

# General Terms and Conditions for Ticket Sale

of LeMi e-shop s.r.o.

with its registered office at Hnězdenská 587/18, 181 00 Praha 8 - Troja, Czech Republic,

company ID: 11663570,

entered in the Commercial Register administered by the Municipal Court in Prague, section C, file

352199 173878, regarding the sale of goods (tickets) via the e-shop located at the URL

[vstupenky.muzeumlega.cz](http://vstupenky.muzeumlega.cz).

## Initial clauses

1. These general terms and conditions (hereinafter referred to as the “General Conditions”) of LeMi CZ s.r.o., with its registered office at Hnězdenská 587/18, 181 00 Praha 8 - Troja, Czech Republic, company ID: 24783111, entered in the Commercial Register administered by the Municipal Court in Prague, section C, file 173878 (hereinafter referred to as the “Seller”) govern the parties’ respective rights and obligations arising from or in connection with the purchase contract (hereinafter referred to as the “Purchase Contract”) concluded between the Seller and another natural person (hereinafter referred to as the “Buyer”) via the Seller’s e-shop in accordance with the provisions of Section 1751, paragraph 1 of Act no. 89/2012 Coll., Civil Code (hereinafter referred to as the “Civil Code”). The Seller’s e-shop is located at the URL [vstupenky.muzeumlega.cz](http://vstupenky.muzeumlega.cz) (hereinafter referred to as the “Webpage”).
2. These General Conditions including the refund policy regulate the rights and obligations of the Seller and Buyer in connection with the sale of tickets via the e-shop on the Webpage.
3. “To contact the Seller” shall be understood to mean “to contact an authorized representative of the Seller using either a specific phone number or e-mail address of an authorized representative, provided these are available to the Buyer, or the general phone or e-mail contact given on the Webpage”.
4. These General Conditions are an integral part of the purchase contract concluded between the Seller and the Buyer. By purchasing the tickets, the Buyer agrees that he or she has read these General Conditions and understands that these General Conditions are part of the contract between him or her and the Seller.

## Subject of the contract

1. The subject of the contract is the Seller’s obligation to supply to the Buyer the requested number of tickets for the Event selected by the Buyer, and the obligation of the Buyer to pay the price of the tickets to the Seller.

2. The Purchase Contract between the parties is concluded when the Buyer pays for the requested tickets.
3. After the Buyer pays for the tickets, the Seller is committed to delivering the tickets to the Buyer without unreasonable delay. If the Buyer purchases the tickets via the e-shop, they will be delivered in electronic form to the e-mail address submitted by the Buyer. The Buyer is not entitled to receive the tickets until he or she pays the full amount of the ticket price to the Seller's bank account.
4. All of the Seller's obligations arising from the Purchase Contract are met once the ordered tickets are delivered to the Buyer.
5. The tickets shall not be sent by post (including cash on delivery).

## **Rights and obligations of the parties in relation to the Museum**

1. The Events for which the tickets are sold are organized by the Seller. The purchase of the tickets for these Events creates a legal relationship between the Buyer and the Seller
2. By purchasing the ticket, the Buyer commits to adhere to the organizer's rules of the Museum and to the rules and regulations of the venue where the Museum takes place.
3. By purchasing the ticket, the Buyer acknowledges that the programme, date and location of the Museum may be subject to change.

## **Terms and conditions for ticket purchase and payment**

1. The price of each ticket is indicated with each Museum. Any additional costs (if applicable) are given as well.
2. When purchasing tickets via the Webpage, there are only two payment options:
  1. payment by card that is enabled for online payments;
  2. payment by wire transfer to the Seller's bank account.
3. The Seller shall not be liable for any costs incurred by the Buyer that emerge from the relationship of the Buyer and the bank that issued the Buyer's payment card or maintains the Buyer's bank account.
4. The tickets shall not be sent by post (including cash on delivery).

## **Withdrawal from the contract**

1. In accordance with the provisions of Section 1837, letter j) of Act no. 89/2012 Coll., the Civil Code, as last amended, the Buyer is not entitled to withdraw from the contract concluded between the Seller and Buyer in accordance with the provisions of Section 1829 of the Civil

Code (withdrawal from the contract within 14 days without giving any reason) due to the fact that this is a contract on leisure time activities and the Event takes place in a specified timeframe.

## **Refund policy**

1. All claims and complaints regarding tickets purchased via the Webpage are governed by these General Conditions and by the refund policy as specified in this section.
2. The Buyer is entitled to be refunded the full ticket price only under the conditions specified below.
3. The Buyer is not entitled to ticket replacement. If the ticket is damaged, destroyed, lost or stolen, it shall not be replaced by a new one and the Buyer shall not be refunded.
4. The Seller shall not be liable for failed delivery of the ticket due to causes on the part of the Buyer, e.g. when the delivery to the Buyer's e-mail address fails due to a full mailbox, spam filter etc.
5. If the Buyer has not received the ticket within two hours following the payment, i.e. two hours after the full ticket price is credited to the Seller's account, the Buyer must contact the Seller immediately, within 48 hours at the latest, starting with the end of the above-mentioned period for ticket delivery, and inform the Seller that the Buyer has not received the purchased ticket. For identification purposes, the Buyer must give the Seller the name and the e-mail address he or she filled out when purchasing the ticket.
6. If the Seller, as the organizer of the Event, cancels the Event altogether, the Buyer will be informed about the cancellation using the contact information provided (e-mail, phone number, address, fax etc.). The Seller shall not be held responsible if the buyer cannot be reached in time or if the notice of cancellation is sent in time but received with a delay.

## **Concluding clauses**

1. If any provision of these General Conditions proves to be invalid or ineffective, the validity and effectiveness of the remaining provisions of these General Conditions and refund policy shall not be affected. The invalid or ineffective provision is separable from the remaining provisions.
2. The Seller may change these General Conditions at any time.
3. All the provisions that are part of these General Conditions including the refund policy, as well as the contractual relationship between the Buyer and the Seller are governed by the Czech law.

In Prague on 20 June 2020