

2021 General Trade Terms and Conditions of The Prague Concert Co. s.r.o

The Prague Concert Co. s.r.o.

Na Kozačce 1, 120 00 PRAHA 2, Czech Republic

VAT: CZ64577333

Registered at the Municipal Court in Prague, registration no. C 41525/MSPH

www.concert.cz

The following sets out the general trade terms and conditions which apply between the Customer ordering services from The Prague Concert Co. (hereinafter referred to as “the Customer”) and The Prague Concert Co. s.r.o as provider of the services (hereinafter referred to as TPCC). In these terms and conditions, „Client“ is used to refer to clients of the Customer to whom the services are provided.

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I. Line of Business

1. TPCC supplies services in the area of tourism and destination management, particularly performing arts tours, cultural and educational tours. TPCC acts as an incoming agent in the Central European region.
2. Services supplied include, but are not limited to, accommodation, meals, transport, excursions, tickets and the organisation of concert performances.

II. Firm Orders for Services

1. A Firm Order for services is deemed to have been made if the Customer accepts a Quotation sent by TPCC to the Customer. The acceptance is deemed to be the confirmation of the Quotation by the Customer's authorised representative, expressed to a representative of TPCC in any form, verbally or in writing.
2. Services ordered by means of a Firm Order shall be governed by these General Trade Terms and Conditions (hereinafter referred to as the "Terms") and the provisions of the Czech Commercial Code and Civil Code, as amended.

III. Payment Terms

1. Prices will be quoted in Euros and payment made in Euros unless the parties agree otherwise,
2. The payment schedule for each Firm Order shall be specified in a Quotation sent by TPCC to the Customer.
3. We reserve the right to curtail or cancel services if payments are not received by the due date.
4. The remittance of your deposit shall be deemed to indicate your acceptance of the terms and conditions contained in this document.
5. The cost of remitting funds shall be borne by the Customer, who will ensure that funds are remitted in Euros unless otherwise agreed
6. Should the specified payments not be received 7 days before the provision of services, TPCC shall be entitled to withdraw from the contractual relationship, by which the right to claim damages shall not be affected.
7. TPCC shall issue an invoice for taxable supplies.
8. Payments for the services provided shall be executed by interbank transfer, unless otherwise agreed.
9. The price quoted in the Quotation shall be deemed to be a preliminary price until a Firm Order is made, when it becomes a firm price.
10. Where a „valid until“ date is appended to the Quotation, the quoted price is valid only until the date specified.
11. TPCC shall be entitled to modify the price unilaterally if
 - a. rates of VAT or other taxes applicable to the services provided (e.g. city tax) rise in the period between the placement of a Firm Order and the provision of services
 - b. the exchange rate of the Czech crown as used for the determination of the service price quoted in another currency changes by more than 10% from that in force at the date the Quotation was sent. For the avoidance of misunderstanding the exchange rates used to determine fulfilment of this condition will be the official rate published by the Czech National Bank applicable on the relevant dates.
 - c. TPCC shall notify the Customer of any increase in the price of services no later than 20 working days before the provision of services.
12. TPCC may in respect of specific quotations guarantee the price in a given currency against exchange rate fluctuations. Where such a guarantee is explicitly given, the right to modify the price unilaterally is waived.

IV. Accommodation

1. All accommodation is in compliance with all fire, health, safety, sanitation and travel industry regulations required by local law and will have documentation evidencing compliance. TPCC represents that it has verified this documentation.
2. An accurate description of the accommodation and a link to the accommodation website is supplied by TPCC with each Quotation.

3. Breakfast (buffet or continental) is included in the room or per person price unless otherwise stated. Other meals (lunch, dinner, packed lunch, packed dinner) may be listed and offered separately for an additional fee. In case of an early morning departure TPCC undertakes to arrange a packed breakfast if requested by the Customer.
4. The structure of rooms is prepared for each group individually in accordance with the client's requirements. TPCC will automatically book clients in twins/double and single rooms unless agreed otherwise. Student groups can be accommodated in triple or quadruple rooms on request and subject to availability.
5. Each client shall have their own bed unless agreed otherwise.
6. Extra beds may be roll out cots or proper beds. Bunk beds will not be considered acceptable unless specifically agreed with the customer. Where a price for triple occupancy is not quoted separately, the price per person for triple occupancy will be the same as that for twin occupancy.
7. All rooms will have fully functioning locks such that rooms can be secured from within and without.
8. Each room will have a private toilet, sink and shower stall or bath (referred to as "private facilities") unless stated otherwise.
9. All accommodation will be in non-smoking rooms unless requested otherwise.
10. Hotels shall accommodate all members of a group in the same property unless otherwise agreed.
11. TPCC cannot guarantee that accommodation will have working air conditioning. Information regarding air-conditioning will be supplied with each Quotation.
12. All accommodation is required to have a secure luggage storage area that can be used by the Customer's clients. TPCC cannot guarantee that this service will be complimentary.
13. TPCC will use all reasonable endeavours to ensure the provision of separate secure storage for musical instruments where required. There may be a charge for this service.
14. If there is a hotel coach parking fee involved, TPCC is not responsible for paying this fee unless coach services are organised by TPCC.
15. Porterage in/out is not included in the room rate unless explicitly specified in the quotation but may be available for an additional fee.
16. Standard check in time is at 14:00; standard check out time is at 10:00. However, individual check in and check out times may vary, and TPCC is happy to supply details on request.
17. Earlier check in or later check out for coach drivers cannot be guaranteed and is subject to availability and possible additional cost.
18. No free places are included in the Quotation unless otherwise specified.
19. TPCC can arrange for minibars to be emptied or locked. This request may be subject to additional cost in some hotels.
20. Some accommodation may require a security/damage cash deposit or credit card guarantee from the client. TPCC will endeavour to inform the Customer of this condition in advance, in which case the Customer undertakes to pass such information on to the client and agrees that the provision of such a deposit or guarantee is the responsibility of the client or, in the event that the client refuses to provide such a deposit or guarantee, of the Customer.

V. Coach services

1. All Buses/Coaches supplied by TPCC are in compliance with local safety regulations and their operators have the appropriate documentation evidencing compliance. TPCC represents that it has verified this documentation.
2. Where Buses/Coaches are supplied with safety (seat) belts, the Client must fasten these. Clients must observe the instructions of the driver and all legal travel regulations. If these are not observed, TPCC shall not assume liability for any damage to health or property.
3. All Buses/Coaches supplied by TPCC are no more than 6 years old.
4. All Buses/Coaches arrive at the starting point clean inside and out and are maintained clean throughout the service.
5. All Buses/Coaches are equipped with a functioning microphone/public address system.
6. All Buses/Coaches are equipped with air conditioning that shall function throughout any bus/coach service.
7. All Buses/Coaches used for intercity travel are equipped with a functioning on-board WC.
8. All drivers possess a current and valid license to drive a bus/coach.
9. Drivers are expected to assist with loading and unloading luggage.

10. TPCC will endeavour to ensure that drivers used speak English sufficiently to communicate with Tour Managers and group representatives.
11. EU regulations on driving hours are applicable. If a fully-timed itinerary is supplied by the Customer at the time of enquiry, TPCC undertakes to quote a price for coaching services in compliance with the driving hours regulations for that itinerary. If a fully-timed itinerary is not supplied, the Quotation will be based on the assumption that daily coach use will be limited to that which complies with the regulations. If the original timings are not adhered to by the client, or if timings were not supplied at the time of Quotation, it may be necessary for additional coaching services to be supplied in order to comply with driving hours regulations. The cost of these services shall be met by the Customer.
12. Parking fees are included in the TPCC coach services Quotation unless stated otherwise.
13. Tips for driver(s) are not included in the TPCC coach services Quotation.
14. Accommodation and meals for driver(s) are not included in the TPCC coach services Quotation unless stated otherwise.

VI. Meals

1. Unless otherwise stated, meals quoted for and supplied by TPCC will consist of 3 courses (starter/soup – main course – dessert) or a hot buffet. Quotations for other types of meal (2-course, 4-course) are available on request.
2. Tap _ or, where not available, bottled water, is included in the cost of the meal. Other drinks are not included unless otherwise stated.
3. If the client advises TPCC in advance of special dietary requirements (vegetarians, food allergies etc.), TPCC will use all reasonable efforts to ensure that appropriate alternative meal options are available.
4. Packed meals can be arranged and unless otherwise requested will consist of: one filled baguette OR two filled rolls, one piece of fruit, one piece of sweet bakery OR one sweet bar, and one soft drink.

VII. Concert services

1. TPCC makes arrangements for music groups and ensembles to give concert performances and charges a fee for this service in respect of each concert performance, hereinafter referred to as the concert fee.
2. The level of the concert fee depends on the venue, the duration of the rehearsal and concert and the size of the music group or ensemble. Concert fees will be quoted by TPCC at the time of making an offer. Subsequent changes to the venue, the duration of the rehearsal and concert or the size of the music group or ensemble may result in a change to the level of the concert fee.
3. The concert fee charged by TPCC includes the following services:
 - use of the venue for rehearsal and concert where required
 - the provision of sufficient and appropriate seating for audience, and for performers where necessary (it will be assumed that choral singers do not require seating unless this is specifically requested, in which case an additional charge for the provision of seating may apply)
 - use of local dressing room(s) for rehearsal and concert where available
 - water and cups for the performers in reasonable quantities
 - the design, production and distribution of concert posters where appropriate
 - other publicity as appropriate to the concert, which may include flyers, listings, personal invitations and communication with TPCC's Concert Club (www.koncertniklub.cz)
 - services of local staff before, during and after the concert
 - The concert fee is set with the provision that any ticket income which may arise from the concert will, after deduction of VAT, be used to offset in whole or in part the promotional costs of the concert as specified above.
 - TPCC staff will generally attend concerts to assist local promoters and to supervise arrangements. Attendance at individual concerts by TPCC staff is subject to individual agreement and may incur additional charges.
 - A professional stage manager for symphonic concerts is not automatically included in the concert fee but can be supplied for a fee on request.

4. Certain concerts taking place in Prague and featuring ensembles of especially high quality may be selected for inclusion in TPCC's "Musica Orbis" series. In addition to the services listed in paragraph 3. concerts included in „Musica Orbis“ will benefit from additional publicity including but not limited to:
 - a general publicity campaign for the "Musica Orbis" series including series flyers, listings and features on the Concert Club website
 - a PR/press campaign for the "Musica Orbis" series
 - full colour printed programme booklets for each concert in Czech and English including programme notes, performer biographies and photographs.

In order to facilitate the preparation of the additional publicity described above, the Customer shall provide TPCC with all relevant information about the performing artists (including photographs in print quality) and the concert programme at least 4 months before the concert date. Changes made after that date may not be reflected in all promotional materials.

Tickets for "Musica Orbis" concerts are offered for sale through mainstream ticket portals and distributed through TPCC's Concert Club. Any ticket income which may arise from the sale of tickets will, after deduction of VAT, be used to defray the cost of ticket distribution (ticket production, sales commission) and to offset in whole or in part the promotional costs of the concert and of the „Musica Orbis“ concert series as specified above.
5. Where a concert takes place in a church, the repertoire permitted to be performed is subject to prior approval by the church authorities. For this reason TPCC requires the suggested repertoire to be submitted a minimum of 3 months prior to the concert date, so that the required permission can be obtained.
6. TPCC will endeavour to ensure that the client's technical requirements for the concert are met, in particular in respect of performing area layout, the provision of risers or other staging and the provision of a conductor's stand. Any additional costs arising from the client's technical requirements will be advised in advance and billed to the Customer in addition to the concert fee.
7. TPCC will on request secure the use of a local instrument (piano, keyboard, organ) where available. The use of such an instrument may be subject to an additional fee, which will be advised at the time of the request. The tuning of the local instrument, where necessary, may be subject to an additional fee.
8. Permission to take photographs, to film or video or to make an audio recording of the concert may be required in some venues and may be subject to an additional fee, which will be advised on request.
9. The duration of rehearsal and concert is to be agreed between TPCC and the Customer and adhered to by the client. If the duration of rehearsal or concert exceeds that agreed between TPCC and the Customer additional costs may arise, which the Customer agrees to pay. In the absence of any specific agreement between TPCC and the Customer, the maximum duration of a rehearsal should be assumed to be 60 mins and the maximum duration of a concert should be assumed to be 90 minutes including any interval and encores. In the case of concerts included in the Musica Orbis series, the maximum duration of a rehearsal should be assumed to be 120 minutes and the maximum duration of a concert should be assumed to be 120 minutes including interval and encores.
10. The production of printed programmes is not included in TPCC's standard concert fee, with the exception of concerts included in the Musica Orbis series. The conditions and price for producing and printing programmes will be supplied on request.
11. TPCC's concert fee includes the payment of performing rights fees where appropriate, with the exception of performances in the following halls: Smetana Hall of the Municipal House (Prague), Dvořák Hall of the Rudolfinum (Prague), Reduta Hall (Bratislava), Slovak Radio Hall (Bratislava) and any other such halls as may be advised to the client at the time of booking. For concerts in the halls listed, the performing rights fees will be advised and billed to the Customer after the concert. An estimate of the expected fee level will be supplied on request but this is for the Customer's orientation only and does not constitute a representation by TPCC of the final fee.
12. TPCC in consultation with its local partners may decide to designate some concerts as benefit concerts, in which case the entrance fee or voluntary contributions collected at that concert will be donated to a specified local charity. Information regarding the charitable organisations being supported in this way as well as the amounts raised will be supplied on request.

13. TPCC or its local partners may at their discretion set ticket prices for concerts in line with local custom. Income from any ticket sales will be used to offset in whole or in part the promotional costs of the concert as specified in paragraph 3 above.
14. Neither the Customer nor the client is entitled to any income in respect of a performance unless this has been specifically agreed in advance.
15. The client may not take a collection for their own benefit at any concert organised by TPCC.
16. TPCC will endeavour to enable the sale of the client's CDs or similar promotional merchandise at a concert if requested by the client. This may be subject to restriction on the part of the venue or the local promoter. At some venues the sale of CDs and other merchandise may be subject to an additional fee.

VIII. Service participation

1. TPCC makes arrangements for music groups to participate in church services and charges a fee for this service in respect of each service participation.
2. The level of the fee may vary depending on the church where the service is to be held.
3. The service participation fee charged by TPCC includes the following services:
 - negotiation with the church (organist, choirmaster, priest etc.) and agreement on the nature and programme of the service participation, including securing the necessary permission from the church authorities for the performance of the works submitted
 - a charitable donation to the church where customary
 - use of local dressing room(s) before the service where available
 - the distribution of information about the service participation to members of TPCC's Concert Club (when the service participation takes place in Prague or its surroundings)"
 - TPCC staff will generally attend service participations to supervise arrangements. Attendance at individual service participations by TPCC staff is subject to individual agreement and may incur additional charges.
4. TPCC will endeavour to ensure that the client's technical requirements for the service participation are met within the constraints imposed by the liturgical setting.
5. TPCC will on request secure the use of a local instrument (piano, keyboard, organ) for the service participation where available within the constraints imposed by the liturgical setting.
6. Clients giving concerts in churches or taking part in church services agree to respect the customs and the sensitivities of the local church and congregation and to follow the instructions of church officials or of TPCC staff during rehearsal and concert or service. In particular, clients are requested to remain quiet and respectful whilst in church buildings, to refrain from touching or leaning against objects or parts of the building considered deserving of special respect (e.g. altars), and to refrain from lying on floors or pews. Taking photographs, filming or videoing during a church service may be considered disrespectful and should be discouraged, or permission sought in advance.
7. The repertoire permitted to be performed during the service participation is subject to prior approval by the church authorities. For this reason TPCC requires the suggested repertoire to be submitted a minimum of 3 months prior to the service participation, so that the required permission can be obtained.

IX. Guides

1. All guides supplied by TPCC for city tours are licensed by an appropriate local authority.
2. For all city tours organised by TPCC where all or part of the tour takes place on foot, one licensed guide will be supplied for a maximum of 30 people. For groups larger than 30 pax TPCC will supply and bill the appropriate number of guides. The provision of tour guide system is available on request at the quoted price.
3. Meeting points and timings shall be arranged in advance between TPCC and the Customer.
4. Tips for guides are not included in TPCC guide rates.

X. Tour Managers (Couriers)

1. TPCC may provide trained Tour Managers (Couriers) to oversee the arrangements for a tour whilst it is taking place and to liaise with customers and suppliers during the tour. To ensure quality service delivery, TPCC may make it a condition for the supply of other services for a given tour that a TPCC Tour Manager be allocated to the tour and billed to the client.
2. TPCC keeps on record official documentation attesting to the fact that persons engaged by TPCC as Tour Managers do not have a criminal record. Such documentation is regularly updated.
3. Tour manager services will be provided from arrival till departure of the group unless the range of the service is specified otherwise.
4. Tour manager services will be billed on a half-day or a full-day rate where the city of arrival or departure is Prague. If the city of arrival or departure is a city other than Prague, tour manager services will be billed on the basis of the full-day rate. The half-day rate applies only if the group arrives in Prague after 14:00hrs/2 p.m. or departs from Prague before 12:00 noon.
5. Positioning or repositioning fee (the cost of transporting the tour manager to/from the starting/finishing point of a tour) is not included in the tour manager daily rate and will be billed separately where appropriate.
6. Usually one Tour Manager is provided for each coach. If a group has more than 1 coach and requests to have only one Tour Manager, a supplement of 25% will be applied to the Tour Manager rate.
7. The cost of accommodation for Tour Managers is not included in the Tour Manager rate and if required will be billed to the Customer.
8. Tips for Tour Managers are not included in the TPCC Tour Manager rates.

XI. Hire of Musical Instruments

1. TPCC will, at the request of the Customer, supply musical instruments and related equipment for use on tour by the client.
2. The price for the hire and the period of the hire of the instruments and related equipment must be specified and agreed in advance between TPCC and the Customer.
3. Confirmation of handover of the instruments and related equipment must be signed by and authorised representative of the client at the request of TPCC or its representative.
4. All instruments and related equipment must be checked by an authorised representative of the Client at the point of handover. Any damage to, or inadequacies of, any hired instrument or related equipment must be notified by the Client to TPCC at the time of handover otherwise the Client may be considered liable for these.
 - a. Stringed instruments must be stored in their own cases. The cases should be stored and opened in a horizontal position only.
 - b. Double basses must be stored in a horizontal position.
 - c. It is forbidden to play rimshots on timpani.
 - d. Hire instruments may be played by the designated musician only. The use of hire instruments by other persons e.g. for educational purposes is not permitted.
 - e. To change strings or modify instrument settings please always contact the authorised instrument technician.
5. Any loss or damage to instruments and related equipment whether due to negligence, accident, deliberate action or any other cause during the period of hire is the responsibility of the Customer. The Customer is liable for the cost of replacement or repair of the loss or damage to the value documented by TPCC.
6. TPCC does not provide property insurance coverage for loss or damage to hired musical instruments.

XII. Transportation of Musical Instruments

7. TPCC supplies instrument transport on request. Instrument transport may be supplied both for instruments owned or held by the Client and for instruments rented to the Client by TPCC.
8. All trucks used for instrument transport are in compliance with all Government official safety regulations and have the appropriate documentation evidencing compliance. TPCC represents that it has verified this documentation.

9. All drivers possess a current and valid license to drive a truck.
10. Truck drivers are expected to assist in loading and unloading the instruments from truck to stage and back. They are not obliged to assist with stage set-up, though they may do so if requested.
11. TPCC will endeavour to ensure that drivers used speak English sufficiently to communicate with Tour Managers and group representatives.
12. The range of use/itinerary is always negotiated individually and an appropriate price agreed. Later changes to the range of use/itinerary are subject to alterations to the agreed price.
13. All expenses, taxes, fees and tolls other than customs fees are included unless stated otherwise in each offer.
14. The client and the performers are responsible for ensuring that they hold the correct paperwork in respect of any instruments being transported which are not rented from TPCC, especially any paperwork required for the smooth implementation of customs procedures (e.g. ATA-carnet). The Customer and the Client are responsible for ensuring that an authorized representative travels with the instruments for the purposes of customs procedures where necessary. TPCC cannot accept responsibility for delays resulting to instrument transport and or for any other problems or additional costs arising as a result of the failure of the Customer and the Client to fulfil the obligations listed above.
15. Accommodation and meals for driver(s) are not included in TPCC standard truck prices unless stated otherwise.
16. Tips for truck driver(s) are not included in the TPCC truck price
17. Instrument transport prices generally include insurance up to a total goods value of 5 million CZK (= approx. USD 227.000). In the event that the declared goods value is in excess of 5 million CZK, additional insurance will be secured and the price of our service will increase by an amount which TPCC will advise to the Customer. It is the responsibility of the Customer to declare the correct goods value to TPCC and to seek confirmation from TPCC that an appropriate level of insurance has been secured.
18. The transportation of instruments in vehicles other than the instrument truck is not covered by the insurance specified above.

XIII. Rights and Obligations of the Parties

1. TPCC undertakes
 - a. to provide services to the extent and quality specified by the Customer
 - b. to provide its services on dates as specified by the Customer
2. TPCC is not obliged to provide any service beyond the scope of services as ordered in a Firm Order
3. TPCC shall not assume liability for
 - a. any delay caused by natural disasters, heavy traffic on roads and at border crossings, strikes or force majeure.
 - b. damage to or theft of client's baggage
4. The Customer shall be entitled
 - a. to be provided with services in the specified extent, quality and time
 - b. to cancel a Firm Order pursuant to Article XIV of these Terms – Cancellation Terms
5. The Customer is obliged
 - a. to place a Firm Order for services with sufficient notice
 - b. to send the details required for a Firm Order for services no later than 5 working days before the provision of services, unless otherwise agreed
 - c. to notify TPCC of any and all changes to a Firm Order for services without delay
 - d. to render such assistance as may be required to ensure that services can be duly provided
 - e. to ensure that clients keep to the agreed itinerary/programme of services
 - f. to ensure that clients have the necessary travel documents (passports, visas etc.) required for the provision of services
 - g. to pay TPCC the full price for the services provided on the agreed dates
 - h. to pay TPCC any cancellation fees charged pursuant to Article XV. of these Terms and Conditions or to any other agreement which replaces or supersedes them

XIV. Cancellation of the Contract/Firm Order

Cancellation of all or part of the initial Contract must be sent to TPCC by email. Cancellation is deemed to have been received on the date on which receipt of the cancellation email is confirmed by TPCC.

XV. Cancellation Terms

The following cancellation fees will be charged:

1. 65 and more before the day on which services should commence – no cancellation fee will be charged
2. 64-46 days before the day on which services should commence 80% of expected turnover subject to a minimum of EUR 5.000 will be charged
3. 45 days and before the day on which services should commence 100% of expected turnover will be charged

If individual members withdraw from the tour:

1. 46 days or more before the day on which services should commence:
Cancellation of up to 10% of originally confirmed group members: free of charge
Cancellation of more than 10% of originally confirmed group members: 10% of price of confirmed services (for the cancelled persons exceeding 10% of originally confirmed group members) will be charged
2. 45 – 31 days before the day on which services should commence:
Cancellation of up to 10% of originally confirmed group members: 10% of price of confirmed services will be charged
Cancellation of more than 10% of originally confirmed group members: 50% of price of confirmed services (for the cancelled persons exceeding 10% of originally confirmed group members) will be charged
3. 30 –21 days before the day on which services should commence:
75% of the price of confirmed services will be charged
4. 20 days and less before the day on which services should commence (including no shows)
100% of the price of confirmed services will be charged

If the entire group does not cancel but some confirmed group services not including accommodation (e.g. coaching, meals, concerts) are cancelled

1. 46 days or more before the day on which services should commence:
10% of the price of confirmed services will be charged
2. 45 – 31 days before the day on which services should commence:
50% of the price of confirmed services will be charged
3. 30 –21 days before the day on which services should commence:
75% of the price of confirmed services will be charged
4. 20 days and less before the day on which services should commence:
100% of the price of confirmed services will be charged

XVI. Complaints

1. All complaints must be made to a representative of TPCC as soon as possible after the subject of a complaint arises.
2. TPCC will use all reasonable endeavours to resolve the subject of a complaint immediately.
3. At the latest all complaints will be responded to and a resolution offered within 30 days of their being made.

XVII. Data Protection Policy

1. The following information may be required from the Customer in order to enable TPCC to assist with provision of services.
2. Data will only be retained for as long as required to fulfil each individual booking.
3. Information required may include:
 - Full name and Date of Birth
 - Passport Number
 - Medical and Dietary requirements
 - Gender
 - Any other details as appropriate and necessary for legitimate purpose related to the organisation of the tour.

Terms of sharing and storing information:

1. The information is stored securely by TPCC and shared between employees only where necessary for the smooth organisation of the tour
2. TPCC will not pass on any information to any other organisation, unless sharing of information is needed to arrange the requested services e.g. accommodation

XVIII. Force majeure

The Prague Concert Co. and its employees and representatives, including any person or entity employed or engaged by TPCC. cannot be held responsible for any injury, loss, damage, accident, delay or expense

- resulting from events beyond its control, including, but not limited to, acts of God, war, strikes, riots, sickness or quarantine, government restrictions or regulations, or
- (in the absence of proven gross negligence) resulting from the use of any vehicle, or from the acts or omissions of any coach, railway or navigation company, taxi or tour service, hotel, restaurant, or other firm, agency, company or individual contracted or engaged by The Prague Concert Co. in respect of the tour.

XIX. Final Provisions

1. These General Trade Terms and Conditions shall be effective from 01/12/2019.
2. All business relations of the Customer and TPCC shall be governed by these Terms and Conditions, and the placement of a Firm Order on the basis of a Quotation from TPCC shall signify acceptance of these Terms and Conditions by the Customer, unless otherwise agreed by a valid contract.
3. This Agreement shall be governed and construed in accordance with the law of the Czech Republic and the parties submit to the exclusive jurisdiction of the Arbitration Tribunal of the Economical Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic, in accordance with the rules of such tribunal