

## 1. Commencement and Conditions of the Contractual Relation

- 1.1. These General Terms and Conditions constitute an integral part of the contractual relationship between the ordering party (hereinafter the “*Client*”) and Kateřina Řihová – ANDELÍN, ID No.: 74805673, with offices at Musílkova 167/13, 150 00 Prague 5 (hereinafter the “*Supplier*”), hereinafter collectively referred to as the “*Parties*”.
- 1.2. The contractual relationship by and between the Client and the Supplier shall be governed by the contract for the provision of services established under a bilaterally confirmed order; by these General Terms and Conditions (hereinafter the “*GTC*”); and by regulations valid in the Czech Republic, in particular, Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the “*NCC*”).
- 1.3. Variant arrangements in the contract shall take precedence over the wording of the GTC.
- 1.4. The contractual relationship between the Client and the Supplier shall be established on the basis of the Client’s written order delivered in person, by e-mail, or by post, upon its acceptance by the Supplier. The Parties exclude implied acceptance of an order. The Parties explicitly agree that the provisions of Section 1740/3 of the NCC, as amended, shall not be applied when concluding any and all contracts.
- 1.5. The contract may only be altered or amended on the basis of a written agreement concluded by and between both Parties.

## 2. Scope

- 2.1. The scope of supply is the provision of services relating to the Supplier’s business activity, especially the provision of services for families and households, in the range and manner agreed by and between the Parties in a confirmed order. The list of services provided by the Supplier is specified on the Supplier’s website: <http://www.andelin.eu>.
- 2.2. The Supplier undertakes to duly provide the services to the Client in accordance with the terms and conditions, in the agreed language, time schedule, and form. The Client undertakes to pay the agreed price to the Supplier for due provision of the services.

## 3. Rights and Duties

- 3.1. The Supplier shall provide to the Client services in accordance with this contract exclusively through its proven business partners (“*baby-sitters*”), thoroughly checked and trained in order to achieve the highest possible level of services provided. The Supplier undertakes to provide the services through persons without criminal record as of the date of provision of the services.
- 3.2. The Supplier undertakes to ensure that the services are provided with maximum professional care, to the best of knowledge and belief of the persons through whom the Supplier provides the services to the Client, and in accordance with good practice in the given line of business, while using the extent of skills, diligence, discretion, care, and anticipation as may be reasonably and routinely expected from an experienced and proficient person engaged in the line of business in question.
- 3.3. The Supplier undertakes to maintain confidentiality as regards information and facts the Supplier learns in relation with the provision of the services.
- 3.4. The Supplier shall duly and truthfully fill in a form about the completion of a service immediately after completing each instance of the service ordered. The form shall be signed by both the Client and the Supplier.
- 3.5. The Supplier shall be entitled to refuse the provision of services in an environment unacceptable for physical, psychological, or ethical reasons, and under conditions unworthy for the provision of services.
- 3.6. The Client undertakes to immediately inform the Supplier about any and all changes and events that may influence the completion of the service ordered.
- 3.7. The Client shall inform the Supplier in advance of any and all circumstances essential to the provision of the services, especially provide correct and complete information about the child’s medical condition; complete and correct address of the place in which the services are to be provided; complete and current contact details; and a copy of the child’s health certificate.
- 3.8. The Client undertakes to provide, at its own cost, a safe transportation home for the baby-sitters or other persons who provide services through the Supplier, in case the provision of the service ends at 10 pm or later.

## 4. Prices

- 4.1. The Client undertakes to pay the Supplier a price for the provision of services as agreed by and between the Parties in the mutually confirmed order, unless agreed otherwise by the Parties in writing.
- 4.2. The expenses related to child-care, i.e. especially the cost of meals for the child during the provision of the services and the cost of leisure activities agreed beforehand, shall be paid by the Client in addition to the price of the services provided.

## 5. Payment Terms

- 5.1. The payment for the services provided shall be based on a VAT invoice issued by the Supplier, payable as of the date indicated in the invoice. The usual term of payment shall be 14 days, unless specified otherwise in the contract. If the services are provided on a regular basis, the Supplier shall account for the services provided on a monthly basis.
- 5.2. The Supplier shall charge the Client for each started hour, while a 10-minute extension of the service provision shall be tolerated without the Supplier’s entitlement to a consideration for the respective started hour.
- 5.3. The Supplier shall be entitled to issue an advance invoice to the Client even before or during the service provision. The advance invoice shall be payable as of the date indicated in the invoice and the Client shall be obliged to pay the advance. Failure to pay the advance invoice shall establish the right of the Supplier to withdraw from the contract.
- 5.4. In the case of default in the payment, the Client shall pay the Supplier a default interest of 0.1% of the amount due for each day of the default.

## 6. Complaints

- 6.1. Complaints may be filed in person, by e-mail, or by post. The complaint must specify a reason and describe the nature of the fault committed, and the proposed solution to the claim, where appropriate.
- 6.2. If the Supplier considers the claim justified, then the Supplier shall ensure immediate remedy at its own cost. If remedy cannot be ensured, the Supplier shall give the Client a reasonable discount from the price of the services provided.

## 7. Cancellation of the Order; Damages

- 7.1. The Supplier shall not be responsible for the damage caused by failure to complete the contractual relationship if caused by unforeseeable and unavoidable events the Supplier could not prevent and/or reasonably foresee.
- 7.2. The order may be cancelled by the Client in person, by e-mail, or by post. Unless specified otherwise, the cancellation conditions shall be governed by the following rules:

### 7.2.1. *In the case of individual child-care in the home environment:*

In case the ordered services are cancelled by the Client after the signing the mutually binding order for the provision of care, the Client shall pay the Supplier a service charge of CZK 500 + VAT as a compensation for costs related to the preparation of provision of the ordered services which have not been provided due to the order cancellation by the client. Should the Client cancel the service ordered less than 24 hours in advance, the Client shall pay the Supplier 100% of the agreed price of the services that were not provided due to the order cancellation by the Client.

### 7.2.2. *In the case of services other than individual child-care in the home environment:*

If an order is cancelled 30–60 days before the planned implementation of the services, the Client shall pay the Supplier 25% of the agreed price of the services that were not provided due to the order cancellation by the Client.

If an order is cancelled 16–29 days before the planned implementation of the services, the Client shall pay the Supplier 50% of the agreed price of the services that were not provided due to the order cancellation by the Client.

If an order is cancelled 8–15 days before the planned implementation of the services, the Client shall pay the Supplier 75% of the agreed price of the services that were not provided due to the order cancellation by the Client.

If an order is cancelled 7 and less days before the planned implementation of the services, the Client shall pay the Supplier 100% of the agreed price of the services that were not provided due to the order cancellation by the Client.

- 7.3. Regardless of what is stated elsewhere in these GTC, the Client shall be entitled to withdraw, without sanction, from the contract for the provision of services other than child-care in the home environment, without undue delay (but within 48 hours), if due to reasons demonstrably relating to legislative measures in consequence of COVID-19 (i) the event where the services are to be provided is cancelled and/or (ii) the number of persons present at the event where the services are to be provided is considerably reduced and/or other restrictions arise which preclude or significantly impede the use of services ordered. Any and all facts specified in the sentence above shall be proven by the Client to the Supplier upon the withdrawal, otherwise the withdrawal shall be deemed cancellation of an order in accordance with Art. 7.2.2. of these GTC. For the avoidance of doubt, the Parties hereby agree that the Client shall not be entitled to withdraw from the contract entirely if the event is not cancelled but only rescheduled to another date due to the reasons specified above. In such a case, the Parties shall negotiate, without undue delay, the change of date on which the services ordered will be provided.

## 8. Special Provisions

- 8.1. The Client hereby agrees that personal data provided by the Client can be processed and used, in accordance with Act No. 101/2000 Coll., for the provision of services and for archiving purposes as part of the Supplier's activity.
- 8.2. The Client undertakes that during the provision of the services and then for the period of the subsequent 12 months, the Client shall refrain from directly contacting the baby-sitter or reacting to the baby-sitter's direct offer for cooperation, without first contacting the Supplier. Breach of this obligation shall be considered an infringement of a contract and give the Supplier a right to require that the Client pay a one-time contractual penalty of CZK 5.000.
- 8.3. If contact between the Client and the baby-sitter is established with the consent of the Supplier, the Client expressly undertakes to refrain from discussing any and all matters regarding the business terms of the service contracted.
- 8.4. The Client shall not be entitled to require that the baby-sitter carry out any activities that have not been agreed beforehand by the Parties.
- 8.5. The Supplier reserves a right to inspect the baby-sitters when providing the services. In such a case, the Client shall provide any and all necessary assistance for such inspections, if necessary.

## 9. Final Provisions

- 9.1. These General Terms and Conditions come into force on 19. 1. 2023. In accordance with Section 1752 of the NCC, the Supplier hereby reserves a right to unilaterally amend or alter these GTC to the appropriate extent, which fact shall be communicated by the Supplier to the Client by e-mail at the latest within 14 days of the effective date of such amendment or alteration. An amendment to, or alteration of, the General Terms and Conditions shall give the Client a right to withdraw from the contract concluded by and between the Parties, within 14 days of receiving the information about a unilateral amendment or alteration of the GTC. The termination shall be effective as of the day on which the notice is delivered to the Supplier.