



TERMS AND CONDITIONS

(Last updated: June 11, 2024)

Please read these terms and conditions carefully before using our services.

Interpretation and Definitions

Interpretation The words with initial letters capitalized have meanings defined under the following conditions. These definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: Czechia
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Czech Edventures, Holesov – Vsetuly, Míru 241, 76901.
- **Device** means any device that can access the Service such as a computer, a cellphone, or a digital tablet.
- **Service** refers to the travel services and the Website.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included, or made available by the Service.
- **Website** refers to Czech Edventures, accessible from www.czechedventures.com
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Booking and Payment

2.1. **Reservations:** All reservations are subject to availability. A booking is not confirmed until you receive a confirmation email from us.

2.2. **Deposits:** A refundable or a non-refundable deposit may be required at the time of booking. The amount of the deposit will be specified during the booking process.

2.3. **Final Payment:** The balance of the service cost is due [2] days before the departure date, if not specified otherwise. Failure to make the final payment on time may result in the cancellation of the service and bookings and forfeiture of the deposit.

Groups and school trips – If not agreed otherwise, full payment must reach the Czechadventures account 40 days prior to group arrival. We will issue an invoice clearly stating all services provided. If agreed, the total amount could be invoiced in

other than CZK currency – exchange rate will be based on the rate of Czech National Bank for the day of invoicing or the day of service. All the bank charges are covered by the customer.

2.4. **Payment Methods:** We accept bank account transfers. Other forms of payment are upon request.

2.5. **Price guarantee:** Once the booking has been confirmed, we guarantee the price agreed in writing with no surcharge of cost or currency fluctuation.

Cancellations and Refunds

3.1. **Client Cancellations:** If you need to cancel your booking, you must notify us in writing. Any cancellation made between Friday 3pm and Monday 9am will be considered as received on Monday.

Cancellation policy may be individually specified for each type of service and/or in agreement with individual business partners. If not specified, cancellation charges may apply as follows:

- More than [30] days before departure: [0%] of the total cost.
- to [30] days before departure: [50%] of the total cost.
- Less than [7] days before departure: No refund.

3.2. **Agency Cancellations:** If we cancel your trip for any reason other than force majeure, you will receive a full refund of all payments made.

3.3. **Force Majeure:** We are not liable for cancellations or changes due to unforeseen circumstances beyond our control, such as natural disasters, political instability, or other force majeure events.

Changes to Booking

4.1. **Client Changes:** If you wish to make changes to your booking, please contact us as soon as possible. We will do our best to accommodate your request but cannot guarantee changes.

4.2. **Agency Changes:** We reserve the right to make minor changes to your itinerary or accommodations. In the event of a significant change, we will inform you as soon as possible and offer alternative arrangements or a refund.

5.1. Refunds

All refunds will be made within 1 month after group departure or after an immediate claim. Refunds may be accepted only in accordance with a form or a claim in writing. This claim will be consulted with both the tour leader (or any other responsible person in charge for the group) or individual and a representative of Czechedventures (or a service supplier representative such as hotel, etc.). It must be clearly stated which services have not been provided or have been not provided according to agreed and ordered standards. If participants decide not to use the service (due to the lack of standard mentioned above or any malfunction), this must be clearly notified in writing with all the necessary details so the provider has an opportunity to fix the situation accordingly or to offer a refund on site, if possible. Refunds based on late complaints or those not in accordance with written forms and agreements, or without any specific details or evidence will be disregarded.

Groups size

Minimal and maximal group size applies where applicable. This may change with different services and will be clearly stated before the booking is confirmed. Smaller or larger group size services only upon a special request. If not stated otherwise, minimal group size is 15 persons.

Travel Insurance

We strongly recommend that all clients purchase comprehensive travel insurance to cover trip cancellations, medical expenses, personal liability, and loss of luggage or personal belongings.

Passports and Visas

6.1. **Client Responsibility:** It is your responsibility to ensure that you have a valid passport, visas, and other necessary travel documents. We are not liable for any issues arising from failure to obtain the required documents.

6.2. **Information:** We can provide general information on passport and visa requirements, but it is your responsibility to verify this information with the relevant authorities.

Health and Safety

7.1. Medical Conditions: You must inform us of any pre-existing medical conditions that may affect your ability to travel. We reserve the right to refuse or cancel bookings for clients whose medical conditions are not disclosed.

7.2. Safety: We are not liable for any injury, illness, or loss of property during your trip. Please take all necessary precautions to ensure your safety.

Limitation of Liability

In cases when **Czechedventures** act as an intermediary between the client and other contractors (such as transportation, hotels, tourist offices, box offices, attractions, guides, travel agencies or tour operators, and any other contractors) Czechedventures is not liable for any loss, injury or damage sustained. Czechedventures will not be held responsible for additional expenses incurred due to delays, accidents and natural disasters and diseases or any other factor beyond our control.

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

Severability and Waiver

Severability If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, you can contact us:

By email: info@czechedventures.cz

By visiting this page on our website: <https://www.czechedventures.com/>

By phone number: +420 793 945 840