

Terms and conditions for supplied services

These terms and conditions regulate the relationships between supplier and client in relation to offered tourist services.

DESTICON s.r.o., Novodvorská 1062/12, 142 00 Praha 4, ID 47120541, VAT Nr. CZ47120541, registered in the trade register kept by the Municipal Court in Prague, file number C13181, contact details phone +420 601 234 330, e-mail office@desticon.eu, hereinafter "Supplier", offers following tourist services:

- Transportation - individual personal transportation supplied by operated vehicles.
- Guided tours and trips - providing licensed tour guides for individuals and groups. (Hereinafter as "Services")

Booking and conclusion of contract

With his written or verbal booking, the contractual partner, hereinafter referred to as the Client, makes a binding offer to conclude a contract. With the booking, the Client accepts the general terms and conditions. The booking becomes binding as soon as the ordered Service is confirmed in writing, by text message, by e-mail or verbally by the Supplier.

Service price and payment

All prices are stated in Czech koruna (CZK) with an indicative conversion into EUR and USD. In case of exchange rate fluctuations not in favor of the Supplier, the price offer is governed by the main price in CZK. All stated prices include VAT. During the reservation process several payment methods are available for the Client to opt for.

Services such as trips and tours offered as "Private" are always priced as a total amount for a group size specified in the Service description. Individual inquiries will be answered in written form (mostly by e-mail or text message / WhatsApp) and will include a price offer, which the Client in case of acceptance, will agree on by reply - in written form only.

Main service rules

Service pick-up for private walking tours and trips is always the Clients place of stay or another address in walking distance from the starting point of the Service offered. Pick-up for driving tours and trips is always the Clients place, if not agreed differently. Pick-up for intercity transport is the address provided by Client.

The Service pick-up time is always stated in the booking process of Service.

Cancellation terms and conditions

The Client can withdraw from the Contract until 24 hours before the Service start. In this case he will not be obliged to pay any fees and in case of a prepayment, the Supplier will refund the money without delay.

In case of a contract cancellation less than 24 hour to Service start or no show from Client's side at Service start, the Supplier is entitled to charge 100% of the price of the Service.

Services changes

Changes to the Services due to unforeseen events are reserved.

In case changes need to be applied to the Service due to force majeure, the Supplier will inform the Client without delay about the art of change being applied (cancellation, time change, etc.). In case of Service cancellation due to force majeure, the price paid by Client will be refunded without delay.

Rights and obligations

The Supplier is entitled to assign obligations and / or rights to a third party.

The Client is responsible for his belongings and the Supplier does not accept any liability for those.

Liability

In case deficiencies or impairments of performance on the part of the Supplier are notified, this needs to be communicated to the tour guide responsible or a contact partner of the Supplier immediately upon knowledge of the reason to enable a rectification. Should this notification be omitted despite the knowledge of this deficiency and there is no sufficient exculpation this warranty claim is considered as forfeit upon completion of the activity.

In case deficiencies are claimed as to third party providers the Supplier undertakes to forward this demand competently and diligently. In addition, warranty rights in case of third-party providers can only be claimed within the scope of the concluded contracts in each case.

Insurances

The Supplier maintains a public liability insurance. This insurance does not cover the loss of luggage or the theft of valuables except in case of intent or gross negligence. The Supplier will not compensate any damages that exceed the scope of the insurance.

Final provisions

The invalidity of individual provisions of the contract does not result in the invalidity of the entire contract. If a clause is ineffective, the invalid provision must be reinterpreted or supplemented in such a way that the economic and legal purpose intended with the invalid provision is achieved.

All agreements between the Client and the Supplier relating to this contract must be in writing to be effective. This also applies to any waiver of the written form requirement.

Only Czech law applies to the contract. If the Client is a merchant or a legal entity under private or public law or a person who has their domicile or habitual abode abroad, or whose domicile or habitual abode is not known at the time the action is filed, the agreed place of jurisdiction is the registered office of DESTICON s.r.o. in Prague.

In Prague, January 1st, 2023