

Terms and conditions

Personal consultation

Agenda:

1. General provisions
2. Personal data processing
3. Order and Agreement concluding
4. Price and Reimbursement
5. Service using conditions
6. Service date booking process
7. Licence conditions and copyright protection
8. Cancellation conditions
9. Changes to Terms and Conditions and Agreement
10. Withdrawal from Agreement
11. Duration of agreement
12. Loss compensation
13. Liability exclusion
14. Assign of rights and duties under the Agreement
15. Third party interpretation
16. Dispute solutions

1. GENERAL PROVISIONS

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(hereinafter also „**Organizer**“)

Provides to the users as to natural persons (hereinafter also „**User**“) a possibility to attend a personal consultation directed to the sphere of teaching, meditation, relaxation and lifestyle within the framework of the so-called Channelling, namely by means of ordering at the address: www.skolachannelingu.cz (hereinafter also „**Websites**“) as well as subsequent personal participation at the address specified more precisely on the websites or by means of online audiovisual transmission (hereinafter also „**Service**“). In the framework of the Service, the User undertakes to pay to the Organizer a fee for the Services provided.

2. These Terms and Conditions (hereinafter also „**Conditions**“) integral together with Personal data processing (<https://skolachannelingu.cz/zpracovani-osobnich-udaju->

[gdpr/](#)) **define and precise rights and duties of both the Organizer and the User.** Together, they constitute **Service providing agreement** (hereinafter also „**Agreement**“). The Agreement with the Organizer may be concluded by the persons at the age of or over 18 years; the persons at the age of less than 18 years may conclude such an agreement solely by means of their legal representatives. The Organizer is entitled to refuse to conclude the Agreement with a User or, as the case may be, to terminate the contract with the User with immediate effect, if the User violates these Terms and Conditions.

3. The provisions of these Terms and Conditions constitute an inseparable part of the concluded Agreement between the User and the Organizer and they are displayed on the Websites of the seller www.skolachannelingu.cz.
4. If a contractual party is constituted by a consumer (a person other than a businessman making the order in the framework of his entrepreneurial activity), the relations not regulated by the Terms and Conditions are also regulated by the Act No. 634/1992 Coll., on Consumer Protection.

2. PERSONAL DATA PROCESSING

A customer acknowledges that, in the framework of service provision, the customer's personal data is processed by the Organizer as the personal data administrator. The Organizer accomplishes his informational obligation towards the customer in the sense of Art. 13 European Parliament and Council Order 2016/679 on natural person protection in connection with personal data processing and upon free circulation of this data and on cancellation of the directive 95/46/ES (general provision on personal data protection (hereinafter also „GDPR“) connected with customer's personal data processing for the purpose of agreement accomplishment, of negotiations concerning the agreement as well as for the purposes of fulfilment of the Organizer's statutory obligations by means of a special document (<https://skolachannelingu.cz/zpracovani-osobnich-udaju-gdpr/>).

3. ORDER AND AGREEMENT CONCLUDING

1. Marking of the service, description of its principal qualities and price may be found on the website. At the same time, the price is also mentioned on the order form. The offer is still valid while it is displayed on web interface.
2. The order form always includes the information or a reference to information about the user, the ordered service, lasting of the service, its price and the way of its reimbursement. The costs incurred to the user while using the remote communication media in connection with agreement conclusion (costs of internet connection, of phone calls etc.) are reimbursed by the user himself.

3. Contractual relation between the Organizer and the User takes its origin by sending off an obligatory order from the part of the User by means of order form on the website, which shall be subsequently confirmed by the Organizer at the User's e-mail address stated by the User. Beginning from this moment, i.e. sending off an obligatory order, mutual rights and obligations between the User and the Organizer defined by the agreement take their origin. Sending off the order, the User confirms to have got familiarized with these conditions and agreement as a whole and to agree with them. Origin of a valid electronic order is conditioned by filling in all the stipulated data and requisites stated in the order form. The information mentioned in the order is considered to be correct from the part of the Organizer.
4. The agreement constitutes an agreement concluded by electronic systems and it will be stored with the Organizer. A User agrees with use of the remote communication means when concluding his agreement.

4. PRICE AND REIMBURSEMENT

1. The User undertakes to reimburse the organizer's service by means of one-time payment; the amount of reimbursement is always stated with a concrete service on the website.
2. The service is agreed as of a concrete date stipulated for a concrete service on the website, namely by means of the Organizer's reservation system, where the User shall select an accessible time of service performance.
3. The due date occurs and payment for a service shall be performed no later than on the day when a service is realized, namely no later than 15 minutes before beginning of the service; it may be performed either in cash at place or in advance, by a bank transfer of by means of a visa card with the assumption that in case of a bank transfer the payment is to be specified in such a manner that the due amount might be attributed to the Organizer's account no later than the due date in compliance with this paragraph.
4. Should the due payment not be performed in advance or should it be rejected by the visa card issuer or, as the case may be, should it not be performed manually by the user or not be performed before the moment of taking up a service, the Organizer shall be entitled to refuse providing service to the User until the moment when the payment is performed by the User. The Organizer is entitled (however, not obliged) to terminate the contract unilaterally with immediate effect in the event of the User's payment delay less than 15 minutes before the planned taking up of service providing. The rejection of the User's participation in service providing due to the above stated reasons shall not

liberate the User from the obligation to reimburse the payment, with which he is in delay.

5. In connection with the payment performed on the basis of the agreement, the organizer shall issue a tax document – an invoice – for the user, which serves as a document of the service purchase. Until the moment when the payment is attributed to the Organizer's account, the Organizer shall issue an invoice for advance payment, upon which payment data including the due date shall be stated.

5. SERVICE USING CONDITIONS

1. For the purpose of due and trouble-free use of the service, above all in form of on-line audiovisual transfer, it is necessary to dispose of an equipment which complies with the minimum technical requirements and internet connection adequate for the provided service.
2. The User acknowledges that he is not allowed to participate in the service being under influence of any medicaments (including anti-depressants), alcohol, drugs or other narcotic or psychotropic substances that may affect his perception or distinctiveness.
3. The User acknowledges that opinion presentation of the Organizer or another person entrusted by him to it makes a part of the service. These opinions have solely recommendation character based upon subjective perception and opinions of the Organizer or of a person entrusted by him hereto. The information acquired by the User in the course of providing the service does not replace or include a recommendation given by an expert. The Organizer does not bear any liability for possible right of the User claimed in connection with information value of this service.
4. The Organizer recommends verifying parameters of the user's internet connection, above all the minimum guaranteed transfer speed, which should not be lower than 5 Mbps, and, furthermore, possible volume limitation of the downloaded data. The Organizer shall not bear any liability for possible fees connected with transferred data volume, which might be invoiced by the internet connection providers.
5. In case of audiovisual online transfer, using of the Organizer's service may be demanding as for the transferred data volume, and therefore an internet connection with any limitation as for the transferred data volume is inappropriate. The Organizer shall not bear any liability for possible fees connected with transferred data volume, which might be invoiced by the internet connection providers.
6. The User is acknowledged that for orderly use of the service, above all in form of online audiovisual transfer, it is necessary that technical requirements – updated software – are accomplished from his part. In case of use of not updated software – internet browser – functionality may be restricted; the Organizer shall not bear any liability for it.

7. In compliance with valid legal rules, the Organizer is not liable for the user's impossibility to use duly the service to full extent because of Internet network overloading or in consequence of problems or error concerning the equipment, network, electronics or communications, standing out of control or influence possibility from the part of the Organizer.

6. SERVICE DATE BOOKING PROCESS

1. The user makes reservation for a concrete service date at the website address. For reserving a service date, it is necessary to fill in the required identification data as well as data concerning the way of payment, which may be performed by means of a bank transfer, of (credit, debt) cards or in cash.
2. The user undertakes to state truthful data in connection with service date reservation and in case of change thereto, to inform the Organizer, without unnecessary delay, about that, namely in written form at the address: Zapova 1209/4, Prague, 150 00 or by means of e-mail at the address luciealferi@gmail.com.
3. To process the payments, the Organizer uses the company's payment gate of the company GoPay and payment processing is regulated by the business conditions, with which a User may get acknowledged at the address: <https://help.gopay.com/cs/tema/cenik-a-obchodni-podminky/aktualni-cenik-a-obchodni-podminky/podminky-pouzivani-platebni-brany-a-gopay-uctu/podminky-pouzivani-gopay-uctu-ucinnost-1-5-2018>.
4. In the framework of the service date booking, the User shall be asked to state the following data: name, surname, permanent address, e-mail address, data connected with the chosen way of payment, or, as the case may be, other data, which may be required and which are necessary for service date booking. Service date booking is used exclusively for the needs of the person who orders the service. A User is not entitled to transfer, without consent of the Organizer, rights and duties resulting from the service to any third person. In case of change to the person of User to a third person, i.e. a person different from the User and the Organizer finds out this change, he will then consider this act for a serious violation to Terms and conditions and will be entitled to reject further providing of service as well as service date booking and terminate the contractual relation with the User concerned with immediate effect and with right to full compensation of the remuneration.

7. LICENCE CONDITIONS AND COPYRIGHT PROTECTION

1. The User is entitled to use the service exclusively for his personal needs in compliance with these conditions. The User has no right to use the service for commercial purposes or for public production, to make any sorts of records, be it picture or sound. Besides that, he is not entitled to resell participation in this service to third parties. Should the User violate interdiction of making any records in the course of service providing, the Organizer has right to compensation and, besides this, also the right for reimbursement of contractual penalty at the amount of five times the price of provided service. Without the express consent of the User, any record will not be made by the Organizer or a person authorized by him.
2. The service content is subject to copyright protection as well as to further relevant legal norms. For exclusion of doubts, contractual relationship between the Organizer and the User shall not constitute a transfer of ownership or any other intellectual property rights towards the content of the service or the service itself.
3. Violation of this article of Terms and Conditions shall be held as a substantial violation to the agreement and, in case of its discovery, the Organizer is entitled to reject further providing of the service, to block or to delete the User account as well as to terminate the contractual relation with the User with immediate effect, which is connected with the right to full payment of remuneration for the service. The User does not have the right to a refund even of a proportional part of the price paid.

8. CANCELLATION CONDITIONS

1. Should the User cancel his participation in providing of the service on the basis of his request or in case of failure to appear at the time of service providing or due to his absence in the online-system for service providing by means of online audiovisual transfer or if he has not arranged the necessary technical conditions for service providing by means of online audiovisual transfer, the below stated cancellation conditions shall be applied:
 - a) participation cancellation at least 336 hours before the beginning (corresponds to equivalent of 14 days) before the stipulated date of service providing – without contractual penalty;
 - b) participation cancellation at least within the initiated 336hours and before beginning of 24 hours (corresponds to equivalent of 14 days – 1 day) before the stipulated date of service providing – contractual penalty at the amount of 75% of the service price;

- c) participation cancellation 24 hours or less before the stipulated service providing date or failing to appear at the place of service providing – contractual penalty at the amount of 100% of the service price.

9. CHANGES TO TERMS AND CONDITIONS AND AGREEMENT

1. The Organizer is entitled to change time and form of service providing (whether there will be personal participation or participation via online audiovisual transfer) as well as further conditions of using the service according to his own discretion; however, this must always be performed well in advance. The User shall be informed about such changes by e-mail directed to the address stated in his user account, namely at least before beginning of 336 hours (corresponding to equivalent of 14 days) before the stipulated day of service providing.
2. The Organizer is entitled to cancel or to change the date or form of service providing even without prior notice in a case that he or his child would be in such a state of health, which would make providing of the service impossible or, as the case may be, it might require such a care which would hamper the Organizer's participation in service providing. In such a case, the User is entitled to require reimbursement of the price paid for the service or offering of another day, when replacement service providing might be performed.

10. WITHDRAWAL FROM AGREEMENT

1. By concluding the Agreement, the User explicitly attributes agreement to service providing immediately after the agreement has been concluded and the advance payment has been reimbursed. Hereby, the User takes into account that, due to the fact that the Organizer provides the service consisting in leisure time use at a stipulated date, he loses the right to withdrawal from the Agreement in compliance with stipulations of § 1829, prov. § 1837 letter a) and prov. § 1837 letter j) Act No. 89/2012 Sb., Civil Code.
2. The Organizer is entitled to withdraw from the Agreement without unnecessary delay if he has found out that the User had violated the Agreement substantially.

11. DURATION OF AGREEMENT

1. The Agreement is concluded for the time until the Organizer provides the service or until the Organizer terminates the Agreement in compliance with these Terms and Conditions.
2. The Organizer is entitled to terminate the contractual relation or to restrict the User's access to the service in a case, when:
 - a) the User is in delay with payment,
 - b) the service is used by the User without authorization or if there is a reasonable suspicion that the service is used without authorization or
 - c) the User has violated the Agreement substantially in another manner

12. LOSS COMPENSATION

The User is obliged to compensate the Organizer for any damage caused in any form as a result or in connection with the violation of Agreement, laws or third party rights by the User.

13. LIABILITY EXCLUSION

1. All the provided services serve for the purposes of education and information in the sphere of personal development. The information provided or mediated by the Organizer – it is just instructions and recommendations. The User's success or failure in their application in practice is subject to the sole responsibility of the User.
2. The Organizer warns that in case of some services, above all in the sphere of personal development, the User may be exposed to physical, mental or emotional strain, and it is entirely up to the User and his decision whether or not to undergo specific proposed exercises or tasks.
3. Furthermore, the Organizer points out that the information included in the services cannot replace individual consultation of a qualified expert. At the same time, they cannot replace medical or psychotherapeutic care. The services may include information about the products and services provided by third parties with the assumption, that even this information is a mere recommendation and expression of subjective opinion on the issue in question.

14. ASSIGNMENT OF RIGHTS AND DUTIES FROM THE AGREEMENT

The Organizer is entitled to assign his rights and duties resulting from the Agreement to a third party, with whom it may be supposed that it would fulfil its obligations towards the User duly and in compliance with the Agreement; this may be done even without the User's consent. The User is not entitled to assign his rights and duties resulting from the Agreement.

15. CONTENT OF THE THIRD PARTIES

The websites may include and they include references to other websites run by third parties, such as e.g. the GoPay Company. The Organizer has no control over such references or content of such websites and assumes no liability for them. The User uses such third party websites at his own risk.

16. DISPUTE SOLUTIONS

1. Complaints and comments of the Consumer concerning the contractual relationship concluded between the Organizer and the User shall be dealt with by the Organizer. The User may claim his complaints at the e-mail address luciealferi@gmail.com. Should a complaint be a claim, then it shall be processed as a claim.
2. The User and the Organizer shall primarily try to solve the disputes amicably. Should finding of an amicable solution be impossible, the matter may be further solved in an extrajudicial way. In such a case, the User may contact a subject offering extrajudicial dispute solution; it may be e.g. the Czech Business Inspection.
3. Relations and possible disputes taking their origin on the basis of the Agreement, shall be solved exclusively in compliance with the Laws of the Czech Republic; they shall be solved exclusively by the relevant courts of the Czech Republic.
4. Should a relation connected with use of the website or a relation found by an Agreement include an international (foreign) element, then the Organizer and the User agree, that this relation is ruled by the Czech Laws. This does not affect the consumer's rights under generally binding legislation.

5. These conditions are valid and effective from 22.2. 2022 and cancel the previous wording of the conditions. The conditions are available at the headquarters and premises of the Organizer or electronically on www.skolachannelingu.cz.