

# **POLICIES AND GENERAL TERMS & CONDITIONS**

Of the business company

**GPtents®**

**PEBOPRO s.r.o.**

with residence at Jungmannova 1269, 753 01 Hranice, Czechia

Registered Identification Number: CZ05001731

Entered into the Trade Licensing Register for selling merchandise (accommodation) via an online store placed on the internet address [www.gptents.com](http://www.gptents.com).

Appropriate authority according to §71 par. 2 of Trade Act: Municipal authority Hranice, Czechia

## **1. INTRODUCTORY PROVISIONS**

These business conditions (further referred to only as “business conditions”) of Pebopro s.r.o.

business company, residing at Jungmannova 1269, 753 01 Hranice, Czechia identification

number: 05001731 (**further referred to as „seller“**) regulate, in accordance with the

regulation § 1751 paragraph 1 of Act no. 89/2012 Coll., Civil Code (further referred to as „Civil Code“), the mutual rights and responsibilities of contractual parties which arise in conjunction with or based on a purchase contract (further referred to as „purchase contract“) entered into by the seller and another physical person (further referred to as „buyer“) via the seller’s internet shop. The internet shop is operated by the seller on a website placed on the internet address [www.gptents.com](http://www.gptents.com) (further referred to as „website“), by means of the website interface (further referred to as „web store interface“).

- These business conditions do not apply in such cases where the person intending to purchase merchandise from the seller is a legal person or a person which during the process of ordering merchandise acts within the framework of its business operations or within the framework of its independent profession.
- Regulations which vary from business conditions can be negotiated in the purchase contract. Such differing regulations have a precedence over the regulations in the business conditions.
- Regulations of business conditions constitute an inseparable part of the purchase contract. Purchase contract and business conditions are drawn up in the English language. The purchase contract can be concluded in the English language.
- The content of the business conditions can be amended or added to by the seller. Such provisions do not alter the rights and responsibilities created while the previous version of business conditions was in effect.

## **2. ENTERING INTO A PURCHASE CONTRACT**

- All merchandise presentation placed on the web store interface is of informational character and the seller is not required to enter into a purchase contract in regard to this merchandise. The regulation §1732, par. 2 of Civil Code does not apply.
- Web store interface contains information about the merchandise, including prices for each piece of merchandise. The displayed prices include the value added tax and all related fees. Prices of merchandise stay valid while they are displayed in the web store interface. This regulation does not limit the possibility for the seller to enter into a contract under individually negotiated conditions.
- Web store interface also contains information about costs associated with packaging and delivering merchandise. Information about costs of packaging and delivering stated on the web store interface is valid only when the merchandise is delivered within the Czech Republic.
- To order merchandise, the buyer fills in an order form in the web store interface. The order form contains information mainly about:
  - The merchandise ordered (the buyer will put the ordered merchandise into the electronic shopping basket in the web store interface), • The type of payment for the price of the merchandise, information about the requested type of delivery of the merchandise and
  - Information about the costs associated with delivery of the merchandise (all this further referred to as “order”).
  - Before the order is sent to the seller, the buyer has an opportunity to check and alter any information entered into the order, which also includes the chance to discover and correct mistakes created while entering data into the order. The order is sent to the seller by clicking the button “Confirm order”. Data entered into the order will be considered accurate by the seller.
  - Submitting the order is considered such an action on the side of the buyer that identifies in an unquestionable way the type of merchandise ordered, the buying price, the person of the buyer, the type of payment of the price of the merchandise; this constitutes a binding proposal of purchase contract for both contractual parties. For the order to be valid, the following conditions must be met: all required information in the order form must be entered, reading these business condition on the website, and confirmation by the buyer that they are familiar with these business conditions.
  - Immediately after receiving the order, the seller will send a confirmation of its receiving through electronic mail, to the e-mail address of the buyer entered in the user interface or in the order (further referred to as “buyer’s e-mail address”).
  - The seller always has a right to ask the buyer for an additional confirmation of the order (in writing or electronically), depending on the character of the order (quantity of merchandise, amount of purchase price, estimated costs for delivery).

- The purchase contract proposal in the form of an order is valid for fifteen days.
- The contractual relationship between the seller and the buyer is created when the order acceptance is received, after being sent by the seller to the buyer via electronic mail, to the buyer's e-mail address.
- If the seller is unable to fulfill any of the requirements included in the order, he will send the buyer to his e-mail address an altered offer with listed possible variations to the order, and he will request the buyer's opinion.
- The altered order will be considered the new purchase contract proposal and the purchase contract is entered into when the buyer accepts it via electronic mail.
- The buyer agrees with the use of long-distance communication methods when entering into the contract. Any costs the buyer incurs for using long-distance communication methods in relation to the purchase contract (costs of internet connection, telephone costs) are the responsibility of the buyer, and these costs do not differ from the basic rate.

### 3. **PRICE OF MERCHANDISE AND PAYMENT CONDITIONS**

- Payment is accepted via bank transfer, by online payments and also upon customer's arrival.
- Website asks you to use a booking form. Using the booking form options, select the correct Number of Nights, Number of Tents and your Arrival and Departure Day and when you are satisfied click „Order now“. You can delete the Shopping Basket and start again if there is an error. You can add other venues or camping options to the same basket if possible.
- You are also asked to complete your Name, Home Address, Phone and an Email address. We ask for your Name and Home address so we can identify your booking, an email address so we can email you our confirmation of your booking and any additional information regarding your stay.
- Our website is computer automated, so once payment, via online payment has been confirmed, you will automatically receive our confirmation letter starting "Booking confirmation .....". Please check your inbox and spam folder within 1 hour of your payment to us. Please email the office for a duplicate copy if you cannot find the confirmation email.
- If customary in business relations or where required by generally binding legal prescriptions, the seller will prepare a tax document for you – invoice for the buyer about the payments made based on the purchase contract. The seller is a payer of VAT. The seller will create the tax receipt – invoice for the buyer after the full payment of price of the accommodation (merchandise) and send in electronic form to the buyer's e-mail address.

### 4. **REFUND AND CANCELLATION POLICY**

- In the unlikely event that the hosting Circuit or Formula One Management cancel the race weekend, it will be completely out of GPtents control. If this was to happen, GPtents will honour your booked accommodation with us by way of credit note that can be redeemed at any other Moto GP or Formula 1 event that GPtents have a camping facility at. This credit note will be redeemable for 2 years from the date the credit is issued. In such case, you can also cancel your reservation free of charge.
- The reservation can be transfer to another person.

- Reservations can be cancelled without a cancellation fee more than 30 days before the expected arrival date. In this case, we will refund 98% of the amount paid (2% is the fee we paid to the banking institution for making the payment).
- If a guest cancels their reservation less than 30 days before their expected arrival, they are not entitled to a refund and will therefore be charged the total cost of the reservation.
- If the guest does not show up at all, they will also be charged 100% of the total price.
- If the guests will arrive drunk, under drugs or cannot control the basics of decent behaviour, the seller can immediately cancel the reservation and refund the money to customer in 14 days after the event. This decision can be made by Executive managers and owners.
- The seller can cancel the reservation anytime and refund 100% of the total price. Refund the money to customer in 14 days after the event.

IBAN: CZ8420100000002400985063  
 BIC/SWIFT: FIOBCZPPXXX  
 Variable symbol (beneficiary note): {vs}  
 Total Amount: {price} €

Bank: Fio Banka, a.s.  
 Bank Address: Fio banka, a.s.  
 Millennium Plaza, V Celnici 10 117 21 Prague 1

## 5. DEPOSIT

- We require a full payment after making the reservation. We will contact our clients regarding the payment issue.
- As a safety precaution, there is a 100 EUR deposit for each tent. You will pay this deposit at arrival, in cash. This deposit serves as an insurance that the tent and its equipment will be returned in order. If there is any damage, part or whole amount will be charged from the deposit. If there is no damage, the deposit will be returned to you at the check-out :)

## 6. RIGHTS IN CASE OF FAULTY FULFILLMENT

- Rights and responsibilities of contractual parties in regard to rights in case of faulty fulfillment comply with the appropriate generally accepted binding regulations (especially regulations § 1914 to 1925, § 2099 to 2177 and § 2161 to 2174 of Civil Code).
- The seller guarantees to the buyer that the merchandise is without fault upon takeover.
- The seller is especially guarantees to the buyer that upon takeover of merchandise:
  - The merchandise has such properties that were negotiated, and if there is no agreement, it has such qualities that the seller or manufacturer described or which the buyer expected in regard to the properties of the merchandise and based on the advertisements posted

- The merchandise is appropriate for the purpose which the seller lists for it, or for which merchandise of this kind is typically used,
- The quality or execution of the merchandise corresponds with the agreed upon sample or template, if the quality or execution were determined based on a sample or a template,
- The merchandise is in appropriate quantity, measurement or weight and
- The merchandise adheres to the requirements of legal regulations.
- Regulations stated in art. 7.2 of business conditions will not be used in regard to merchandise sold for a lower price due to a fault for which the lower price was negotiated, in regard to merchandise wear caused by its typical use, in regard to used merchandise for a fault which corresponds with the rate of use or wear if the fault existed upon takeover of merchandise by the buyer or where it arises from the character of the merchandise.
- If the fault manifests during six months after takeover of merchandise, it is assumed the merchandise was faulty already upon takeover.
- Rights from faulty fulfillment are claimed by the buyer at the address of seller's business premises where the acceptance of the claim depends on the assortment of sold merchandise, or at the seller's business residence or place of business.
- The instance of claim is considered to be the moment when the seller received the claimed merchandise from the buyer.
- Other rights and responsibilities of both sides in regard to the seller's responsibilities in case of faulty merchandise may be specified in the seller's claims policy.

## **7. OTHER RIGHTS AND RESPONSIBILITIES OF CONTRACTUAL PARTIES**

- The buyer gains ownership of the merchandise upon paying the whole purchase price of the merchandise.
- The seller is not, in relation to the buyer, bound by any codes of behavior in the sense of regulation §1826 par. 1 letter e) of Civil Code.
- Out-of-court settlement of consumer disputes from purchase contracts are within the authority of Czech Trade Inspection Authority, which resides at Štěpánská 567/15, 120 00 Praha 2, Registration Identification Number: 000 20 869, internet address coi.cz .
- The seller is authorized to sell merchandise based on a trade license. The control over the trade falls under the authority of the appropriate trade agency. Oversight over the area of personal data protection falls under the Office for personal data protection. The Czech Trade Inspection Authority exercises, among other things, control over adherence to the Act no. 634/1992 Coll., on consumer protection, as subsequently amended.
- The buyer thus takes upon himself the danger of change in circumstances in the sense of §1765 par. 2 of Civil Code.
- If the buyer damages the tent or any other equipment, suitable compensation will be required from him. The exact amount of money will be asked from him via email.
- If any equipment is stolen from the tent, same conditions applied as stated above.

## **8. PERSONAL DATA PROTECTION**

- Personal data protection of the buyer who is a natural person is provided by the Act no. 101/2000 Coll., on personal data protection, as subsequently amended.
- The buyer agrees with this personal data being processed: name and last name, address of residence, registration identification number, tax identification number, e-mail address, phone number (further referred to collectively as “personal data”).
- The buyer agrees with the seller processing his personal data, for the purposes of carrying out the rights and responsibilities from the purchase contract and for the purposes of maintaining a user account. Unless a different option is chosen, the buyer also agrees with the seller processing his personal data for the purposes of sending information and business notifications to the buyer. The agreement with processing of personal data in the full extent of this article is not a condition that would prevent entering into a purchase contract.
- The buyer acknowledges that he is responsible for his personal data (upon registration, in his user account, during an order made at the web store interface) being correct and truthful and that he must inform the seller without unnecessary delay about any changes in his personal data.
- The seller may entrust a third person with processing personal data – as a data processor. With the exception of the persons transporting the merchandise, the personal data will not be given by the seller to third parties without a prior agreement from the buyer.
- Personal data will be processed for an unspecified amount of time. The personal data will be either processed in an automated way in electronic form or in a printed form in non-automated way.
- The buyer confirms that provided personal data is precise and that he was advised the personal data was provided voluntarily.
- In case the buyer believes that the seller or the data processor (art. 9.5) handles the processing of his personal data in such a way that is in conflict with the protection of the private and personal life of the buyer or in conflict with law, especially if the personal data is imprecise in regard to the purpose of its processing, he can:
  - Ask the seller or data processor for an explanation,
  - Demand that the seller or data processor remedy the situation
  - If the buyer requests information about the processing of his personal data, the seller is required to provide him with such information. The seller has the right to request an adequate compensation, not higher than necessary costs incurred, for providing such information.

## **9. SENDING BUSINESS MESSAGES AND STORING COOKIES**

- The buyer agrees with the sending of information related to merchandise, services, or business of the seller to the buyer’s e-mail address, and further agrees with the sending of business messages from the seller to the e-mail address of the buyer.
- The buyer agrees with the storing of so-called cookies on his computer. If the purchase on the website is possible to be carried out and the responsibilities of the buyer from the purchase contract fulfilled without cookies being stored to the computer of the buyer, the buyer can withdraw from the agreement in the previous clause.

## 10. FINAL STATEMENTS

- If the relationship entered into based on the purchase contract includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This way the rights of the consumer, arising from generally binding law prescriptions, are not touched.
- If any of the regulations in the business conditions is invalid or ineffective, or become invalid or ineffective, the ineffective regulation is replaced with a regulation whose meaning is the closest to the ineffective clause. The invalidity or ineffectiveness of one clause does not render other clauses invalid. Changes and amendments to the purchase contract or business conditions require a written form.
- The purchase contract, including business conditions, is archived by the seller in electronic form and is not accessible.
- Attached to the business conditions is the sample form for withdrawing from purchase contract. Contact information of the seller: mailing address is Jungmannova 1269, 753 01 Hranice, Czechia, e-mail address info@gptents.com, phone number 00 420 779 970 256.