Business Terms and Conditions

1. INTRODUCTORY PROVISIONS

- 1.1. These general business terms and conditions (hereinafter "Business Terms") of the Roman Catholic Parish Kutná Hora Sedlec, ID: 46402101, VAT ID: CZ46402101, with registered office at Zámecká 127, 284 03 Kutná Hora Sedlec, registered in the Register of Churches and Religious Societies maintained by the Ministry of Culture of the Czech Republic (hereinafter "Seller"), regulate in accordance with § 1751 para. 1 of Act No. 89/2012 Coll., Civil Code as amended (hereinafter "Civil Code"), mutual rights and obligations between the Seller on one side and a natural or legal person as buyer (hereinafter "Buyer") on the other side, arising from a purchase contract (hereinafter "Contract") concluded through the Seller's online store. The subject of the Contract is the sale of electronic tickets (hereinafter "e-ticket"), which entitle the Buyer to enter the Seller's facilities, specifically the Church of All Saints with ossuary (hereinafter "Ossuary") and the Cathedral of the Assumption of the Virgin Mary (hereinafter "Cathedral"). The sale of e-tickets takes place through an online store (hereinafter "e-shop") on the Seller's website.
- 1.2. The Buyer is either a consumer or an entrepreneur. A consumer means any natural person who, when concluding the Contract or when dealing with the Seller within the meaning of § 419 of the Civil Code, acts outside the scope of their business activity or outside the scope of independent exercise of their profession (hereinafter "consumer").
- 1.3. An entrepreneur is a person who, within the meaning of § 420 et seq. of the Civil Code, carries out gainful activity on their own account and responsibility in a trade or similar manner with the intention of doing so systematically for the purpose of achieving profit. For consumer protection purposes, any person who concludes contracts related to their own commercial, production or similar activity in the independent exercise of their profession, or a person who acts on behalf of or for an entrepreneur and a person registered in the commercial register, is also considered an entrepreneur.
- 1.4. These Business Terms are an integral part of every Contract concluded between the Seller and the Buyer through the e-shop. By sending an order, the Buyer confirms that they have familiarized themselves with these Business Terms and agree with them.
- 1.5. The Seller may change or supplement these Business Terms to a reasonable extent. The amended wording of the Business Terms is effective from the day of its publication on the Seller's website, but this does not affect rights and obligations arising during the validity of the previous wording.

2. CONTRACT CONCLUSION (TICKET PURCHASE)

- 2.1. The Seller's e-shop contains information about offered e-tickets, especially about their types, prices and available dates. Ticket prices are stated including all taxes and fees. The offer for sale of e-tickets remains valid for the duration it is displayed in the e-shop. The Buyer agrees to the use of distance communication means when concluding the Contract; costs incurred by the Buyer in connection with concluding the Contract (e.g., costs for internet connection or telephone calls) are paid by the Buyer themselves, while the Seller does not charge any special fee for using these means. The Seller reserves the right to limit the availability of certain dates for capacity or operational reasons.
- 2.2. To order an e-ticket, the Buyer fills out an order form in the e-shop. The order contains especially these details:
 - chosen type of ticket (combined ticket Ossuary + Cathedral, or separate Cathedral ticket);
 - chosen date and time slot for visit (only for Ossuary ticket, no time slot is chosen for Cathedral):
 - number of tickets for individual visitor categories (adults, students, seniors, children, etc.);
 - total order price (including VAT).
 - Email, first and last name, phone number, country of the Buyer

Before sending the order, the Buyer is allowed to check and change the entered data. The Buyer sends the order to the Seller by clicking the "Complete Order" button. The data stated in the order is considered correct by the Seller.

- 2.3. The contractual relationship (purchase Contract) between the Seller and the Buyer arises upon delivery of order confirmation (acceptance) by the Seller to the Buyer's electronic address. This confirmation includes an electronic ticket in PDF format with QR code and tax document. At the moment of delivery of order confirmation with e-ticket, the Contract is concluded and simultaneously effective. The Seller stores the electronic form of the Contract (order) for their records; the Buyer receives an order summary by email.
- 2.4. In case a discounted e-ticket price is tied to meeting certain conditions, the person using this e-ticket is obliged to prove meeting the stated conditions upon request by an authorized person from the Seller's side. Discounted e-ticket price can be used in the following cases upon meeting the stated conditions:
 - children from 6 to 15 years (i.e., from the day of reaching 6 years to the day preceding the day of reaching 15 years) upon presenting a document proving age – e.g., health insurance card
 - students up to 26 years upon presenting a valid document proving student status e.g., student ID, index, ISIC, student transport card, etc.
 - persons over 65 years upon presenting personal document proving age
 - persons with ZTP/P card plus companion

Beyond the above, the following applies:

- children under 6 years (i.e., until the day preceding the day of reaching 6 years) have free entry to the tour and do not need an e-ticket for entry
- companion of a person with ZTP/P card has free entry to the tour and does not need an e-ticket for entry
- 2.5. By purchasing a ticket on site (at the Sedlec Info Center cashier), the Contract arises at the moment of payment and receipt of printed ticket. These Business Terms also apply to these tickets.

3. TYPES OF TICKETS AND VISIT CONDITIONS

- 3.1. Types of tickets: The Seller offers the following types of tickets:
 - Combined ticket (Ossuary + Cathedral) entitles to one-time entry to both the Ossuary and adjacent Cathedral (2 facilities).
 - Separate ticket (Cathedral) entitles to one-time entry to the Cathedral only.

The Seller does not provide group tickets or bulk discounts; each visitor must have their own valid ticket. Children under 6 have free entry (without need for ticket) when accompanied by an adult.

3.2. Time reservations (time slots): Entry to the Ossuary is only possible with an e-ticket with reservation of a specific time slot. A time slot represents a specific date and 30-minute time period during which the Buyer has the right to view the Ossuary. The Buyer is obliged to arrive at the entrance no later than 10 minutes after the start of their reserved time slot. In case of later arrival, they may not be admitted to the tour, and the ticket is forfeited without right to compensation. The number of tour visitors is capacity-limited to 70 people. The limit of e-tickets is therefore limited accordingly. To avoid all doubt, it is stated that the limit for purchasing e-tickets and for purchasing tickets on site is set separately. In case the limit for e-tickets is not fully exhausted, the Seller may increase the limit for on-site tickets as needed so that the total tour capacity limit can be exhausted.

Time slots are available every day from 9:00 to 18:00 (in October and March 9:00 - 17:00, in months November - February 9:00 - 16:00), every 30 minutes (i.e., first slot from 9:00, last from 17:30, 16:30, 15:30). Current opening hours of the Ossuary and Cathedral may differ according to season (e.g., may be shortened in winter months). The Buyer is obliged to monitor current information about opening hours on the Seller's official website (www.sedlec.info).

3.3. Use of combined ticket: E-ticket to the Ossuary also entitles entry to the Cathedral. Visit to the Cathedral with this ticket is not tied to a specific time slot, but is only possible within three days of the date for which the Ossuary reservation is valid. Holder of combined

ticket may visit the Cathedral before or after visiting the Ossuary, within the opening hours of the given day.

- 3.4. Ticket validity: Each e-ticket is valid only for one-time entry on the date (and possibly time) stated on it. After expiration of the marked date (and time), the e-ticket validity expires. E-ticket is a valuable document equipped with unique QR code; any counterfeiting, copying or alteration of e-tickets is prohibited and may be prosecuted according to valid legal regulations.
- 3.5. Ticket control: When entering facilities, the visitor is obliged to present a valid ticket. E-ticket control takes place through electronic reader from printed ticket or from mobile device display. The visitor is obliged to have the ticket with them throughout the entire visit until leaving the facility.

4. TICKET PRICES AND PAYMENT CONDITIONS

- 4.1. Prices of individual ticket types are stated in the e-shop including VAT and all related fees. Price validity remains effective for the duration they are published in the e-shop. The Buyer can pay for e-tickets cashlessly by payment card through the online payment gateway Pays.cz.
- 4.2. The Seller does not allow payment for tickets in any other way than stated in Art. 4.1. No additional discounts from admission price beyond the published offer are provided.
- 4.3. If it is customary in business practice or required by legal regulations, the Seller will issue the Buyer a payment receipt (receipt or simplified tax document) after payment of admission. The Seller is a VAT payer, but admission to cultural monuments is exempt from VAT according to § 61 of Act No. 235/2004 Coll., on value added tax. The tax document is sent to the Buyer electronically together with e-tickets.
- 4.4. Payment card acceptance is provided for the Seller by pays.cz s.r.o., Štefánikova 836/1, 602 00 Brno, ID: 03686515. Payment transactions are secured and take place in this payment gateway environment; the Seller does not have access to Buyer's payment card data.

5. WITHDRAWAL FROM CONTRACT AND TICKET CANCELLATION

5.1. The Buyer acknowledges that according to § 1837 letter j) of the Civil Code, it is not possible to withdraw from the e-ticket purchase contract according to § 1829 of the Civil Code (withdrawal within 14 days without stating reason), as this is a contract for use of leisure time and performance is provided on a specified date.

- 5.2. The Seller may cancel an already concluded Contract (valid e-ticket) in case of extraordinary circumstances preventing or substantially limiting conduct of visits in the Seller's facilities. Such extraordinary circumstance may be especially natural disaster, sudden operation limitation due to public authority intervention, technical failure or other serious situation. The Seller informs about such circumstance immediately on their website and when possible also directly to the Buyer (through contacts provided during purchase). In case of Contract cancellation by the Seller, the Buyer will be offered a change of visit date by issuing a replacement voucher in the value of paid admission.
- 5.3. The Buyer is entitled to request a change of reserved visit date (cancellation of original date) no later than 14 calendar days before the visit date. Cancellation of the date is performed by the Buyer remotely through the date change link stated in the email with e-ticket, or by contacting the Seller by email. With later cancellation request, the date can no longer be changed nor compensation claimed (ticket is forfeited).
- 5.4. To avoid doubt, it is stated that when canceling a visit date, the Contract as such is not terminated (this is not withdrawal from contract by the Buyer). The Buyer therefore has no right to refund of paid admission price. However, the Seller allows the Buyer to use paid admission on another date. For this purpose, the Seller issues the Buyer an electronic voucher in nominal value of the canceled ticket. The voucher entitles the Buyer to one-time purchase of new ticket through the Seller's e-shop, on a date chosen by the Buyer, but no later than 12 months from the original visit date. Voucher code and instructions for its use are sent to the Buyer by email.
- 5.5. By canceling the original visit date, the original e-ticket becomes invalid and entry to facilities will not be allowed upon its potential presentation. A Buyer who does not use the purchased ticket on the reserved date nor cancels it according to the above conditions has no right to any compensation or admission refund.

6. RIGHTS FROM DEFECTIVE PERFORMANCE (COMPLAINTS)

- 6.1. Rights and obligations of contracting parties regarding rights from defective performance are governed by relevant generally binding legal regulations, especially the Civil Code.
- 6.2. The Seller is not responsible for non-delivery of e-ticket due to reasons on the Buyer's side (e.g., incorrectly stated email, full email box, spam filter, etc.). The Buyer is obliged to contact the Seller immediately if they do not receive the e-ticket within 1 hour of payment, but no later than 24 hours from order creation. In such case, the Seller will resend the e-ticket after payment verification; if this does not happen within 1 hour before the visit date, the Buyer has the right to Contract cancellation and admission refund.

6.3. The Buyer has no right to exchange or modify already purchased e-ticket, except for the procedure according to Art. 5 of these Business Terms. In case of damage, destruction, loss or theft of e-ticket, the Seller is not obliged to provide replacement performance (new ticket) or other compensation.

7. VISITOR RULES AND TOUR CONDITIONS

- 7.1. Visitors to the Ossuary and Cathedral are obliged to follow the Visitor Rules, which are available on the Seller's official website and at facility cashiers. The Visitor Rules establish especially rules of behavior in monument premises, safety measures and instructions for cultural heritage protection. Violation of Visitor Rules exposes the visitor to risk of expulsion from the facility without right to admission refund.
- 7.2. In monument premises, especially smoking, manipulation with open fire, consumption of food and drinks (except designated areas) and touching exhibited exhibits or installations is prohibited. Visitors are obliged to maintain dignity and reverence of the place loud or inappropriate behavior is not allowed (e.g., loud phone calls or playing music).
- 7.3. Photography and video recording is prohibited in the Ossuary interior. In other areas, photography is allowed only without use of tripod or flash, unless otherwise specified on site.

8. PERSONAL DATA PROTECTION

- 8.1. The Seller processes Buyer's personal data (especially name, surname, email address and possibly other contact data provided during purchase) in accordance with Regulation (EU) 2016/679 (GDPR) and related legal regulations. The purpose of processing is Contract conclusion and performance (ensuring ticket sale and control) and fulfilling Seller's legal obligations. Detailed information about personal data processing is available in Personal Data Processing Principles published on the Seller's website.
- 8.2. The Buyer acknowledges that the Seller is entitled to process their personal data to the necessary extent also for purposes of protecting their rights and legally protected interests (e.g., in case of claiming Contract rights or for accounting purposes), and furthermore if necessary for archival purposes in public interest, scientific or historical research or for statistical purposes.
- 8.3. The Buyer has the right to request from the Seller access to their personal data, their correction or deletion, or limitation of processing, and to raise objection against processing. Furthermore, the Buyer has the right to data portability and the right to file complaint with the Office for Personal Data Protection.

9. SENDING COMMERCIAL COMMUNICATIONS

9.1. The Buyer agrees to sending informational emails and commercial communications by the Seller to the provided electronic address within the meaning of § 7 para. 2 of Act No. 480/2004 Coll., on certain information society services. The Buyer is entitled to revoke consent to sending commercial communications at any time, through the unsubscribe link that is part of every such email, or by written request sent to the Seller.

10. DELIVERY

10.1. The Seller may deliver all notifications regarding the Contract to the Buyer's email address stated in the order. The Buyer is obliged to check this email address regularly. In case of contact email address change, the Buyer is obliged to inform the Seller immediately.

11. FINAL PROVISIONS

- 11.1. If any provision of these Business Terms is found invalid or unenforceable, this does not affect validity and enforceability of other provisions. Instead of the invalid part, a similar provision applies that best corresponds in purpose to the intention of the replaced provision.
- 11.2. Legal relationships arising from the Contract are governed by the legal order of the Czech Republic. General courts of the Czech Republic are competent for resolving potential disputes, unless otherwise agreed. A Buyer who is a consumer also has the right to out-of-court resolution of potential Contract dispute through the Czech Trade Inspection.
- 11.3. These Business Terms become valid and effective on October 1, 2025 and are available at the Seller's registered office or electronically at www.sedlec.info.

Seller (monument operator): Roman Catholic Parish Kutná Hora – Sedlec, Zámecká 127, 284 03 Kutná Hora – Sedlec, ID: 46402101, VAT ID: CZ46402101

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