

1. Commencement and Conditions of Contractual Relation

- 1.1. These General Terms and Conditions constitute an integral part of the contractual relation between Client and Kateřina Říhová – ANDĚLÍN, Musilkova 167/13, 150 00 Praha 5 (hereinafter referred to as “Supplier”).
- 1.2. Both Supplier and Client (hereinafter referred to as “Contracting Parties”) are obliged to follow these General Terms and Conditions.
- 1.3. If a contract is concluded between Client and Supplier, any divergent provisions of such contract take precedence over the wording of the General Terms and Conditions.
- 1.4. The contractual relation between Client and Supplier is established on the basis of a written order that has been confirmed (approved) by both Parties. Such order shall be binding and the General Terms and Conditions shall be its integral part.
- 1.5. A written order may be submitted in person, by e-mail, or post.
- 1.6. The agreed conditions of a contractual relation may only be altered and amended on the basis of a written agreement between both Contracting Parties.

2. Subject Matter

- 2.1. The subject matter is the provision of services related to the scope of business of Supplier, especially the provision of services for family and household.
- 2.2. Supplier undertakes to carry out an order in accordance with the contract terms, in the agreed language, within the agreed time and in the agreed form.
- 2.3. Client undertakes to inform Supplier immediately about any changes and events that might affect the performance of ordered services.
- 2.4. Client undertakes to pay to Supplier the final price of the agreed service. The minimum duration of individual child care is 3 hours (i.e. 3 x 60 minutes).
- 2.5. Client undertakes to ensure safe transport home for the baby-sitter when the service is completed at 10 p.m. and later. It is possible to provide overnight accommodation to the baby-sitter at the place of service, as per agreement with the baby-sitter.

3. Rights and Duties

- 3.1. Supplier is responsible for clean criminal record of its staff – baby-sitters.
- 3.2. A baby-sitter follows the established practice of the profession and performs his/her work to the best of his/her knowledge and belief.
- 3.3. Supplier undertakes to maintain discretion concerning all information and facts it shall learn in connection with the performance of its activity.
- 3.4. After the completion of each ordered service, Supplier is obliged to fill in a form concerning its performance in a proper and truthful manner. The form is to be signed by Client and the baby-sitter.
- 3.5. A baby-sitter is entitled to refuse to work in an unacceptable environment for physical, psychical or ethical reasons, and under the conditions inconsistent with the performance of his/her profession.

4. Prices

- 4.1. The price of an order shall be determined on the basis of the current price list of Supplier in a manner specified therein.
- 4.2. If the Parties agree upon a different (individual) price, such agreed price shall apply.

5. Payment Conditions

- 5.1. The payment of the price of completed work is based on a tax document issued by Supplier, due on the date specified therein. The usual due period is 14 days, unless otherwise stated in the contract.
- 5.2. Supplier shall charge to Client every hour or part thereof with 10 minute tolerance.
- 5.3. Supplier is entitled to issue an invoice for advance payment to Client before the beginning of work or during the performance of work. An invoice for advance payment is due on the date stated therein, and Client is obliged to pay such advance.
- 5.4. In the event of default in payment, Client shall pay to Supplier a late interest amounting to 0.1% of the amount due per each day of default.

6. Claims

- 6.1. Claims can be made in person, by e-mail or post. A claim must specify the particular reason and describe the nature of the defect, and suggestions for solution, if any.
- 6.2. If Supplier admits a claim, it shall immediately and at its own expense ensure remedy.

7. Withdrawal from Contract, and Damages

- 7.1. Each of the Contracting Parties is entitled to withdraw from the contract if irremovable obstacles occur on its part after the conclusion of a contractual relation that hinder it from fulfilling its obligation.
- 7.2. A Contracting Party is obliged to notify the other Contracting Party of its withdrawal from the contract in writing.
- 7.3. If Client withdraws from the Contract for reasons on the part of Client, Client undertakes to reimburse the costs incurred by Supplier until the day of withdrawal. Supplier undertakes to invoice such incurred costs forthwith.
- 7.4. Supplier is not liable for any damage incurred by Client due to non-fulfilment of the contractual relation if this is caused by unpredictable and unavoidable events, which Supplier could not prevent or foresee.

8. Cancellation Conditions

8.1. The cancellation conditions apply to the cancellation of an ordered service by the customer. The order can be cancelled in person, by e-mail, or post. Unless specified otherwise, the following cancellation rules apply:

8.1.1. In the case of individual child care at home:

If an ordered service is cancelled by Client less than 24 hours ahead, such service shall be deemed fulfilled and charged to Client in full as per the concluded order.

8.1.2. In the case of other services that do not include child care at home:

Supplier reserves a right to charge a fee for reserving the event date(s). The reservation fee is part of the total event price and its payment will be reflected in the final settlement.

Order cancellation:	since the date of signature until 60 days prior to the realisation of care	reservation fee
	within 60 – 30 days prior to the realisation of care:	25% of the total amount
	within 16 – 29 days prior to the realisation of care:	50% of the total amount
	within 8 – 15 days prior to the realisation of care:	75% of the total amount
	within less than 7 days prior to the realisation of care:	100% of the total amount

9. Special Provisions

- 9.1. Client agrees that the personal data provided by Client be processed and used in accordance with Act no. 101/2000 Coll. for the purpose of archiving within Supplier's business activity.
- 9.2. Client undertakes not to contact the baby-sitter directly without express consent of Supplier.
- 9.3. Client undertakes not to contact the baby-sitter directly or respond to a direct offer for cooperation by the baby-sitter for 12 months following the termination of cooperation without contacting Supplier.
- 9.4. If a contact occurs between Client and the baby-sitter with consent of Supplier, Client expressly undertakes not to discuss any issues related to the terms and conditions of the ordered service.
- 9.5. Client is not entitled to require from the baby-sitter any activities that have not been agreed beforehand.
- 9.6. Client undertakes to inform Supplier in writing on the current state of health of the entrusted child.
- 9.7. Supplier reserves the right to check its staff – baby-sitters during the performance of services.

10. Final Provisions

- 10.1. The contractual relations between Client and Supplier that are not expressly provided for in these General Terms and Conditions shall be governed by the relevant provisions of Act no. 513/1991 Coll. (Commercial Code of the Czech Republic).
- 10.2. The wording of these General Terms and Conditions shall be binding for both Contracting Parties.
- 10.3. These General Terms and Conditions come into force on 1 April 2017.