



Hradčanské náměstí 61/11  
118 00 Praha 1 – Hradčany  
IČ 248 20 768

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# TANKODROM MILOVICE

## E-SHOP TERMS AND CONDITIONS

Company:

**Tankodrom Milovice s.r.o.**

based at Hradčanské náměstí 61/11, 118 00 Praha 1, ČR

ID: 248 20 768

Tax ID: CZ24820768

signed in business register C 177383 of City Court of Prague

1.1 These Business Terms and Conditions (hereinafter referred to as the "terms and conditions") of Tankodrom Milovice s.r.o., with registered office at Hradčanské náměstí 61/11, 118 00 Prague 1, ID 248 20 768, Tax ID: CZ24820768 (hereinafter referred to as the "seller") govern the mutual rights and obligations of the parties arising out of or in connection with the Purchase Agreement ("purchase agreement") concluded between the seller and other natural or legal person (the "buyer") through online sales of seller vouchers to the seller. The e-shop is operated by the seller at [www.tankodrommilovice.cz](http://www.tankodrommilovice.cz) through the web interface (hereinafter referred to as the "web interface of the shop").

1.2 The terms and conditions also govern the rights and obligations of the parties in using the Seller's website located at [www.tankodrommilovice.cz](http://www.tankodrommilovice.cz) (hereinafter referred to as the "website") and other related legal relationships.

1.3 Provisions 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.

1.4 Terms and conditions are an integral part of the sales contract. The purchase agreement and the business terms and conditions are prepared in Czech and English.

1.5 The seller may change or add the wording of the terms and conditions. This provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

2.1 The web interface of the store allows the buyer to order goods without registration directly from the store's website.



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2.2 When communicating with a web site and ordering goods, the buyer is obligated to provide all data correctly and accurately. The details given by the buyer when ordering the goods are considered correct by the seller.

The buyer notes that the website may not be available continuously, especially with regard to the necessary maintenance of the hardware and software of the vendor or mandatory maintenance of hardware and software of third parties.

3.1 The store's web interface includes a list of vouchers offered by the seller for sale, including the prices of each voucher offered. The prices of the vouchers offered are listed including VAT and all related additional fees. The sale of goods and the prices of these goods 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 purchase contract for individually negotiated terms. All offers for the sale of vouchers placed in the web interface of the shop are non-binding and the seller is not obliged to conclude a purchase contract for these goods.

3.2 To order the goods, the buyer completes the order form in the web interface of the store. The order form includes in particular the following information:

3.2.1 specification of ordered goods

3.2.2 the way in which the purchase price for the goods can be paid

3.2.3 buyer information (hereinafter collectively referred to as "the order").

3.3 Before sending the order to the seller, the buyer is allowed to check and modify the data that the buyer has placed in the order, also 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 "Order" 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 the receipt to the buyer by e-mail to the buyer's email address listed in the user interface or in the order (hereinafter referred to as the "buyer's electronic address").

3.4 The seller is always entitled to ask the buyer for additional confirmation of the order (e.g. in writing or by phone), depending on the nature of the order (quantity of goods, amount of the purchase price).

3.5 The contractual relationship between the seller and the buyer arises from the delivery of the order (acceptance), which is sent by the seller by e-mail (hereinafter referred to as "e-mail") to the buyer, to the e-mail address of the buyer.



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3.6 The buyer notes that the seller is not obliged to enter into a sales contract, especially with persons who have previously substantially violated their obligations towards the vendor.

3.7 The buyer agrees to use remote means of communication when concluding the purchase contract. Costs incurred by the buyer when using distance means of communication in connection with the conclusion of the purchase contract (costs of internet connection, telephone call costs) are borne by the buyer himself.

4.1 The voucher price according to the purchase agreement can be paid by the buyer to the seller in the following ways:

- Non-cash by bank transfer to the supplier's account under the appropriate variable symbol identifying the payment.
- MasterCard or Visa card.

4.2 In the case of non-cash payment, the purchase price is payable within 5 days of the purchase contract being concluded.

4.3 In the case of non-cash payment, the buyer is required to pay the purchase price of the goods listing the correct variable payment symbol. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.

4.4 The seller is entitled, in particular if they do not receive an additional order confirmation (see Article 3.4), to demand payment of the entire purchase price before the goods are dispatched to the buyer.

4.5 Any discounts on the price of the goods can not be combined.

4.6 If it is customary in the course of trade or stipulated by generally binding legal regulations, the seller shall issue a tax document - invoice to the purchaser in respect of payments made under the purchase contract. The seller is a value added tax payer. Tax document - the invoice is issued by the seller to the buyer after paying the price of the goods and sends it in electronic form to the e-mail address of the buyer.

5.1 The voucher can be used to draw the service as described on the voucher / gift voucher. Changing a specific experience is only possible once for another specific experience, money can not be returned.

5.2 If the voucher is not used until its validity, the customer is not entitled to extend the gift voucher or to be given a refund.



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5.3 The service provider reserves the option of setting a voucher other than the one in force. This fact is indicated on the gift voucher, see the validity of the voucher.

5.4 Upon the expiration of the validity of the voucher, the service recipient loses the right to use the service and the service provider's liability expires.

5.5 The voucher can be extended only in case of serious health problems, which are documented by a medical report or a confirmation of inability to participate in the given voucher.

5.6 The voucher contains unique sensitive data necessary for the use of the relevant service - a unique voucher number. The buyer of these services is required to protect these unique sensitive data so that they can not be misused by a third party. Seller has no way to verify whether the service is used by an authorized person who purchased the voucher or otherwise obtained it properly. If the buyer discloses or otherwise makes available these unique sensitive data to a third party that would unjustifiably use the service, they shall bear the consequence of the loss of the opportunity to use the service themselves. This cannot be prevented by the seller.

5.7 The entitlement to use the voucher may be transferred to a third person, and the person transferring this authorization is obliged to inform the new person about the rights and obligations arising from the concluded contract.

6.1 Reservation of the date and place of use of a particular service must be agreed with the seller so that the service is used up to the end of the validity period of the established voucher so that the reservation request is made within a specified period of at least 14 days prior to the required date of use of the voucher. The deadline for applying for a reservation is minimal and must always be judged with regard to the nature of the particular experience, the season of the year and possible current occupancy.

6.2 The buyer requests to book a date and place via email or telephone connection, contacts can be found at [www.tankodrommilovice.cz](http://www.tankodrommilovice.cz)

The seller agrees to offer the date and place of use of the service to the recipient of the service within 10 working days of the date of receipt of the application.

6.3 Cancellation of the reservation  
a) Buyer, recipient:

6.3.1 The recipient of the service is entitled to cancel the service in general no later than 3 working days before the scheduled date of service provision (at the time of the provider's service as listed on the web) and to negotiate a new term within the validity period of the voucher. If there is a different deadline for canceling a service reservation in the specification of the experience (see a cover letter that is an integral part of each gift package), that deadline is superior the 3-day deadline mentioned in the previous sentence.



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6.3.2 If the recipient of the service breaches its contractual obligation under the previous paragraph and the reservation is cancelled later than within the specified period or if the client does not at all show up to receive the service, the recipient of the service is entitled to request a new reservation within the validity period of the voucher, but is obliged to pay to the seller (a "provider") a contractual fine, the amount of which will correspond to the costs incurred by the service provider in connection with the original reservation, but no more than the price of the service ordered.

6.3.3 The client is entitled to negotiate the term of the service upon expiration of the voucher at the time of the validity of the voucher, but after the expiration of its validity the client can not change this term.

6.3.4 Experiences organized in an exclusive term are held at a predetermined date. The reservation can not be cancelled by the recipient of the service. The client will be informed of this fact when purchasing the service, and this information will be included in the accompanying letter attached to the voucher.

b) Seller, service provider:

6.3.5 The provider is entitled to cancel the reservation service no later than 3 working days before the scheduled date of the service (in working hours until 6PM CET). In this case, the customer has the right to negotiate a new term. If, in this situation, it is not possible to book the experience under the validity of the voucher, the service provider will extend the validity period of the voucher so that it can be booked as soon as possible.

6.3.6 Cancellation made by the provider later than the above-mentioned time limit establishes the right of the recipient of the service to compensate for damages incurred directly in connection with the cancellation of the reservation (e.g. expeditiously spent transport costs to the place of provision of the service), up to a maximum of the price of the service ordered. In this case, the recipient of the service is entitled to negotiate a new term within the validity of the certificate / voucher, or if the possible deadline is not within the validity of the voucher, the earliest possible date.

6.3.7 However, if the reservation is cancelled due to force majeure (especially weather, if it affects the provision of a service, etc.), the recipient of the service is entitled to negotiate a new term within the validity of the certificate / voucher. If the possible date is not within the validity of the certificate / voucher, then the next earliest possible date for both parties. However, the customer is not entitled to compensation for damages incurred in connection with the cancellation of such given reservation (e.g. travel expenses, cost of hotel and such).

Experiences organized in an exclusive term are held at a predetermined date. The exclusive term may be canceled by the provider (due to force majeure = weather, etc.) and moved to another date. The client will be informed of the procedure in such situations when purchasing



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the service and the information will be included in the letter accompanying the certificate / voucher.

Some services are subject to a specific cancellation policy. Their wording is always in the accompanying letter, which is part of the ordered experience.

7.1 The buyer is obliged to appear at his own expense at the agreed time on the place where the service is provided.

7.2 The buyer is required to come to the place of service with a voucher for this experience designated (ie, with a number identical to the voucher number in an e-mail binding reservation) and deliver the voucher to the seller (or his / her representative / subcontractor / responsible person) . If the recipient of the service fails to submit a voucher prior to the service, the reservation will be considered as late canceled / unsupervised by the buyer, the same consequences as if the recipient of the service did not appear.

## 8. Withdrawal from the contractual relationship

8.1 The service provider is entitled to withdraw immediately from the contract in the following cases:

- In the event of a cancellation by the service providers of the required service. The service provider is obliged to inform service providers about the cancellation of the service at the latest when requesting the service reservation. In this case, the customer of the service is entitled to a refund of the price paid. The parties are also entitled to agree to provide a replacement service in the value of the service originally contracted.
- Due to the gross violation of the obligations of the recipient of the services resulting from the concluded contract. In that case, the service provider is entitled to reimbursement of the costs incurred in connection with the performance of the contract, fixed at a flat rate of 30% of the service price.

8.2 The customer has the right to withdraw immediately from the contract as follows:

- In the event of a gross breach of the service provider's obligations under the contract.
- The buyer who is a consumer has the right to withdraw from the contract within 14 days of the receipt of the transaction if the contract was concluded long distance (Internet, e-mail, telephone) without giving any reason and without any sanction. If the



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customer decides to exercise this right, the withdrawal must be sent to the service provider no later than the 14th day after the receipt of the voucher. However, the buyer who is a consumer can not withdraw from the contracts in the cases provided for in Section 1837 of the Civil Code (Act No. 89/2012 Coll., As amended).

- Should the consumer withdraw from the contract in accordance with Article 8.2 of these commercial practices and yet, on the basis of the information made available, he or she will use or allow it to be used by a third party, he is obliged to compensate the service provider for the damage caused thereby.

## 9. Complaints

9.1 The service provider is obliged to provide the buyer with the services specified in the gift package in accordance with the concluded contract, these terms and conditions and generally binding legal regulations.

9.2 If the service provider fails to perform its obligations under the contract properly and in time, the buyer shall be obliged to claim defects of the service provided by the provider without undue delay, but no later than 14 calendar days after termination of service. If the service had not been provided at all, the buyer is obliged to claim the defects without undue delay, but not later than 3 months from the first day on which the service was to be provided (or back to back services should have been commenced).

9.3 The buyer is obliged to file a complaint, is required to provide the voucher number and to describe the defects of the provided service.

9.4 The service provider shall make a claim without undue delay, but at the latest within 30 days of the day of its proper application. In the event of a turned down complaint, the service provider will issue a written explanation to the customer / buyer (written form for the purposes of complaint management is also an email form).

9.5 If the service provider fails to deliver a voucher to the purchaser (recipient of the service), the purchaser (recipient of the service) is required to claim the service provider without undue delay.

9.6 If the buyer duly applies a legitimate claim, he / she has the right to remove the defects of the service provided and, if this is not possible, has the right to a reasonable discount on the price, compensation, or he may withdraw from the contract. If the conditions for withdrawal are due to the service provider, the recipient of the service is entitled to a refund of the service price paid.

## 10. Protection of buyer's personal data

10.1 Protection of the buyer's personal data is provided accordingly with GDPR regulations on the protection of personal data.



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10.2. The buyer agrees to process these personal data: name and surname, address, identification number, tax identification number, e-mail address, telephone number (hereinafter collectively referred to as "personal data").

10.3. The buyer agrees to the processing of personal data by the seller for the purpose of realizing the rights and obligations of the purchase agreement, for the purposes of maintaining a user account and for the purpose of sending information and commercial communications to the buyer.

10.4. The buyer notes that they are required to state their personal details (when registering, in their user account, when ordering from the web interface of the store), to state correctly and truthfully and to inform the seller of any change in their personal data without undue delay.

10.5 By processing the buyer's personal data, the seller may assign a third party as a processor. Personal data will not be passed on to third parties without the buyer's prior consent.

10.6 Personal data will be processed indefinitely. Personal data will be processed in electronic form in an automated manner or in a printed form in a non-automated manner.

10.7 The buyer confirms that the personal data provided are accurate and that he / she has been advised that this is a voluntary provision of personal data.

10.8. Should the buyer believe that the seller or processor (Article 10.5) carries out the processing of his or her personal data that is contrary to the protection of the buyer's private and personal life or contrary to law, in particular if personal data are inaccurate with regard to the purpose of their processing, they may:

10.8.1 ask the seller or processor for an explanation,

10.8.2. require the seller or processor to remove the resulting condition. In particular, it may be blocking, repairing, supplementing or disposing of personal data. If the buyer's request under the preceding sentence is found to be justified, the seller or processor shall immediately remove the defective condition. If the seller or processor fails to comply with the request, the buyer has the right to contact the Data Protection Authority directly. This provision is without prejudice to the purchaser's right to contact the Office for Personal Data Protection directly.

10.9 If the buyer asks for information about the processing of his or her personal data, the seller is obliged to pass on this information. Seller has the right to provide information under the previous sentence to request reasonable compensation not exceeding the costs necessary to provide the information.





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11.1 The buyer agrees to receive information related to the seller's goods, services, or business through the buyer's electronic address, and also agrees to be sent the sales announcements to their electronic address.

11.2 The buyer agrees to store so-called cookies on their computer. If the purchase on the website is possible and the seller's obligations under the purchase contract are fulfilled without the so-called cookies being stored on the purchaser's computer, the buyer may withdraw the consent under the previous sentence at any time.

12.1 Unless otherwise agreed, any correspondence relating to the purchase agreement shall be delivered to the other party in writing, by e-mail, in person or by registered postal service provider (at the option of the sender). The buyer's given e-mail address is used in such cases of correspondence.

13.1. If the relationship related to the use of the website or the legal relationship established by the purchase agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights deriving from generally binding legislation.

13.2 The seller is authorized to sell the goods on the basis of a trade license and the seller's business is not subject to any other authorization. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office.

13.3 If any provision of the terms and conditions is invalid or ineffective, or should it occur, instead of invalid clauses, a provision will be introduced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions. Changes and additions to the sales contract or terms and conditions require a written form.

13.4 The purchase agreement, including the business terms and conditions, is archived by the seller in an electronic form and is not accessible.

13.5. Seller's contact details: delivery address:

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E-mail: [info@tankodrommilovice.cz](mailto:info@tankodrommilovice.cz)



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