

General Terms & Conditions

I.

Basic provisions

1. These General Terms & Conditions (hereinafter as „**Terms & Conditions**“) are published according to Section 1751 and subsequent sections of Act No. 89/2012 Coll., Civil Code, and apply to the sale of products and services of the seller, which is a natural person

Simona Lerchová

Registered Company Number: 08856613

located: Vémyslice 78, 671 42 Czech Republic

registered in the Trade Register on 15 January 2020, Competent authority under Section 71 paragraph 2 of the Trade Act: Moravský Krumlov Municipal Office, Czech Republic

contact details: Vémyslice 78, 671 42

email womenunitedartmovement@gmail.com

web www.womenunitedartmovement.com

telephone +420 777 282 592

(hereinafter as „**seller**“)

2. These Terms & Conditions govern the mutual rights and obligations of the seller and the buyer through a web interface located on a website available at <https://www.womenunitedartmovement.com> (hereinafter as „**online platform**“).
3. The provisions of these Terms & Conditions are an integral part of the contract. Individually agreed conditions in the contract take precedence over the provisions of these Terms & Conditions.
4. These Terms & Conditions and the contract are concluded in English.

II.

Information about services and prices

1. Information about the services, including pricing of individual options and their main properties are listed at the online platform. The prices of the services do not include VAT and remain valid for as long as they are displayed on the seller's website. This provision does not exclude the negotiation of a contract under individually agreed conditions.
2. Due to the nature of the services, no costs associated with packaging and delivery of products are included.
3. Any discounts on the purchase price of services cannot be combined unless the seller makes a different agreement with the buyer.

III.

Order and contract

1. The costs incurred by the buyer by the use of means of distance communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls), shall be borne by the buyer himself. These costs do not differ from the basic rates.
2. The buyer orders services by filling in the order form without prior registration.

3. When placing an order, the buyer chooses the services and the method of payment.
4. Before confirming the order, the buyer is allowed to check and amend the data he/she entered in the order form. The buyer confirms the order by clicking on the PLACE ORDER button or SUBMIT button (submissions done through Wufoo Forms). The data listed in the order are considered correct by the seller. Completion of all mandatory information in the order form and confirmation from the buyer that he/she has read these Terms & Conditions are necessary.
5. Immediately after receiving the order, the seller will send the buyer confirmation of the order to the email address stated by the buyer. This confirmation represents the conclusion of the contract. Valid Terms & Conditions are attached to the confirmation email.
6. All orders accepted by the seller are binding. The buyer can cancel the order until he/she receives a notification of the receipt of the order by the seller. The buyer may cancel the order by phone to the phone number or email of the seller specified in these Terms & Conditions.
7. If there is an obvious technical error on the part of the seller when stating the price of services in the online store or during ordering, the seller is not obliged to deliver the services to the buyer for this incorrect price, even if the buyer was sent an automatic confirmation of the order under these Terms & Conditions. The seller informs the buyer of the error without undue delay and sends the amended offer to the buyer's email address. The amended offer represents a new draft of the contract and in such a case the contract is concluded by the buyer's confirmation to the email address of the seller.

IV.

Payment terms

1. The buyer may pay the price of services under the contract in the following ways:
 - cashless payment via PayPal
 - cashless payment via Stripe
2. In the case of cashless payment by bank transfer based on an individual agreement between the seller and the buyer, the purchase price is payable within 3 working days of concluding the contract.
3. In the case of a payment through the payment gateway or via PayPal, the buyer follows the instructions of the relevant electronic payment provider.
4. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.
5. The seller is obliged to issue a receipt to the buyer under the Act on the Registration of Sales.
6. The seller will issue a tax document – invoice to the buyer. The tax document is sent to the email address of the buyer.

V.

Withdrawal from the contract

1. Withdrawal from the contract and refund policy is dependent on the nature of products/services purchased.
2. Digital submissions (online exhibitions, magazine, art prize) - there are no refunds once the buyer confirms the order and makes the payment.

3. If the submission was done by mistake, please email womenunitedartmovement@gmail.com for assistance immediately but no later than 24 hours after the purchase.
4. Digital courses – the customer has access to online content immediately after the payment is processed. There will be no refunds due to the digital nature of the product.
5. Live courses – the customer may request a refund no later than 24 hours after the purchase. Live courses are recorded. If the customer is unable to attend the live training, they will receive the content in the form of a recording. Other arrangements are possible after individual consideration.
6. Coaching – a refund for individual session purchases may be requested up to 48 hours before the scheduled date. Bundle purchases (3 or 5-session bundles) are considered as a comprehensive training. A refund for bundle purchases may be requested up to 48 hours before the first training. There will be no refund once the coaching sequence has been commenced.

VI.

Mail delivery

1. The contracting parties may communicate all written correspondence to each other by electronic mail.
2. The buyer delivers correspondence to the seller to the email address specified in these Terms & Conditions. The seller delivers correspondence to the buyer to the email address specified in his/her customer account or the order.

VII.

Out of court settlements

1. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Registered Company Number: 000 20 869, web: <https://adr.coi.cz/cs>, is responsible for the out of court settlement of consumer disputes arising from the contract. The online dispute resolution platform <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under a contract.
2. European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, web: <http://evropskyspotrebitel.cz> is a contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May /2004 and Directive 2009/22/EC (Online Consumer Dispute Resolution Regulation).
3. The seller is entitled to sell products based on a trade licence. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. The Czech Trade Inspection Authority, to a limited extent, supervises compliance with Act No. 634/1992 Coll., On Consumer Protection.

VIII.

Final provisions

1. All agreements between the seller and the buyer are governed by the law of the Czech Republic. If the relationship established by the contract contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the consumer's rights arising from generally binding legal regulations.

2. The seller is not bound by any codes of conduct concerning the buyer in the sense of the provisions of Section 1826 paragraph 1 point e) of the Civil Code.
3. All rights to the seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or any part thereof without the consent of the seller.
4. The seller is not responsible for errors caused by third party interventions in the website or as a result of their use contrary to its purpose. The buyer may not use practices that could adversely affect its operation and may not engage in any activity that may allow him/her or any third party to tamper with, or to use, the software or other components of the website. The buyer may not use the website or its parts or software in such a way that would be contrary to their purpose.
5. The buyer hereby accepts the risk of a change of circumstances in the sense of Section 1765 paragraph 2 of the Civil Code.
6. The contract, including these Terms & Conditions, is archived by the seller in electronic form and is not accessible.
7. The wording of these Terms & Conditions may be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the period of validity of the previous versions of the Terms & Conditions.

These Terms & Conditions shall apply from 1 September 2020 as amended.