

3. Rights and obligations of the contracting parties

- 3.1. The ticket entitles the ticket holder to enter the visitor facilities according to the specifications stated on the ticket, including the exact date (or time).
- 3.2. The Buyer, or the ticket holder, is obliged to present the purchased and valid ticket before entering the visitor facilities, either in paper form, which is obtained by printing out the electronic

ticket sent, or in electronic form. Otherwise, he/she will not be allowed to enter the visitor facilities.

- 3.3. If the ticket holder does not present a valid ticket for the date in question before entering the visitor facilities, he/she will not be allowed to enter the visitor facilities. Similarly, a person who has presented a reduced-price ticket but has not proved his/her entitlement to this reduction (relevant age, membership of a loyalty programme, possession of a relevant authorisation in the form of a relevant card, etc.) will not be allowed to enter the visitor facilities.
- 3.4. If the ticket holder arrives at the visitor facilities on a date other than the agreed date (i.e. on the specific day or time for which the ticket is issued), he/she will not be granted entry. If the agreed date specified on the ticket expires without the use of the ticket, the Seller shall be entitled to the full purchase price for the ticket and the Buyer or ticket holder shall not be entitled to claim a refund of the ticket price.
- 3.5. By presenting the ticket on entry to the visitor facilities, the ticket holder agrees to the rules communicated by the Seller/its employees/designees and is obliged to comply with the visitor facilities regulations and any instructions given by the Seller.
- 3.6. In particular, the ticket holder is obliged not to touch the exhibits on display when entering and staying in the visitor facilities and is obliged to move only along the designated routes.
- 3.7. Animals are not allowed to visit visitor facilities.
- 3.8. The ticket holder acknowledges that responsibility for minors or persons with limited legal capacity rests with their legal representative, guardian or their escort.
- 3.9. In the event that the ticket holder violates the generally binding legal regulations or the visitor facilities regulations or the instructions of the Seller, its employees or authorized persons, he/she is exposed to the risk of punishment by the Seller, which is in particular the immediate termination of the tour of the visitor facilities for the ticket holder who committed this violation and his/her expulsion, to which he/she is obliged to submit.
- 3.10. The ticket holder shall be liable for any damage caused by him/her during the tour of the visitor facilities if he/she fails to comply with the instructions of the Seller or fails to comply with the rules set out in the visitor facilities regulations.
- 3.11. The Seller is entitled to close the visitor facilities in justified cases (in particular, but not exclusively, for technical and operational reasons). In the event of closure of the visitor facilities, the purchase price shall be refunded to the Buyer who has been prevented from entering the visitor facilities by such closure (in accordance with the procedure set out in Article 2.15 of these Terms and Conditions).
- 3.12. The Buyer agrees, in accordance with the provisions of Section 7(2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain

Information Society Services), as amended, to the sending of commercial communications by the Seller to the Buyer's electronic address or telephone number, unless the Buyer has expressly prohibited this when purchasing tickets. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of the GDPR relating to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of the document referred to in Article 7.1 of these Terms and Conditions.

4. Withdrawal from the Purchase Contract

4.1. The Buyer, who is a consumer, acknowledges that, pursuant to the provisions of Section 1837 (j) of the Civil Code, he/she cannot withdraw from a Purchase Contract concluded via the online shop in accordance with the provisions of Section 1829 of the Civil Code (i.e. within 14 days without giving a reason), as it is a contract for the use of leisure time, under which performance is to be performed on a specific date or within a specific period.

5. Special provisions on obligations under a contract of sale concluded with a consumer

5.1. The provisions of this Article 5 shall apply to a Purchase Contract concluded with a Buyer who is a consumer and to the obligations arising therefrom.

5.2. The concluded Purchase Contract is stored with the Seller in electronic form and is not accessible.

5.3. The Purchase Contract may be concluded in the Czech language.

5.4. Individual technical steps leading to the conclusion of the Purchase Contract:

- a) opening the online shop;
- b) selection of a specific date (or even time) of the visit to the visitor facilities and the number of tickets;
- c) filling in the Buyer's details via the online shop, including filling in the Buyer's identification and contact details (billing details);
- d) ticking the box by which the Buyer confirms that he/she has read the general terms and conditions;
- e) payment of the purchase price.

5.5. The Buyer shall have the right to detect and correct any errors made during data entry prior to placing the order.

5.6. After the conclusion of the Purchase Contract, the Seller shall provide the Buyer with the text of the Purchase Contract (order confirmation) in addition to the text of these Terms and Conditions via an electronic attachment to the e-mail.

5.7. The Buyer declares that all communications by the Seller to the Buyer have been made clearly and comprehensibly in the language in which the Purchase Contract is concluded.

5.8. The Seller undertakes to make all future communications to the Buyer in a clear and comprehensible manner and in the language in which the Purchase Contract is concluded.

5.9. The Buyer is entitled to contact the Seller with any complaints, in particular by email to the Seller's email address reklamace@strahovskyclaster.cz, where the complaint will be dealt with in accordance with the Seller's internal process. Should the complaint not be resolved to the satisfaction of the Buyer, who is a consumer, he/she may address his/her complaint to the out-of-court dispute resolution body listed below or via the ODR platform listed below.

5.10. The subject of out-of-court settlement of consumer disputes is:

Czech Trade Inspection Authority

Central Inspectorate - ADR Department

Štěpánská 15

120 00 Prague 2

E-mail: adr@coi.cz

The website of this entity is:

Website: www.adr.coi.cz

The Buyer can also use the online dispute resolution platform (ODR platform) set up by the European Commission at <http://ec.europa.eu/consumers/odr/>

6. Rights arising from defective performance and their exercise (claims)

6.1. If the Seller fails to perform its obligations arising from the Purchase Contract at all or if it has performed defectively, in particular if it has not performed properly and on time (e.g. if the Seller has not performed in the agreed quantity, quality and workmanship), the Buyer may exercise its right of defective performance with the Seller (hereinafter referred to as "**claim**"). The Buyer is obliged to provide its contact details in the context of the claim. If the complaint is not made to the Seller without undue delay after the Buyer has been able to discover it, the court shall not grant the Buyer the right of defective performance. The Buyer shall not have rights under the defective performance if the defect is one which he should have known with ordinary care at the

conclusion of the contract. This does not apply if the Seller has expressly assured him that the goods are free from defects or if the defect has been concealed by deceit.

6.2. If the defective performance is a material breach of contract, the Buyer has the right:

- a) to remedy the defect by delivery of a new ticket,
- b) to a reasonable discount on the purchase price; or
- c) to withdraw from the contract.

The Buyer shall notify the Seller of the right he has chosen at the time of notification of the defect or without undue delay after notification of the defect. The Buyer may not change the choice made without the Seller's consent; this does not apply if the Buyer has requested the repair of a defect which proves to be irreparable. If the Seller fails to remedy the defects within a reasonable period of time or notifies the Buyer that he will not remedy the defects, the Buyer may demand a reasonable discount on the purchase price in lieu of remedying the defect or may withdraw from the contract. If the Buyer fails to exercise his right in time, he shall have the rights under paragraph 7.3 of these Terms and Conditions.

6.3. If the defective performance is an insignificant breach of contract, the Buyer shall be entitled to have the defect removed or to a reasonable discount on the purchase price.

6.4. As long as the Buyer does not exercise the right to a discount on the purchase price or does not withdraw from the contract, the Seller may supply what is missing or remedy the legal defect. Other defects may be remedied by the Seller at its option by repair or delivery of a new performance. The choice must not cause unreasonable costs to the Buyer.

6.5. If the Seller fails or refuses to remedy the defect in a timely manner, the Buyer may demand a reduction in the purchase price or may withdraw from the contract. The Buyer cannot change the choice made without the Seller's consent.

6.6. If the Buyer has not notified the defect in time, he loses the right to withdraw from the contract.

6.7. All complaints and questions from the Buyer must be delivered to the Seller without undue delay by e-mail to the e-mail address reklamace@strahovskyklaster.cz. The Buyer is obliged to indicate in its complaint its e-mail address, within which the Seller will communicate with the Buyer regarding the complaint. The Buyer, who is a consumer, is entitled to make a complaint in any form.

6.8. If the Buyer is a consumer, the Seller is obliged to settle the complaint, including the removal of the defect, and to inform the consumer thereof within 30 days from the date of the complaint, unless the Seller and the consumer agree on a longer period. After the expiry of this period, the Buyer has the right to withdraw from the concluded Purchase Contract or to a reasonable discount on the purchase price.

6.9. The Seller shall issue a written confirmation to the Buyer who is a consumer when making a claim, in which it shall indicate the date when the consumer made the claim, what is its content, what method of handling the claim the consumer requires and the contact details of the consumer for the purpose of providing information on the handling of the claim. In addition, the Seller shall send the Buyer a confirmation of the date and method of settlement of the complaint or a written justification for the rejection of the complaint.

7. Final provisions

- 7.1. Information on the handling and protection of the Buyer's personal data is published on the website www.strahovskyclaster.cz in the section **Privacy Policy**.
- 7.2. The Purchase Agreement and the General Terms and Conditions and all rights and obligations arising therefrom, including rights and obligations arising from breach of the Purchase Contract and the Terms and Conditions, as well as matters not covered by the Purchase Contract and the Terms and Conditions, are governed by Czech law, in particular the Civil Code.
- 7.3. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 7.4. These Terms and Conditions are drawn up in Czech and English. In the event of a conflict between these versions, the Czech version shall prevail.
- 7.5. The Seller may amend or supplement the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

In Prague on 15.2.2024

Royal Canonry of the Premonstratensians at Strahov