

# TERMS AND CONDITIONS

## 1. Initial Provisions

The Terms and Conditions cover the relations between, and the mutual rights and duties of, the Museum and the Customer of the e-shop at <https://www.jewishmuseum.cz/>. They also govern the on-line sale of entry tickets for the Museum, save where otherwise stated in the Special Provisions of the Terms and Conditions for the Online Sale of Entry Tickets.

Museum means:

The Jewish Museum in Prague

Address: U Staré školy 1,3, 110 01 Prague 1, Czech Republic

Business Id. No.: 60459263, Tax Id. No.: CZ 60459263

Customer means the person who makes an order for goods via the Museum's website.

## 2. Purchase Order and Purchase Agreement

The Museum's online shop shall provide information about the items that it offers for sale and shall enable the Customer to view the items that are currently on sale and to search for and order items. All of the items listed in the Museum's e-shop are exempt from VAT on the basis of Section 61(e) of Act No. 235/2004 Coll.

When making an order for goods from the Museum's online shop, the Customer shall do so electronically using a Purchase Order. By sending the Purchase Order, the Customer confirms that he/she is familiar with and agrees to the Museum's Terms and Conditions (hereinafter "the Terms and Conditions"). The Terms and Conditions form an integral part of the Purchase Agreement. By placing an order for the goods, the Client makes a valid and binding offer to conclude the Purchase Agreement, provided that it contains all the details required by the order form. The Purchase Agreement shall be concluded when the Museum accepts the Purchase Order and the Customer receives confirmation of this acceptance. The Purchase Agreement is drawn up in the Czech language. The Czech text shall be binding in the event of any dispute.

The Purchase Order will not be accepted if the Customer repeatedly fails to collect and pay for the goods ordered.

## 3. Cancelling the Purchase Order

The Museum reserves the right to cancel the whole or part of the Purchase Order if:

- the goods ordered by the Customer are sold out;
- the Customer cannot be contacted (e.g., as the wrong telephone number has been provided by the Customer, or the Customer is inaccessible or does not reply to e-mails sent by the Museum);
- the Museum does not receive full payment of the goods ordered within 10 days by bank transfer.

#### **4. Delivery Terms and Conditions**

The minimum price of an order sent by mail is CZK 50 or the equivalent amount in EUR or USD. The Museum will not dispatch items at a lower price, nor send confirmation of a purchase order for items of a lower price. Each consignment contains a tax invoice/receipt that will be needed for any refund.

Means of delivery

1. Collection in Person
2. Czech Post

##### **a) Collection in Person**

- Collection in person at the Museum's headquarters (Finance and Economic Department) at U Staré školy 1, 110 01, Prague 1, Czech Republic.
- The date and time for picking up the ordered goods may be arranged by telephone (+420 222 749 241). No postage shall be charged if the ordered goods are picked up in person. For matters relating to the sale of goods, you may contact us at the above number. For matters relating to ticket sales (ticket refunds, etc.), you may contact us at +420 222 749 464.

##### **b) Czech Post**

The Museum shall not be liable if the ordered goods are lost in the post.

The Customer shall confirm receipt of the goods by signing the deliverer's receipt document. The place for delivery of the goods shall be the postal address stated in the Customer's order form. The Customer shall take possession of the goods after paying the purchase price.

##### **Shipping Within the Czech Republic**

- The ordered goods shall be delivered on business days by cash on delivery or shall be sent directly to the designated post office. Deliveries will usually be made within five business days. In exceptional cases, the ordered goods will be dispatched later within a maximum of 10 days.

- The Customer shall receive email confirmation when the ordered goods have been dispatched by Czech Post.
- In the event that the Purchase Order cannot be dealt with all at once, the ordered goods will be delivered gradually, and postage will be charged on each delivery in accordance with the shipping costs (see Shipping Costs – Postal Charges).
- If it is necessary to divide the ordered goods into a multiple consignment due to the number of items, postage shall be charged on each consignment separately.

### **Shipping Abroad**

- Goods may not be ordered for cash on delivery.
- Payment shall always be made in advance of delivery.
- If the ordered goods are delivered via a contractual shipper, a shipping fee based on the shipper's price list that is valid at the time of shipment to the country of destination shall be added to the price of the goods.

### **5. Shipping Costs**

- a) Postage and packing for a consignment within the Czech Republic shall cost CZK 130 or the equivalent of this sum in EUR or USD.
- b) Postage and packing for a consignment to another country within the EU shall cost CZK 300 or the equivalent of this sum in EUR or USD.
- c) Postage and packing for a consignment to a country outside the EU shall cost 600 CZK or the equivalent of this sum in EUR or USD.

### **6. Uncollected Consignments**

If the Customer chooses cash on delivery as the means of delivery and fails to collect the ordered goods for whatever reason, such conduct shall be deemed to be a breach of the Terms and Conditions and of the Purchase Agreement. If the Customer fails to collect goods that have been sent for cash on delivery, the Customer shall pay for the cost of sending the goods, as well as a handling charge of CZK 500 (contractual penalty).

If the Customer requests that the ordered goods be redelivered, the consignment shall be resent and the extra postage shall be added to the price of the ordered goods.

### **7. Types of Payment**

The following payment options are available for the Customer:

- a. cash,
- b. bank transfer,
- c. by card,

- d. PayPal
- e. payment on delivery.

**a) Cash Payment**

If the Customer chooses to collect the ordered goods in person, payment shall be made when collecting the goods in person at the Museum's headquarters (Finance and Economic Department) at U Staré školy 1, 110 01, Prague 1, Czech Republic. Collection date and time must be arranged in advance by telephone (+420 222 749 241).

**b) Bank Transfer**

For payment in CZK, the Customer shall transfer the amount to the bank account No. 10426398/6200.

SWIFT CODE: COBACZPXXXX

IBAN: CZ22 6200 0062 1800 1042 6398

The order payment reference number must be provided

For payment in EUR, the Customer shall transfer the amount to the bank account No. 1042639

SWIFT CODE: COBACZPXXXX

IBAN: CZ22 6200 0000 0000 1042 6398

The order payment reference number must be provided

For payment in USD, the Customer shall transfer the amount to the bank account No. 1042639

SWIFT CODE: COBACZPXXXX

IBAN: CZ22 6200 0001 0700 1042 6398

The order payment reference number must be provided

**c) Payment Card**

Instructions for paying for the ordered goods via a payment card are given in the Museum's online shop

**d) PayPal**

Instructions for paying for the ordered goods via PayPal are given in the Museum's online shop.

**e) Cash on Delivery**

If the Customer chooses cash on delivery, the ordered goods shall be paid for when the Customer receives the consignment at the designated post office or from the person delivering the consignment.

## **8. Withdrawal from the Purchase Agreement**

### Withdrawal by the Customer

The Customer has a right to withdraw from the Purchase Agreement within fourteen days as a consumer based on Section 1829(1) of the Czech Civil Code. This term of fourteen days shall apply if the matter involves:

- a purchase agreement from the date of taking over the goods;
- an agreement for several types of goods or for the supply of several components from the date of the last delivery of the goods;
- an agreement for the regular supply of goods from the date of the first delivery of the goods.

The above deadline for withdrawing from the Purchase Agreement is deemed to be met if the Customer sends a notification of intent to withdraw from the agreement within the deadline to the Museum by email, by letter or via the Museum's e-shop form. In such an event, the Customer shall bear all the direct costs associated with returning the goods. The consignment must include a copy of the invoice. The costs associated with returning the goods shall also include the costs of restoring the goods to their original condition in the event of damage or of signs of use and in the event of any diminished value of the goods that results from handling of the goods beyond that which would be required to establish the functions and characteristics of the goods. If the goods are returned as damaged, not working, incomplete or have signs of use and/or handling in a way specified in the previous sentence, the Customer's refund shall be reduced by the amount it costs the Museum to return the goods to their original state. This shall not affect the right to compensation for the damage caused to the Museum.

In the event of withdrawal from the Purchase Agreement, the Customer shall be entitled to a refund of the amount paid for the goods within 30 days of returning the goods. The Museum shall return this amount by bank transfer, in cash or by postal order/money order. The means of returning this amount shall be arranged in writing in advance with the Customer.

If the original cover of an audio or visual recording or of a computer program has been damaged or removed by the Customer, the Customer shall not be entitled to withdraw from the Purchase Agreement.

## **9. Refund Policy**

The Museum's refund policy is governed by Czech consumer protection laws.

If the Customer receives goods that are defective or damaged (e.g., missing pages from

a book) or if the item received is different from from what was ordered (e.g., if the Museum mistakenly sent the wrong order), the Customer shall be entitled to a refund.

### **Where to Apply for Refunds of Goods:**

Jewish Museum in Prague  
Finance and Economic Department

U Staré školy 1  
110 01 Prague 1, Czech Republic  
Tel.: +420 222 749 241  
e-mail: [shop@jewishmuseum.cz](mailto:shop@jewishmuseum.cz)

### **10. Personal Data Protection**

By ordering goods through the online form, the buyer acknowledges that his/her personal data will be processed in accordance with the legislation in force, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR). Details on how the Jewish Museum in Prague processes such data, including the rights of data subjects, are set out in the document “**Principles of Personal Data Protection**”, which is available on the Museum’s website <https://www.jewishmuseum.cz/ochrana-osobnich-udaju-gdpr/>.

### **11. Final Provisions**

The Terms and Conditions shall come into effect on 1 July 2024.

By sending the Purchase Order, the Customer confirms that he/she is familiar with and agrees to the Museum's Terms and Conditions without exception.

### **SPECIAL PROVISIONS OF THE TERMS AND CONDITIONS FOR THE ONLINE SALE OF ENTRY TICKETS**

1. In order to purchase a ticket for the Prague Jewish Town, you need to first register using the online application. Under the Personal Data Protection Act (No. 101/2000 Coll.), the Jewish Museum in Prague guarantees that the Customer's personal data shall be regarded as strictly confidential and will never be provided to a third party. The Customer's personal data will be used for the purposes of the reservation and sale of tickets. The Customer consents to receive email information about the Museum’s goods and services, unless he/she states otherwise in the sales app.
2. Entry tickets may be purchased online only with a valid payment card – VISA or MasterCard, as well as Apple Pay and Google Pay.

3. The price of an entry ticket is determined by the Jewish Museum in Prague's price list as valid for the given year.
4. An electronic ticket with binding instructions for its use shall be issued based on the Purchase Order and after payment has been made online. Upon receipt of payment, you will receive an e-ticket and proof of payment in the online app, which will also be sent to your email. Each ticket is provided with a unique QR code for identification when entering any of the sites in the Prague Jewish Town .
5. The electronic ticket is valid for three days from the date of purchase, only counting days that the Jewish Museum in Prague is open (i.e., excluding Saturdays and Jewish holidays).
6. Identification of the ticket holder shall be checked only during entry to a site. If the Customer has a discounted ticket (for a student or child aged between 6 and 15), he/she must provide proof of eligibility for the discount at the start of the tour as follows: - for children aged between 6 and 15 – any document containing their date of birth; - students – international student ID card (ISIC) or a list of students confirmed by the relevant school; - TP, ZTP, ZTP/P – valid disability card. A discounted entry ticket is invalid without proof of eligibility for the discount.
7. An entry ticket is also invalid if: a) the ticket damaged to such an extent that the necessary verification details are not legible; b) the information on the ticket does not reflect the true facts or has been altered without permission.
8. Entry tickets that have not been used or have only partially been used will not be refunded. Regarding entry tickets, withdrawal from the Purchase Agreement shall be excluded under Section 1837(j) of Act. No. 89/2012 Coll.
9. The Customer shall be entitled to a ticket refund if the Jewish Museum in Prague is responsible for the tour not taking place.
10. The Customer is obliged to observe the visitor regulations of the Jewish Museum in Prague for the given year.
11. By sending the Purchase Order, the Customer confirms that he/she is familiar with and agrees to the Museum's Terms and Conditions without exception.

Unless stated otherwise in the Terms and Conditions, the rights and duties of the parties to this agreement shall be governed by the relevant provisions of generally binding regulations of validity in the Czech Republic.