

# General Terms and Conditions

The General Terms and Conditions (hereinafter referred to as "GTC") of the Operator of the [www.goldfingers.cz](http://www.goldfingers.cz) website, which are set out below in sections I. to XII. These terms and conditions are a contractual part of the service commissioned by you (hereinafter referred to as "Client"). The Terms and Conditions also apply to future transactions, even if they are not expressly referred to in a particular case. Client's terms and conditions that have different wording will be void. Side agreements, changes to agreements or cancellations of agreements must be made in writing and confirmed by the Operator.

The Client acknowledges these terms and conditions and by making a booking agrees to abide by them.

## Definition:

The operator of [www.goldfingers.cz](http://www.goldfingers.cz) is Addland Ltd.

Synkovská 1327/6, Prague 6, ID No.: 27253589, VAT No.: CZ27253589, (hereinafter referred to as the "Operator").

[www.goldfingers.cz](http://www.goldfingers.cz) - the website of the Goldfingers Club, on the basis of which it is possible to book a place in the club, and where the Operator provides information about its activities and sells entertainment events (hereinafter referred to as the "website" or "online services");

**Activity** - a service, an item for sale of entertainment, social or sporting events provided by the Operator or facilitated by the Operator;

**Client** - a consumer. Group Organiser, i.e. a natural person acting on his/her own behalf or on behalf of a business, the person ordering the Activity and entertainment event;

**Price** - the total price for the services ordered through [www.goldfingers.cz](http://www.goldfingers.cz).

**Information voucher** - a summary of the reservation made by the Client. It contains details such as the type of activity booked, number of people, exact date, the amount of the Price and other relevant information.

**Confirmation voucher** - this is a confirmation of the activity contract sent by email, which contains summary information regarding the activities booked, the date and time of the selected activities, the number of people, contact details and final terms.

## I. Contractual relationship

The contractual relationship between the Operator and the Client is established on the basis of a binding booking and payment of the full amount for the booked Activities or payment of a deposit according to the terms and conditions set out below.

## II. Prices, booking confirmation, deposit

- The prices are set according to the valid price list, possibly by verbal or written agreement between the Operator and the Client. However, the price is always subsequently confirmed by email.

- The Client makes reservations using the reservation system, by e-mail or by telephone. An Information Voucher with the time and date of the services ordered and the amount of the deposit will be issued to the Client.
- The amount of the deposit is determined by the Operator.
- The booking is confirmed after approval by the Operator and payment of the deposit by the Client by bank transfer to the Operator's account or via PayPal.
- After payment, the Client will be sent a Confirmation Voucher with the exact date and time of the booked activities.
- The remaining part of the Price (if 100% of the Price has not been prepaid) will be paid to the Operator's representative prior to the booked Activity.

### **III. Withdrawal from the contract by the Client**

Once a reservation has been made for a specific time and date and the deposit has been paid, it is not possible to withdraw from the contract with the Operator and the Client is not entitled to a refund of the deposit, since according to Section 1837(j) of Act No. 89/2012 Coll. Civil Code, the consumer cannot withdraw from a contract concluded by distance and from obligations under contracts concluded outside commercial premises when the subject of the provision of services is accommodation, transport, catering or leisure, if the Operator provides these services at the specified time, while the contract between the Client and the Operator constitutes a contract under which the selling entrepreneur undertakes to provide a leisure service, i.e. the Activity, at the agreed time, or the period of the activity.

### **IV. Conditions for cancellation of bookings**

Unless otherwise agreed in writing with the Operator, the following cancellation conditions apply:

- 30 days or more before the reservation date - cancellation fee 0,-
- 29 - 3 days before the reservation date - 50% cancellation fee
- 2 days or less before the reservation - 100% cancellation fee

### **V. Guarantee of the number of participants**

The Client acknowledges that the Operator needs an accurate indication of the number of persons attending. In the event of a reduction in the number of persons, the same cancellation policy for individuals as stated in clause IV. GTC. The Client is obliged to inform the Company of the change in the number of persons at least 1 day before the Activity. The guaranteed number of persons may be increased on the day of the Activity. In such case, the full amount for the ordered service will be paid additionally according to the previously agreed Price for the increased number of persons. If the Client does not notify the Operator of the increase in the number of persons at least 1 day prior to the ordered service, the Operator may not provide the ordered service to persons not pre-registered.

### **VI. Changes and cancellation of services provided**

The Operator reserves the right to make changes to the services provided:

- due to adverse weather conditions,
- as a result of technical failures beyond the Operator's control,

- as a result of a threat to the safety of the Clients.

If the Operator is unable to provide the ordered services according to the negotiated agreement due to its own fault, the Client will be offered an alternative program. If the Client does not agree to the alternative programme, the full amount will be refunded.

## **VII. Responsibility for the safety of Clients**

The Operator is not liable for injuries during the Activities offered and organized by the Operator. Each Client participates in the Activity at his/her own risk. The Client is obliged to follow the instructions of the responsible instructor, guide, driver and other responsible personnel. The Operator, its agents and its representatives have the right to

Exclude the Client or a member of his/her group from attending a particular programme if the Client is found to be under the influence of alcohol or other intoxicants. For this purpose, the Operator is entitled to conduct a breath test of the Client or a member of his/her group. In the event of refusal, he/she shall write a record of the Client's condition in the presence of witnesses.

Exclusion or failure to complete the program for the above reasons shall not be considered a failure of the Operator to provide services.

## **VIII. Liability in case of damage**

The Client shall be liable for all damages caused to the Operator as well as for damages caused by members of the Client's group and shall compensate the Operator in full for such damages.

The Operator shall only be liable for damages for which the Operator is clearly and demonstrably at fault.

In no event shall the Operator be liable for damages caused by a third party.

The Client shall be liable for all damages caused by external suppliers of the Operator as well as for damages caused by individuals in the Client's group. The Client shall compensate the Operator's external supplier for these damages in full.

## **IX. Complaints about the Operator's services**

If the Client has reservations about the services provided during their implementation, it is necessary to immediately contact the responsible person with the reservation.

## **X. Withdrawal from the contract by the Operator**

The Operator is entitled to terminate the contractual relationship at any time when:

- The Client repeatedly violates the instructions of the company personnel. He/she destroys the Operator's property or the property of the contractors.
- If at least one of the members of the Client's group is a minor and the ordered service by its nature only allows participation by persons of legal age.
- Force majeure or other extraordinary circumstances for which the Operator is not responsible make the performance of the contract impossible. The Client will be provided with an alternative date or an alternative programme.

The Client is not entitled to claim compensation in these cases.

## **XI. Dispute Resolution**

In the event that a consumer dispute arises between the Operator and the Client under a purchase contract or a contract for the provision of services, which cannot be resolved by mutual agreement, the Client may submit a proposal for out-of-court settlement of such dispute to the designated entity for out-of-court settlement of consumer disputes, which is

Česká obchodní inspekce  
Ústřední inspektorát – oddělení ADR  
Štěpánská 15  
120 00 Praha 2

The consumer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

## **XII. Protection of personal data**

By filling in the data at the time of booking, the Client agrees to the processing of personal data in accordance with § 5 of the Personal Data Protection Act No. 101/2000 Coll. The Operator undertakes that the personal data provided by the Client through registration will not be provided to third parties without the consent of the owner of this data and will not be used for commercial offers unrelated to the promotion of the website [www.goldfingers.cz](http://www.goldfingers.cz). Exceptions are external suppliers, to whom the personal data of Clients are given to the minimum extent necessary for the smooth operation of the Activity. At the same time, the Operator undertakes to delete the Customer's personal data from its database at any time at the Customer's request.

## **XIII. Final Provisions, which the Client undertakes to inform all members of the Group.**

The Client undertakes that he and the entire Group will comply with the instructions of the company personnel as well as those of external suppliers. They will not destroy the property of the Operator or external contractors and in the event of damage caused by the Client's conduct, or the conduct of any member of the Client's group, the Client assumes all responsibility for payment thereof. All participants in the activities must be of legal age. In the case of evening activities, external service providers reserve the right to

not provide the service in the event that the Client commits a breach of the rules - i.e. inappropriate dress, heavy influence of alcohol or other intoxicants, aggressive behaviour, etc.

By bindingly ordering the service, the Client confirms that he/she has read in detail the General Terms and Conditions of the Website Operator [www.goldfingers.cz](http://www.goldfingers.cz) and agrees to them unconditionally.

This document is valid and effective as of 1 January 2024.