
Business Terms and Conditions

Data on Internet-Shop and Reservation Provider:

Elit company s.r.o., Bastecka 272, 250 72 Předboj, Czech Republic

Company ID: 28425405, VAT ID: CZ28425405, Registered in the Commercial Register of the Municipal court in Prague, section C, Entry Nr. 140574

Establisments:

Beer Spa Bernard, Týn 644/10, 110 00 Praha 1

Beer Spa Bernard, Fügnerovo náměstí 1806/1, 120 00 Praha 2

Beer Spa Bernard, Karoliny Světlé 285/20, Týn 644/10, 110 00 Praha 1

Contact details:

Telephone: +420 777 00 18 18

E-mail: info@pivnilaznebernard.cz

Basic terms

Consumer Contract - a Purchase Agreement, a Contract for Work or any other contracts pursuant to the Civic Code, if the consumer on one side and the supplier, resp. seller of the other side are the Parties to the Contract.

Supplier / seller / operator - a person who is acting within his/her business or entrepreneurial activity when concluding and performing the Contract. Supplier/Seller is an entrepreneur supplying the purchaser with goods or providing him with services, either directly or by means of other entrepreneurs.

Consumer / purchaser - a person who is not acting within his/her business or entrepreneurial activity when concluding and performing the Contract. Consumer/Purchaser is a personal or a legal entity that purchases the products or uses the services for another purpose than for doing business with those products or service.

Goods / Gift voucher – Goods are material products or a products for sale. Gift voucher are delivered by post or electronically. Gift voucher includes a numerical designation, its validity min. 3 months from the date of issue (after the expiry of the certificate loses), the maximum number of persons for which it is designed, the range of services, information how to apply the voucher. / hereinafter referred to as "Goods"

The Purchase Agreement between the seller and the purchaser (consumer) is concluded the moment, when the seller confirms the order.

Purchase Order and Cancellation of the Order

You can search for goods in the Internet Shop catalogue even without registration.

The marked availability is only indicative and it cannot be related to the availability in the traditional shop.

All the information about the products correspond to the up-to-date facts; their inexactness, however, cannot be excluded. Therefore, the seller is ready to meet his obligations resulting from the law and to make up for the information additionally, as soon as he experiences about such inexact information.

When sending the order, you agree to the mentioned Terms and Conditions, which were pointed out to you before ordering. You can cancel your order by an email message sent to the address info@pivnilaznebernard.cz until the receipt of the goods from the forwarding agent.

Purchase Order and Cancellation of the Reservation procedure

Reservation of the beer spa procedure can be made without any registration. Reservations with payment „on spot“ are supported with credit card guarantee. Credit card guarantee is guaranteed with payment or credit card registered directly by the online reservation process. All reservations can be cancelled free of charge 24 hours before the the procedure time and date. In case of later cancellation then 24 hours before the procedure or in case of No-show, we charge penalty fee of 100% on the provided credit card. In case of voucher/certificate payment, this voucher will be signed as used/applied and cannot be used again. In case of full prepayment, there is NO refund available. Reservation can be cancelled via email at info@pivnilaznebernard.cz. Unwritten or telephone cancellations are not available. These forms are not supported.

Terms of Delivery

The forwarding agent dispatches the goods within 10 days upon receipt of the order at the latest. If the goods are available on stock, they are dispatched within 2 working days. In case of cashless payment we dispatch the delivery after our account is credited with the amount.

In your delivery, you will receive the purchase document, the certificate of guarantee, and the instructions in Czech language, if required by the character of the goods.

If you provide us with the ordinary data needful to issue the complete tax document or the invoice for you, we will do it with pleasure.

If the good is not available the moment of processing the order, we will find out its availability and the term of delivery at our business partners. We will inform you about the performance of the order as soon as possible to your contact email address.

If you wish the entire order to be delivered at once, please mark this requirement in the form, column “Note”.

If the order is performed in steps for the reason of ordered goods unavailability, the freight will be charged to the supplier.

Terms of Payment

The prices are understood as being valid at the time of ordering. The prices of the goods marked as “sales” are valid only on available stock. The price for the order confirmed by us will not change.

The prices are mentioned in CZK incl. VAT rates.

Carriage is charged separately, according to the chosen kind of transport:

In case of COD carriage, the postage is charged at 99,00 CZK for a parcel not exceeding 1 kg. Bigger sizes will be charged pursuant to the price lists of the forwarding agent. You will be informed about the different postage charge by email.

Transporting charges are valid for Czech Republic destinations. For destinations abroad, there is an individual price pursuant to the valid price lists of the Czech Post or the forwarding agent.

NO packaging charges apply!

You can choose one of the following possibilities to pay for the order confirmed by us:

- cash on delivery (COD) – at the time of delivery of the goods
- cash payment- if you collect the goods in one of our shops
- cashless transfer – by in-advance bank transmission. In case of cashless payment we dispatch the delivery after our account is credited with the amount.

Carriage is valid only for Czech Republic destinations.

CAUTION! We do not bear the costs of transport in case of the withdrawal from contract.

Receipt of the Goods

You can take delivery of the ordered goods:

- by means of a forwarding agent
- in person, at the workshop of the Internet Shop provider

When accepting the delivery supplied by means of our contractual forwarding agent, please check the parcel for visible outside damage.

In case the outside cover of the parcel is damaged, do not take the parcel from the forwarding agent and contact our expert.

The supplier is responsible for the complexity of the undamaged parcel and he is charged with the costs for the delivery of missing goods.

Guarantee Claim Guidelines

Returns

In accordance with Act No. 367/2000, the purchaser is entitled to withdraw from contract within 14 days upon receipt of the goods, without giving the reasons. If he/she decides to return the goods, he /she is to send the undamaged goods, without signs of use or wear, in original packaging, back within the above time (crucial is the date on which the goods is delivered to the seller). Along with the goods, you have to submit the invoice or another document proving you have purchased the goods in our Internet Shop.

We will refund the money upon our agreement with the customer by bank transmission (the money will be transferred within approx. 7 days upon receipt of the goods). If you wish to get the refunded money per postal order, we will deduct the Czech Post-Office commission of 30,00 CZK for this service.

Parcel Check

- If the parcel cover is visibly damaged, the purchaser is obliged to check the content of the parcel when receiving the parcel from the forwarding agent.
- The purchaser can reject such a parcel. In this case, inform use please immediately at the phone number +420 775 505 039.

- If the purchaser has accepted the parcel as not visibly damaged, he is obliged to check the content of the parcel without undue delay, however, not later than within 24 hours upon receipt from the forwarding agent, and to inform the seller on possible discovered defects immediately. We have especially in mind the invoices not corresponding to the real content of the parcel, and the apparent defects of the products.

Place and way of lodging the complaints resulting from defective goods

You have to lodge the complaint resulting from defective goods at the workshop of the Elit company s.r.o., Bastecka 272, 250 72 Preboj, CZ. Phone +420 777 00 18 18.

When lodging the complaint, please submit

- copy of the purchase document (invoice)
- goods under complaint, original packaging, unless the purchaser has agreed with the seller explicitly that the original packaging is not necessary
- description of the defect

In case of justified complaints lodged during the guarantee period, the company Elit company s.r.o. undertakes to dispose of the claim free-of-charge.

The defect is – as to its nature – removed either through defect removal at a concrete product, or through replacement of the product for a new one.

The guarantee does not cover the damages caused

- if the product has been used in another way than that mentioned in the instruction, or than usual
- by mechanical or intentional damage
- by wear and tear resulting from the nature of the product (consumption, use etc.)
- by an element (water, fire, direct sunshine, wind, flash) or other outside influences etc.

In case of a justified claim for a refund, the amount paid for the goods under complaint will be transmitted to your account, or by post order.

Transport of the goods under complaint

The purchaser is to deliver the goods under complaint to the place where the complaints are lodged at his own expenses (mostly to be sent by post). The goods under complaints sent as cash on delivery will be not accepted.

In case of a justified complaint, the Elit company will deliver the new goods to the customer at its own expenses.

The rights resulting from the responsibility for defects – conflict with the Purchase Agreement

The seller is responsible to the purchaser for the fact that the sold product complies with the Purchase Agreement, especially it is free of defects.

If the product does not comply with the Purchase Agreement (hereinafter referred to as “conflict with the Purchase Agreement”), the purchaser is entitled to urge the seller to bring the product into harmony with the Purchase Agreement free-of-charge and without undue delay and in accordance with the requirement of the seller either by replacing the product or by repairing it. If such a procedure is not possible, the purchaser can demand a reasonable discount from the price, or withdraw from the contract. The above is not valid if the purchaser knew about the conflict with the Purchase Agreement before accepting the product, or if he caused the conflict with the Purchase Agreement by himself.

The conflict with the Purchase Agreement, which becomes evident within six months of product acceptance, is considered to be a conflict existing on delivery, if this does not contradict the nature of the product, or if the opposite is not proven.

The rights resulting from the responsibility for defects – defects occurred during the guarantee period. If a removable defect occurs, the purchaser is entitled to have the defect removed without undue delay. If reasonable, the purchaser can require the replacement of the product or of a part thereof, if the defect concerns just a part of the product. If the above procedure is not possible, the purchaser can require a reasonable price discount, or withdraw from the contract.

If a non-removable defect occurs, which avoids the product to be used in a usual way, the purchaser is entitled to require the replacement of the product, or to withdraw from the contract. The purchaser has the identical rights if the defects are removable but the purchaser is not able to use the product ordinarily because of repeated occurrence of a defect after the repair, or because of higher number of defects (in practise, the third identical defect or any forth defect are considered to be a reason for asserting the rights resulting from the responsibility for defects, as it is in case of a non-removable defect).

In case of other non-removable defects or if the purchaser does not require the product replacement, he is entitled to get a discount price or to withdraw from the contract.

Returns

It is possible to withdraw from contract within 14 days upon receipt of the matter of order (without giving the reasons and without penalty) in case of the Purchase Agreements concluded through the Internet. The letter of withdrawal from the agreement must be delivered within 14 days of receiving the goods. It is not sufficient to deliver the goods without a formal withdrawal from the contract. Please be aware that it is not possible to solve a complaint about defective goods in the above way – see the Chapter on Guarantee Claims and Responsibility for Defects.

Either you can return the goods in person, at the registered office of the Internet Shop provider, or by delivering the goods as a registered parcel, not COD.

We will refund the money by bank transmission or in another suitable way. We will refund the money within 30 days of receiving the withdrawal from the contract.

We do not refund the freight costs in case of your withdrawal from the Purchase Agreement.

The goods can be returned if not supplied or modified upon the customer's wish, if not damaged and if the customer delivers all purchase documents relating to the returned goods, such as purchase document (bill or invoice/tax certificate), certificate of guarantee (if delivered with the goods), instructions in Czech language (if required by the nature of the goods), accessories (if a part of the goods) incl. the original packaging.

In case of damaged or incomplete returned goods, the purchase price will be reduced by the costs related to the repair of such damaged goods, or by the price of accessories to be completed.

Data Protection

Use and processing of personal data provided by you follows Act No. 101/200 Col. on personal data protection. The provided data serve only for processing and arrangement of your order and they will not be disclosed to any other subject, than to the processor. Personal dates will be used for operational and marketing purposes of the processor only.

Use of captured photos for marketing purposes

By agreeing these Terms and Conditions during the creation of the order, you grant the operator permission to take pictures of your person and the participants of the order by our employee during your procedure. Pictures (photo) can be used for the marketing purposes of the operator and also displayed online on the website of the operator.

The consent can be revoked at any time in writing at the following email address: info@pivnilaznebernard.cz. You can also refuse to take picture directly in the Beer spa.

Changes in accounting documents

In relation to implementation of new accounting legislation from 1 January 2016 it is not possible to make changes to accounting documents that have already been issued. Please pay attention when entering invoicing data and check the accuracy of this data before sending an order.

These Terms and Conditions are valid and effective since 30th June 2017.