

Z-AGENCY s.r.o.
Karlova 1054/38
614 00 Brno
Id. No.: 01527932
Tax Id. No.: CZ01527932

General Terms and Conditions

§1 Introduction

These General Terms and Conditions govern the provision of services in the area of education, sports and entertainment by Z-AGENCY s.r.o., Id. No. 01527932 (hereinafter "Z-AGENCY"), in conformity with Section 1751 of Act No. 89/2012 Coll., the Civil Code.

§2 Definition of services

1. Z-AGENCY provides its clients with services consisting in the preparation and implementation of custom-made company events.
2. An entertainment programme, accommodation and catering are included in the service only if explicitly ordered by the Client and confirmed by Z-AGENCY.
3. The exact scope of the services provided and the time of their provision will be specified in an Order prepared by Z-AGENCY and confirmed by the Client.

§3 Rights and obligations of Z-AGENCY

1. Z-AGENCY is responsible for compliance of the activities hereunder with the generally binding legal regulations pertaining to the activities performed according to the relevant Order.
2. Prior to the commencement of each individual performance (individual activity), Z-AGENCY will advise and instruct the Client accordingly with regard to the nature of the given activity.
3. In the activities hereunder, Z-AGENCY will proceed with due professional care, in full conformity with the Client's interests and in a manner not harming the Client's reputation and goodwill.
4. Z-AGENCY will perform the contract on its own behalf and at its own responsibility. Z-AGENCY may also use third parties to arrange a certain supply (accommodation, catering, special activities, etc.), but is responsible for such supplies as if it provided them itself.
5. Z-AGENCY has an insurance policy covering liability for damage caused to third parties in the pursuit of its business activities with the minimum sum insured of CZK 25,000,000.
6. Z-AGENCY is responsible for the provision of properly ordered services at the agreed time and within the agreed scope. This obligation terminates partially or fully either due to force majeure (including, but not limited to, inclement weather, power or internet outage, restrictions related to a declared state of emergency because of the current COVID-19 pandemic or some other illness entailing limitations imposed by public authorities or local government that render the performance of the Parties' obligations impossible) or due to a breach of contractual obligations by the Client.
7. In case of inclement weather that is unsuitable for the originally agreed activity, that would render such an activity dangerous or that prevents the activity, Z-AGENCY reserves the right to modify the originally agreed programme, taking into account the options available in the area where the event is to take place and the abilities of the participants. Risk assessment is the exclusive right of Z-AGENCY. For the purposes of these General Terms and Conditions, activities cancelled due to inclement weather are considered cancelled due to force majeure. In that case, the Client will only be entitled to a refund of the part of the contractual price for the cancelled activities which has already been paid, unless they have been replaced by other corresponding activities. Any penalties imposed on these grounds are excluded.
8. Z-AGENCY carries out the implementation of programs using the TerraHunt gaming platform, utilizing its own mobile devices and its own organizational team.

9. The Client may also use his or her own mobile device or computer to access the TerraHunt gaming platform. Z-AGENCY is not responsible for any technical issues or compatibility problems that may be related to the type, age, maintenance, or operating systems of the Client's device, the provider or quality of data services for the Client's device, or the charging status of the Client's device.
10. In the event that the Client implements a program on the TerraHunt gaming platform with an organizational team that is not part of Z-AGENCY, Z-AGENCY bears no responsibility for any organizational problems that may arise.
11. Z-AGENCY does not assume responsibility for personalized modifications to the hardware or software of the Client's mobile device that could affect the operation or compatibility with the TerraHunt gaming platform.

§4 Rights and obligations of the Client

1. The Client may check the quality of the services provided from time to time.
2. The Client is obliged to comply with any instructions given by Z-AGENCY's instructors or other persons who are in charge of an activity within the provision of the services without any reservations, and is fully liable for any damage caused to its employees or to Z-AGENCY and its suppliers by a breach of this obligation.
3. The Client is obliged to ensure that none of the participants is under the influence of alcohol or other addictive substances before and during the individual activities. Z-AGENCY is authorised to perform random checks in this regard and to exclude a participant suspected of being under influence without any refund, or cancel the given activity. If an activity is cancelled due to incapacity of a participant or participants, the Client will not be entitled to a refund of the price for that activity.
4. The Client must report any health limitations on the part of the participants in the event (heart defects, claustrophobia, allergies, pregnancy, etc.). The Client is fully liable for any damage incurred as a result of non-compliance with the obligation imposed in the preceding sentence. Once any limitations referred to above have been reported, Z-AGENCY will relay such information to its team on site, and the limitations will be taken into account. The Client may ask for the presence of trained medical staff on site. Any costs related to arranging healthcare will be borne by the Client. The contractual price agreed in the original Order will be increased by these costs unless they were already included in the price.
5. By signing the Order, the Client gives consent to the use of audiovisual recordings of the event for the needs of Z-AGENCY. In this regard, Z-AGENCY is obliged to respect the personal rights of the participants in the event under the applicable legal regulations.
6. The Client is obliged to inform Z-AGENCY without undue delay of any changes on its part that could affect the performance based on the confirmed Order.

§5 Price and payment terms

1. The price for the individual performances (supplies) and the total price are specified in the Order issued by the Client and confirmed by Z-AGENCY. The confirmed Order will include a price quote.
2. Additional services may be provided and the prices of the individual services may be changed by virtue of an amendment to the Order confirmed by both Parties, or based on mutual agreement by e-mail.
3. Z-AGENCY may request a 50% advance payment and issue a pro forma invoice to the Client. Such a pro forma invoice will be payable within 14 days of its delivery to the Client. If a pro forma invoice is not paid in the set amount and by the agreed due date, Z-AGENCY is not obliged to start providing the performance under the Agreement, and may claim damages from the Client on the grounds of the delay or cancellation of the event.

4. The Client is obliged to pay the price of services provided properly and in due time to Z-AGENCY based on the issued invoice.
5. Z-AGENCY will issue all the invoices to the Client and send them to the Client's registered office as specified in the header hereof or by e-mail to the address specified in the Order. An invoice sent by registered mail will be deemed delivered on the fifth day after its dispatch to the Client. An invoice delivered by e-mail will be deemed delivered on the date of dispatch if sent by 6 p.m. on a business day, or else on the following business day.
6. Invoices will be payable within 14 days of their issue by Z-AGENCY unless some other due date is specified therein. Paragraph 5 of this Article applies analogously.
7. Payments will be made by wire transfer into the account of Z-AGENCY specified in the Order. The date when the given amount is credited to Z-AGENCY's account will be deemed the date of payment.
8. In case of delay in payment of any invoice, the Client is obliged to pay a contractual penalty to Z-AGENCY in the amount of 0.10% of the outstanding amount per day.

§6 Complaints

1. Should any service not be provided properly, the Client will be entitled to claim a reasonable reduction of the agreed price. If any service is not provided at all or is provided defectively, the Client has to submit a written complaint to Z-AGENCY in this regard during the event, but not later than forthwith after its end, and present relevant proof so that the complaint can be properly resolved. If a complaint is not made in due time or if the Client fails to prove the nature of the defect, it will be deemed that the performance was provided properly and within the agreed scope.
2. Z-AGENCY is obliged to resolve any complaints within 7 days of their receipt. If a complaint relates to a supply provided by Z-AGENCY's subcontractor, the deadline set out in the preceding sentence will be counted from the resolution of the claim by Z-AGENCY's subcontractor.

§7 Cancellation terms

1. The Client may cancel any services ordered without any penalty not later than 60 days before the commencement of individual performance. However, should Z-AGENCY incur any costs in connection with the cancellation of the performance, the Client is obliged to reimburse Z-AGENCY for such costs.
2. Cancellation fees:
 - 30% cancellation fee for services cancelled less than 60 days before the event
 - 50% cancellation fee for services cancelled less than 30 days before the event
 - 100% cancellation fee for services cancelled less than 10 days before the event
3. Z-AGENCY may set off the cancellation fee against the advance paid. The cancellation fee is determined based on the total price of the service ordered including VAT.
4. Should stricter third-party cancellation terms apply with regard to the event (accommodation, catering, special activities, etc.), these cancellation terms will be specified in the Order.

§8 Confidentiality

1. Both the Client and Z-AGENCY are obliged to protect confidentiality of all information to which they obtain access in their mutual communication or that is disclosed to each other unless the given information is publicly accessible or generally known.
2. Should any of the Parties breach the confidentiality of information or any other obligation laid down in this Article, the breaching Party shall pay a contractual penalty to the other Party in the amount of CZK 10,000 for each individual case of breach. The maturity of such a contractual penalty will be governed by Section 5 (6) of these General Terms and Conditions.

§9 Final provisions

1. These General Terms and Conditions form a uniform contractual framework together with the Client's Order. By mutual agreement made in a confirmed Order, the Parties may disapply certain provisions of these Terms and Conditions.
2. The relationships between Z-AGENCY and the Client that are not regulated by these General Terms and Conditions or an Order shall be governed by Act No. 89/2012 Coll., the Civil Code.
3. Should any of the provisions of these General Terms and Conditions cease to be valid, this shall in no way prejudice the remaining provisions.
4. The General Terms and Conditions enter into effect on 12 April 2023.