

# TERMS AND CONDITIONS

## I. Introductory provisions

1.1 These general terms and conditions (hereinafter referred to as the "Terms and Conditions") in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), govern the rights and obligations of the contracting parties arising in connection with the use of the website at [adrspasskeskaly.cz/online-vstupenky](http://adrspasskeskaly.cz/online-vstupenky) (hereinafter referred to as the "Website"), in particular legal relationships arising in connection with or on the basis of a contract concluded between Technické služby Adršpach, s.r.o., ID No.: 252 99 115, with its registered office at Horní Adršpach 128, 549 52 Adršpach, registered in the Commercial Register kept by the Regional Court in Hradec Králové under file no. C 14110 (hereinafter referred to as "TS Adršpach"), as the operator of the Website and the Tourist Route, and the customer of the Website, and further in particular legal relationships arising in connection with or on the basis of a contract concluded between the municipality of Adršpach, ID No.: 006 53 560, Horní Adršpach 128, 549 52 Adršpach (hereinafter referred to as the "Municipality of Adršpach"), as the operator of the parking lot, and the customer of the Website.

### 1.2 Contact details of TS Adršpach:

Address: Horní Adršpach 128, 549 52 Adršpach

Email: [info@adrspasskeskaly.cz](mailto:info@adrspasskeskaly.cz)

Phone: +420 731 151 656

### 1.3 Contact details of the Municipality of Adršpach:

Address: Horní Adršpach 128, 549 52 Adršpach

Email: [ou1@obecadrspach.cz](mailto:ou1@obecadrspach.cz)

Phone: +420 491 586 038

1.4 An entrepreneur is a person who, in accordance with the provisions of Section 420 et seq. of the Civil Code, carries out profit-making activities on their own account and responsibility through business or similar means with the intention of doing so systematically in order to achieve a profit. For the purposes of consumer protection, any person who concludes contracts related to their own business, production or similar activities, or who acts in the course of their own profession or on behalf of or on the account of an entrepreneur, and any person registered in the Commercial Register is also considered an entrepreneur (hereinafter referred to as the "Entrepreneur").

1.5 A consumer is any person who, when concluding a contract or negotiating with the seller within the meaning of Section 419 of the Civil Code, acts outside the scope of their business or outside the scope of their independent professional activity (hereinafter referred to as the "Consumer").

1.6 A "Customer" is a user of the Website who enters into a contract with TS Adršpach or the Municipality of Adršpach through the Website.

1.7 The operator of the guided tour circuit in the Adršpach-Teplice Rocks National Nature Reserve (hereinafter referred to as the "Guided Tour Circuit") is TS Adršpach.

1.8 The owner of the parking lot (hereinafter referred to as the "Parking Lot") is the Municipality of Adršpach.

1.9 Entry to the Tourist circuit and access to the parking lot are subject to a fee. The entrance fee is used for maintenance and repairs of visitor infrastructure and to ensure the operation of the Tourist Circuit and parking lot. The ticket represents compensation for the use of the Tourist Circuit. Tickets for the Tourist Circuit and permits for parking on the parking lot can be purchased online via the Web portal or in person at the location. TS Adršpach operates the Web portal for the purpose of selling Online tickets to the Tourist Circuit (hereinafter referred to as "Online ticket") and online permits for parking on the parking lot (hereinafter referred to as "Online parking permit").

1.10 Access to the Tourist Circuit will only be allowed upon presentation of a valid ticket. The visitor is required to have the ticket with them at all times during their visit to the Tourist Circuit, either in printed or electronic form, so that it can be machine-readable using QR code reader. The visitor may be asked at any time during their visit to the Tourist Circuit by park guards or other persons authorized by TS Adršpach to present a valid ticket.

1.11 These Terms and Conditions and Information on Personal Data Processing are an integral part of any contract concluded through the Web Portal between TS Adršpach and the Customer or between the Municipality of Adršpach and the Customer. By submitting an order, the Customer confirms that they have previously read these Terms and Conditions at <https://www.adrspasskeskaly.cz/en/obchodni-podminky> and Information on Personal Data Processing at <https://www.adrspasskeskaly.cz/en/osobni-udaje>.

## **II. Order, Contract Conclusion - Online Ticket**

2.1 The parties to the contract for the purchase of an Online Ticket are TS Adršpach and the Customer. The purchaser who is over 16 years of age (always provided that the conclusion of the contract for the purchase of an Online Ticket is reasonable given their mental and volitional maturity) or a legal entity is entitled to conclude the contract for the purchase of an Online Ticket.

2.2 In case the discounted price of an Online ticket is subject to certain conditions, the person using this Online ticket is obliged to prove the fulfillment of the stated conditions upon request by the authorized person of TS Adršpach. The discounted price of the Online ticket can be used in the following cases under the stated conditions:

Children aged 3 to 15 (i.e. from the day of reaching 3 years of age to the day before reaching 15 years of age) upon presentation of a document proving the age - e.g. health insurance card.

Students up to 26 years of age upon presentation of a valid document proving the student status - e.g. student card, index, ISIC, school certificate, student transport card, etc.

Persons over 65 years of age upon presentation of a personal document proving the age.

Persons with a ZTP or ZTP/P card.

Beyond the above, it applies that:

Children under 3 years of age (i.e. up to the day before reaching 3 years of age) have free admission to the Sightseeing Circuit and do not need an Online ticket to enter the Sightseeing Circuit.

An accompanying person of a person with a ZTP/P card has free admission to the Sightseeing Circuit and does not need an Online ticket to enter the Sightseeing Circuit.

Persons with a ZTP or ZTP/P card can use the parking lot for free for the purpose of visiting the Sightseeing Circuit without the need to purchase an Online parking permit in advance.

2.3 Beyond the above-mentioned discounted prices of the Online tickets, it further applies that if the Customer purchases an Online ticket at least one day before the planned visit to the Tour Circuit, the price of the Online ticket will be based on the discounted Online price list available at [www.adrspasskeskaly.cz/cenik](http://www.adrspasskeskaly.cz/cenik). When purchasing an Online ticket on the day of the visit to the Tour Circuit, the price of the Online ticket is the same as the price of the ticket sold at the cash desk of the Tour Circuit (the cash desk price list is also available at [www.adrspasskeskaly.cz/cenik](http://www.adrspasskeskaly.cz/cenik)).

2.4 The Customer agrees to use remote communication tools when concluding the contract. The costs incurred by the Customer in using remote communication tools in connection with the conclusion of the contract (costs of Internet connection, telephone calls, any printing of the Online Ticket) shall be borne by the Customer themselves.

2.5 To purchase an Online ticket, the Customer proceeds according to the order form on the Website. An Online ticket can be purchased only for a specific day and time window. The order form displays the days of the chosen month and available Online tickets.

2.6 The capacity of the Tourist circuit is limited, and only a restricted number of visitors can be allowed to enter the circuit during one hour. TS Adršpach will set the capacity of the Tourist circuit at its discretion. The limit of Online tickets is thus restricted due to the aforementioned limitations. To eliminate any doubts, it is stated that the limit for the purchase of Online tickets and the purchase of tickets on-site is set separately. In case the limit for Online tickets is not fully exhausted, TS Adršpach can, if necessary, increase the limit for on-site tickets so that the overall limit of the capacity of the Tourist circuit can be fully utilized.

2.7 The customer will choose a desired visit time from the available timeslots on the selected day, and select the desired Online ticket tariff. If parking is available on the Parking lot on the selected day according to the system, the customer may also purchase an Online parking permit in addition to the selected Online ticket (see Article III of the Terms and Conditions for more information).

2.8 When selecting the tariff for the online ticket, the Customer may select a maximum of 10 tariff values. Tariff value refers to, for example, adult, child, family, dog, etc.

2.9 The online ticket is valid only for the selected day and time slot. The Customer can use the purchased online ticket only during the selected time slot. The online ticket contains an original QR code, which is necessary for its redemption at the entrance to the Tourist Circuit. Therefore, the Customer is obliged to present the online ticket in such a way that the QR code can be read by the scanner at the entrance.

2.10 To successfully order an Online ticket, the Customer must properly fill out the order form on the Web portal. In addition to selecting the desired Online ticket tariff, the Customer must also fill in the following information:

First and last name

Address (in the format of Street and house number, City, Postal code, Country)

Email

Phone

If the order value exceeds 10,000 CZK, the Customer will also be given the option to fill in billing information:

Company name

CIN

VATIN number

Address (in the format of Street and house number, City, Postal code, Country).

2.11 All prices listed in the order form are final and include VAT.

2.12 Before submitting the order, the Customer is allowed to review and modify the information entered into the order. The Customer submits the order by clicking the "Buy" button. The information provided in the order is considered correct by TS Adršpach.

2.13 The operator of the Adršpach Tourist Site and the Municipality of Adršpach have a period of 14 days to process any complaints or claims.

### **III. Order, Contract Conclusion - Online Parking Authorization**

3.1 The parties to the contract of purchase of an Online Parking Authorization are the Municipality of Adršpach and the Customer. The Customer, who is over 16 years of age (but in any case only if the conclusion of a contract for the purchase of an Online Ticket is commensurate with his or her intellectual and volitional maturity), or a legal entity, is entitled to conclude a contract of purchase of an Online Parking Authorization.

3.2 The Customer agrees to use remote communication means when entering into the contract. The costs incurred by the Customer when using remote communication means in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls, potential printing of the Online parking permit) shall be borne by the Customer.

3.3 To purchase the Online parking permit, the Customer uses the order form for purchasing the Online ticket on the Web portal. When selecting the Online ticket tariff, the Customer will be offered to purchase the Online parking permit with information about the currently available Online parking permits. The Online parking permit can be purchased only together with the purchase of the Online ticket and only for the day for which the Online ticket is purchased. The Online parking permit cannot be purchased separately.

3.4 Permission to enter the parking lot will also be sold on site by the Municipality of Adršpach at its own discretion and depending on the available capacity of the parking lot. However, the Municipality of Adršpach will always ensure that parking is provided for all vehicles with purchased Online parking permits.

3.5 A customer may purchase a maximum of 10 Online parking permits within one order.

3.6 Online parking permit can be used all day and its validity is not tied to a specific time window. However, the customer can only enter the Parking lot on the day specified on the Online parking permit. Parking is time-limited when parking is only possible during the operating hours of the Parking lot, which is non-stop, i.e., 24 hours a day, including public holidays, on the day for which the Customer has purchased the Online parking permit, but always for a maximum of 14 hours or until the Customer (or parked vehicle) leaves the Parking lot. For each Online parking permit, the Customer will receive an original QR code, which they will use to apply the Online parking permit upon entering the Parking lot. If the Customer enters the license plate number of the vehicle for which they are purchasing the Online parking permit during the purchase, the license plate number will be entered into the automatic license plate recognition system installed at the entrance barriers to the Parking lot, and the corresponding vehicle with the stated license plate number will be allowed to enter the Parking lot automatically without the Customer having to apply the QR code of their Online parking permit upon entry to the Parking lot. Even if the Customer enters the license plate number of the vehicle during the purchase of the Online parking permit, the Customer must still be prepared and able to apply the Online parking permit upon entry to the Parking lot through the corresponding QR code (for example, in case the automatic license plate recognition system is not in operation at that time or is unable to recognize the license plate number of the vehicle). The Online parking permit can only be used once to allow entry to the Parking lot. Re-entry to the Parking lot on a previously applied Online parking permit is not possible, so once the Customer (or parked vehicle) leaves the Parking lot, it is not possible to return (even if they leave the parking lot before the end of the operating hours of the Parking lot).

3.7 In order to successfully order an Online parking permit, the Customer must complete the Online ticket order in accordance with these Terms and Conditions. The information provided on the Website for the purpose of purchasing an Online ticket will also be used for the purpose of purchasing an Online parking permit.

3.8 All prices stated in the order form are final and include VAT.

3.9 Before submitting the order, the customer is allowed to review and change the information entered into the order. The customer will submit the order by clicking the "Buy" button. The information entered into the order will be deemed correct by the municipality of Adršpach.

#### **IV. Payment Conditions**

4.1 TS Adršpach and the municipality of Adršpach only accept payment through the Pays payment gateway, to which the Customer will be redirected after completing the order.

4.2 The Pays payment gateway is operated by pays.cz s.r.o., ID number: 036 86 515, with registered office at Štefánikova 1, Brno 602 00. The technical implementation is provided by sluzba.cz s.r.o., ID number: 176 33 303, with registered office at Štefánikova 1, Brno 602 00. Pays.cz s.r.o. is authorized to provide payment services based on its registration with the Czech National Bank and is subject to its supervision.

4.3 The Pays payment gateway provides a simple and secure way to pay online. After initializing the payment, you will be redirected to the payment methods page. When paying by card, you will need to enter your card details. Your payment will then be credited within a few minutes. For more information, please visit the website: <https://pays.cz/buyers.asp>.

#### **V. Delivery of Online Ticket and Online Parking Authorization**

5.1 After the Customer pays for the order, the Online Ticket and Online Parking Authorization (if purchased) will be sent to the email address provided in the order. No other method of delivery is possible. The email will also contain a link for possible cancellation of the date, or change of the date of the Online Ticket and Online Parking Authorization.

5.2 Along with the Online ticket, the Customer will receive the corresponding tax document. In case the Customer purchases both Online ticket and Online parking permit, two separate tax documents will be sent - one for the Online ticket and one for the Online parking permit.

5.3 The Customer is obliged to check the Online ticket and Online parking permit immediately upon receipt.

## **VI. Withdraw from the contract, change of date**

6.1 The Customer acknowledges that under Section 1837 letter j) of the Civil Code, it is not possible to withdraw from the contract for the purchase of an Online Ticket or from the contract for the purchase of an Online Parking Permit in accordance with Section 1829 of the Civil Code (withdrawal within 14 days without giving a reason), as in this case it is a contract for the use of free time and the service is provided within a specified period.

6.2 TS Adršpach and the Municipality of Adršpach may cancel the Online Ticket and Online Parking Permit due to extraordinary events that make the use of the Tourist Trail or Parking significantly impossible or restricted. Such reasons may include the closure of the Tourist Trail, natural disasters in the Adršpach-Teplice Rocks area, or the closure of the Parking. TS Adršpach and the Municipality of Adršpach will also inform customers of such extraordinary events on the [adrspasskeskaly.cz](http://adrspasskeskaly.cz) website. Customers whose Online Ticket and Online Parking Permit are canceled in this way will be allowed to change the date through a discount voucher in the value of their order.

6.3 The customer can change the dates for which the Online ticket and Online parking permit were ordered, but no later than 7 days before the scheduled date of the visit to the Adršpach Rocks Tour. If the customer purchased an Online parking permit, then cancellation of the Online ticket is possible only together with cancellation of the Online parking permit for the same date.

6.4 To avoid any doubts, it is stated that the cancellation of the date is not a withdrawal from the contract for the purchase of an Online ticket or an Online parking permit, therefore, the Customer is not entitled to a refund. However, TS Adrspach and the Municipality of Adrspach will allow the Customer to use the Online ticket and Online parking permit on another date, if available, always at the latest within 6 months from the date of booking the first date. When canceling the date of the Online ticket or Online parking permit, the Customer will be sent a voucher to the e-mail address provided in the order, in the nominal value of the Online ticket and Online parking permit (hereinafter referred to as the "Voucher"). The Voucher can be used when purchasing on the Website portal by entering the code stated on the Voucher at the final summary of the order.

6.5 The applicability of the Voucher reflects if the Customer purchased an Online ticket with an Online parking permit. In such a case, the value of the Voucher consists of the price of the Online ticket and the price of the Online parking permit. The value of such a Voucher can only be applied to the purchase of an Online ticket up to the amount that the Voucher consists of the price of the Online ticket, and similarly, the value of such a Voucher can only be applied to the purchase of an Online parking permit up to the amount that the Voucher consists of the price of the Parking permit (with regard to the fact that this is only a change of date, not a new purchase, so already purchased Online

parking permits cannot be exchanged for Online tickets and vice versa). The Customer may use the Voucher repeatedly until the value of the Voucher is exhausted, so if an Online ticket is purchased for several persons, the date can be changed so that a different date can be reserved for each person.

6.6 If an Online ticket or Online parking pass is canceled, they become invalid, and TS Aadršpach and the Municipality of Aadršpach will deactivate them in their electronic system. These canceled Online tickets or Online parking passes cannot be used for their original purpose, and if a customer or anyone else attempts to use them, they will not be accepted.

6.7 In case the customer does not use the online ticket or parking reservation in the designated time, or if they cancel the reservation and do not use the voucher during its validity period, they are not entitled to a refund.

## **VII. Customer rights regarding defective performance**

7.1 The rights and obligations of the contracting parties regarding defective performance are governed by the relevant generally binding legal regulations, in particular the Civil Code.

7.2 TS Aadršpach and the Municipality of Aadršpach are liable to provide the Customer with a defect-free performance with the properties agreed upon or usual, so that it is possible to use the subject of the performance according to the contract and, if known to the parties, also according to the purpose of the contract. The Customer acknowledges that the Tourist Route is located in natural surroundings and that TS Aadršpach cannot guarantee that the Tourist Route will be accessible in its entirety or without restrictions, whether due to weather, climate, or other reasons.

7.3 Defective performance by TS Aadršpach or Obec Aadršpach refers in particular to:

Providing the object of performance that does not have defined or agreed-upon characteristics

Failing to draw attention to defects that the object of performance has, even though such defects are not usually present in such an object

Assuring the Customer, contrary to the facts, that the object of performance has no defects or that it is suitable for a particular use

7.4 The Customer is obliged to notify any defects without undue delay after he could have detected them with due diligence. In the defect notification, the Customer must provide a brief description of the defect.

7.5 If the defect is remediable, the Customer may request either repair or completion of what is missing, or a reasonable discount from the price. If the defect cannot be remedied and the subject matter cannot be used properly for it, the Customer may either withdraw from the contract or request a reasonable discount from the price.

7.6 The Customer shall exercise the rights arising from defective performance with TS Aadršpach, in the case of defects in the performance related to the Online ticket, or with the Municipality of Aadršpach, in the case of defects in the performance related to the Online parking permit, at the address of the registered office or at [storno@adrspasskeskaly.cz](mailto:storno@adrspasskeskaly.cz).

7.7 TS Aadršpach or the Municipality of Aadršpach shall not be liable for any loss of the Online ticket or Online parking permit, their theft, damage, or misuse by any third party. Services not used by the Customer on the basis of the Online ticket or Online parking permit shall be forfeited, and TS Aadršpach

or the Municipality of Adršpach shall not be obliged to refund their price or a proportionate part of the price to the Customer. The Online ticket and Online parking permit can only be purchased through the Web portal, and pre-sale of Online tickets and Online parking permits is prohibited. TS Adršpach and the Municipality of Adršpach shall not be liable in any way for the validity and authenticity of the Online ticket or Online parking permit, which might be purchased from a third party (contrary to these terms and conditions).

7.8 TS Adršpach or the Municipality of Adršpach shall not be held responsible for the failure to deliver the Online ticket or Online parking permit to the Customer due to reasons on the Customer's side.

## **VIII. Rules and Regulations**

8.1 Visitors of the Adrspach-Teplice Rocks National Nature Reserve tour circuit are required to comply with the Operational Rules of the tour circuit during their visit. The Operational Rules are available here [www.adrspasskeskaly.cz/en/provozni-rad-prohlidkoveho-okruhu](http://www.adrspasskeskaly.cz/en/provozni-rad-prohlidkoveho-okruhu).

## **IX. Protection of personal data**

9.1 TS Adršpach and Municipality of Adršpach are controllers of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 94/46/EC ("GDPR"). As controllers, they process all personal data of their customers in accordance with legal regulations, especially GDPR and Act No. 480/2004 Coll., on Certain Information Society Services, as amended. More information on the protection of personal data can be found in the documents "Information on the Processing of Personal Data by TS Adršpach" and "Information on the Processing of Personal Data by Municipality of Adršpach" at [www.adrspasskeskaly.cz/osobni-udaje](http://www.adrspasskeskaly.cz/osobni-udaje).

## **X. Final provisions**

10.1 All legal relationships arising and related to the contract concluded through the Web portal, which includes these Terms and Conditions, shall be governed by the legal order of the Czech Republic.

10.2 These Terms and Conditions are valid and effective from 1.6.2023 and are available at the headquarters of TS Adršpach and Municipality of Adršpach or electronically at the address [www.adrspasskeskaly.cz](http://www.adrspasskeskaly.cz).