

GENERAL TERMS AND CONDITIONS

EP Kids, z.s.

1. Introductory Provisions

1.1 These GENERAL TERMS AND CONDITIONS (the "**GTC**") of the Association **EP Kids, z.s.**, ID No. 27018997, with its registered office at Pařížská 130/26, Josefov, 110 00 Prague 1, registered in the Register of Associations under file No. L 16293/MSPH, mobile phone: +420 728 770 546,

e-mail: office@epfamily.cz

(the "**Association**"), shall apply to legal relations arising from the provision of services as defined below between the Association (as the service provider) and a natural person (consumer¹) who has ordered a service from the Association (the "**Customer**") (jointly the "**Parties**").

1.2 For the purposes of these GTC, service means:

- a. Seminars
- b. Weekend events for children
- c. Yoga classes
- d. Club activities for children
- e. Day camps
- f. Birthday parties
- g. Use of the coworking space
- h. Sublease of the premises (the "**Service**" or "**Services**").

1.3 The Services are provided at Jankovcova 1566, Holešovice, Prague 7 (the "**Place of Service Provision**") unless another place of service provision is agreed in writing between the Parties.

1.4 The website operated by the Association is not intended to provide services to persons below the age of 16 years. Where the child is below the age of 16 years the Association needs consent by the holder of parental responsibility over the child.

2. Service Reservation and Contract Conclusion

2.1 The Customer makes a reservation for the requested Service in person at the Place of Service Provision, or via the online reservation system, form, or via the e-mail address office@epfamily.cz. By requesting a

reservation, the Customer agrees to these GTC. Information on how to book a Service is available at www.epfamily.cz. The Service is booked at the moment when the representative of the Association confirms the selected Service and service date to the Customer in person; if booking is made via the online reservation system, the service is booked when the online reservation system confirms the selected Service and service date to the Customer or the selected Service and service date is confirmed via the Association's e-mail. If the Service is booked via the online reservation system, form and email address, the Customer will receive a confirmation of the reservation from the Association's email.

2.2 The service provision contract (the "**Contract**") is concluded at the moment the Service is booked. The conclusion of the Contract creates an obligation of the Customer to pay the price for the Service. In the case of coworking and sublease of premises, a sublease contract (the "**Contract**") is concluded. As the contract consists of the booking confirmation (verbal or written) and these GTC, the Customer has access to the Contract.

2.3 In the case of day camps, these GTC apply to the booking of the Service and paying the price of day camp; the rights and obligations of the Parties, are governed by a separate contract for the child's participation in the day camp, the wording of the contract is available in the website www.epfamily.cz

2.4 The Contract shall be concluded in Czech.

3. Service Price and Payment Terms

3.1 The website www.epfamily.cz always lists the current service prices. The service price is in CZK only.

3.2 The agreed service price is the price stated in the Contract. The Customer undertakes to pay the service price no later than before the start of the

¹ The term consumer is defined in Section 419 of the Civil Code

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- Service. Unless the Customer withdraws from the Contract under these GTC or opts out of participation (use) of the Service 12 hours in advance, the obligation to pay the service price continues to exist, and the Customer undertakes to pay the service price within 7 days of the date on which the Service should have been provided or the next time the Service is provided, whichever comes first.
- 3.3 If a pricing error is detected, the administrator will contact the Customer to allow the Customer to confirm the Service and date reservation with the correct price or cancel it. The Association is not obliged to provide any service to the Customer at an incorrect lower price (even if the Contract has already been concluded) if the pricing error is obvious and unquestionable and could have been recognised by the Customer as incorrect. If the Customer cannot be contacted, the Association may withdraw from the Contract by sending a withdrawal notice to the Customer's e-mail address. All amounts paid will be refunded to the Customer in full without undue delay, always within 14 days of the date of termination of the Contract.
- 3.4 The service price is paid by cashless payment at the Place of Service Provision at the latest before the start of the Service, using the generated QR code for the respective Service.
- 3.5 The service price is paid at the moment when the relevant amount is credited to the account of the Association.
- 3.6 The Customer undertakes to pay the day camp price according to the conditions set by the Association after the booking confirmation.
- 4. Obligations of the Customer**
- 4.1 During the implementation (provision) of the Service by the Association, the Customer is obliged to follow the instructions of the Association (representatives of the Association, teachers, persons providing Services).
- 4.2 The Customer is obliged to comply with the Rules of Operation, which are available at www.epfamily.cz and at the Place of Service Provision. By concluding the Contract, the Customer confirms that they are familiar with the Rules of Operation. The current version of the Rules of Operation is available at www.epfamily.cz and at the Place of Service Provision. The Customer undertakes to familiarize themselves with the current version of the Rules of Operation and to comply with them.
- 4.3 The Customer acknowledges that it is prohibited to smoke, bring or consume alcohol (addictive and narcotic substances) or enter the Place of Service Provision under the influence of alcohol (addictive and narcotic substances).
- 4.4 During the provision of the Service, the Customer shall not (i.) interfere with the Service provided or (ii.) disturb other customers by inappropriate behaviour and (iii.) observe the principles of hygiene and good behaviour.
- 4.5 Provided that the health condition does not allow the Customer to continue to participate in the Service provided or such continuation could endanger their health condition, they are obliged to notify the Association (representative of the Association, teacher, person providing the Service) and terminate their participation in the Service immediately.
- 4.6 The Customer is obliged to store their belongings in a designated place.
- 4.7 The Association is entitled to exclude any Customer from participation in the Service if they repeatedly or grossly violate their obligations under the GTC. In this case, the Customer is obliged to leave the Place of Service Provision immediately.
- 5. Liability for Damages**
- 5.1 The Customer is liable for any damage caused to the Association or any third party in connection with their participation in the Service provided.
- 5.2 The Association is liable to the Customer for damages if such

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damage has been caused by an employee of the Association or a person providing Services on behalf the Association.

- 5.3 The Association is not liable for any damages caused by the Customer intentionally, negligently or by overestimating their physical condition.
- 5.4 The Association is not liable for any damages caused as a result of failure to comply with the obligations under Article 4 of the GTC.
- 5.5 The Association is not liable for any damages caused by force majeure according to Section 2913 (2) of the Civil Code².

6. Complaints

- 6.1 The Customer shall notify the Association of any service complaints detected without undue delay after such detection. For this purpose, the contact details of the Association given in Article 1.1 of these GTC or at the Place of Service Provision shall be used.
- 6.2 For the purpose of reporting a complaint, the complaint form available at www.epfamily.cz can be used, or any identified discrepancies can be reported in writing or orally. If the complaint is made orally, a complaint form shall be drawn up.
- 6.3 The handling of complaints is governed by the relevant provisions of the Civil Code.

7. Termination of the Contract and Contractual Penalty

- 7.1 The Contract may be terminated by agreement, with confirmation sent to the Customer's e-mail address.
- 7.2 The Contract may be terminated by withdrawal by the Association:
- The Association may withdraw from the Contract if circumstances beyond its control prevent it from providing the Services on the agreed date and no other date can be arranged. In this case, the Customer is entitled to a refund of the service price paid or the unused portion

thereof, within 14 days from the date of receipt of the withdrawal notice.

- The Association may withdraw from the Contract due to a breach of the Customer's obligations under Article 4 of the GTC. In this case, the Customer agrees to pay the Association a contractual penalty in the amount of the service price paid or the unused portion thereof, within 14 days from the date of receipt of the withdrawal notice by the Customer. Such penalty shall be set off against the Customer's claim for a refund of the service price (or part thereof).

7.3 The Contract may be terminated by withdrawal by the Customer:

- If the Contract is concluded remotely, i.e. via the online reservation system or via the e-mail address office@epfamily.cz (distance contract), the Customer has the right to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the Contract. In this case, the Customer is entitled to a refund of the service price paid, within 14 days from the date of receipt of the withdrawal notice. In order to meet the withdrawal deadline, it is sufficient to send the withdrawal notice before the expiry of the relevant deadline. The Customer is entitled to withdraw from the Contract by any unambiguous statement addressed to the contact details of the Association, or, at their choice, to use the model withdrawal form, the text of which is available at www.epfamily.cz. If the

² Act No. 89/2012 Coll., Civil Code

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Customer has entered into a distance contract, the provision of which ends before the expiry of the 14-day period, they agree that they do not have the right of withdrawal once the Service has been provided.

- b. The Customer may withdraw from the Contract if the Association is unable to provide the Service on the date agreed in the Contract and no other date has been agreed between the Parties. In this case, the Customer is entitled to a refund of the service price paid or the unused portion thereof, within 14 days from the date of receipt of the withdrawal notice by the Association.
 - c. The Customer has the right to withdraw from the Contract in the event of a material breach of the Association's obligations under these GTC. In this case, the Customer is entitled to a refund of the service price paid or the unused portion thereof, within 14 days from the date of receipt of the withdrawal notice by the Association.
- 7.4 Withdrawal from the Contract is effective upon receipt of the notice of withdrawal by the other party. The notice of withdrawal must specifically state the reason for withdrawal; this does not apply to withdrawal from a distance contract. Withdrawal from the Contract terminates all rights and obligations of the Parties under the Contract, except for the right to compensation for damages and to payment of a contractual penalty. The withdrawal notice may be delivered via the postal service provider to the Place of Service Provision, to the registered office of the Association, to the address provided by the Customer, to the Association's e-mail address office@epfamily.cz, to the Customer's e-mail address specified in the Contract, or, in the event of a

change, to the last e-mail address provided by the Customer.

8. Special Arrangements for Coworking and Sublease of Premises

- 8.1 The Customer is entitled to book a place (chair) in the coworking space or sublease an entire specific space (the "**Sublease**").
- 8.2 The purpose, date and time of the Sublease shall be confirmed in the reservation.
- 8.3 The Association shall arrange for the key(s) or access card(s) to be handed over to the Customer if the Customer shall also receive the key(s) or access card(s) to the subleased premises.
- 8.4 The Customer is obliged to return the key(s) or access card(s) to the Association at the end of the sublease if the Customer has also received key(s) or access card(s) to the subleased premises.
- 8.5 The Customer is not entitled to give the object of sublease to a third party for use (sub-sublease) without the prior written consent of the Association.
- 8.6 The Customer is not entitled to use the subject of the sublease for any purpose other than that confirmed in the reservation.
- 8.7 It is forbidden to use the subject of the sublease in particular for the purpose of appointments, business meetings, personal interviews, casting or other activities resulting in random arrivals and departures of unauthorized persons to and from the subject of the sublease, without the prior written consent of the Association.
- 8.8 The Customer undertakes to keep the subject of the sublease and the building in which the subject of the sublease is located (the "**Building**") clean and tidy and to behave in such a way as not to cause damage or disturb other people using the subject of the sublease or other spaces in the Building. In this connection, it is forbidden to eat or consume food in the subject of the sublease. The Customer is liable for any damages arising from the use of the subject the sublease.

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- 8.9 The Customer is not entitled to make any construction and layout modifications (manipulation of furniture) or to remove items that form part of the equipment from the subject of the sublease.
- 8.10 It is forbidden to smoke, bring or consume alcohol (addictive and narcotic substances) in or enter the subject of the sublease under the influence of alcohol (addictive and narcotic substances).
- 8.11 The Customer does not have the right to place their registered office in the subject of the sublease, nor to use the address of the subject of the sublease as their contact address.
- 8.12 The Customer acknowledges that it is not permitted to leave any movable items in the subject of the sublease. The Provider shall not be liable for any loss thereof.
- 9. Privacy**
- 9.1 The Association, as the personal data controller, hereby informs you about the means and scope of personal data processing by the Association, including the scope of data subject rights related to the processing. Personal data processing notice is available in the Personal Data Protection section at www.epfamily.cz.
- 10. Final Provisions**
- 10.1 The Customer is obliged to notify the Association of any change in the personal data relevant to service provision without undue delay after the change has occurred.
- 10.2 The Association will send all documents to the e-mail address specified in the Contract or, in the event of a change, to the last e-mail address provided. The e-mail is considered delivered when it is sent to the Customer's e-mail address.
- 10.3 The Association is entitled to change or modify these GTC at any time, and the new version shall become effective on the date of publication of the GTC on www.epfamily.cz and at the Place of Service Provision. If the Contract is concluded prior to the new GTC coming into force, the GTC in force and effective at the time of conclusion of the Contract shall apply. The provisions of Article 4.2 of the GTC apply to amendments to the Rules of Operation.
- 10.4 Any invalidity or ineffectiveness of any provision of these GTC shall not affect the validity and effectiveness of the remaining provisions of these GTC.
- 10.5 The Czech Trade Inspection Authority <https://www.coi.cz/mimosoudni-reseni-spotrebitelskych-sporu-adr/> is the competent authority for resolving out-of-court consumer disputes.
- 10.6 All contractual relations arising from these GTC are governed by the law of the Czech Republic.
- 10.7 These GTC are written in the Czech language.
- 10.8 These GTC become valid and effective on 21 March 2024.