

# Move Now

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## General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") apply to contracts concluded between our company

Radek Vavřík  
Jánská 314  
281 63 Kostelec nad Černými lesy  
IČ: 00991333  
Telefonní číslo: +420 777 827 448  
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As a service provider and you, as a service consumer.

## 1. INTRODUCTORY PROVISIONS

By the Contract, we undertake to provide you with the service specified in the Order, and you undertake to pay us the price for the service specified in the Order. The price for the Service (or just the "Price") includes the costs associated with the provision of the Service. The amount of these costs will be communicated to you prior to entering into the Contract.

A contract under these terms and conditions may be concluded in the following ways:

- by means of distance communication, i.e. by email or telephone (hereinafter referred to as distance communication);
- in person in the presence of a representative of the service provider and the service customer, i.e. in writing with your signature and the signature of a person authorised by our company (hereinafter referred to as "in person in writing").

### 1.1. Services

We provide in particular the transport of movable goods in a transport vehicle from the place of loading to the place of unloading, including loading of the transported goods into the transport vehicle, unloading of the transported goods to a specific place at the place of unloading and, if necessary, their technically undemanding disassembly and assembly, or other services specified in more detail by mutual agreement.

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## 1.2 What is covered by the contract?

A contract is defined herein as any contract concluded in accordance with these Terms and Conditions, in particular a contract for the transport (or carriage of goods) or a contract for the provision of services.

## 1.3 Is the contract a consumer contract?

It is a consumer contract if you are a consumer, i.e. if you are a natural person and you order the service outside the scope of your business activity or outside the scope of your independent exercise of your profession. Otherwise, it is not a consumer contract and you are not covered by consumer protection under the law and these terms and conditions. In particular, as a non-consumer you do not have the right to withdraw from the contract without giving any reason.

## 1.4 What special rights do you have as a consumer?

As a consumer, you mainly have the following rights:

- the right to withdraw from a contract that has been concluded
- the right to withdraw from a contract that has been concluded by means of distance communication such as telephone or e-mail (Article 4 of these terms and conditions);
- the right to information before the conclusion of the contract (information is contained in these terms and conditions or on the web interface).

## 1.5 What governs our legal relationship?

Our legal relationship is governed by the following documents:

- these Terms and Conditions, which define and specify our mutual rights and obligations;
- the Complaints Procedure, which we will follow when making a claim for services;
- the terms and conditions and instructions set out on the web interface or in our communications, in particular when concluding the contract;
- the order and its acceptance by us; and in matters not covered herein, the following legal provisions:

- Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code");
- Act No. 634/1992 Coll., on Consumer Protection, as amended (only if you are a consumer). If your domicile or registered office is outside the Czech Republic or if our legal relationship contains any other international element, you acknowledge that our relationship is governed by Czech law. If you are a consumer and the law of your country of residence provides a higher level of consumer protection than the Czech law, you are afforded this higher level of protection in the legal relationship.

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## 1.6 How do you agree to the Terms and Conditions?

By placing an order by distance you confirm that you have read and agree to these terms and conditions. If you conclude the contract in person in writing, you are bound by these terms and conditions from the moment of conclusion of the contract. We may change or amend the wording of the terms and conditions. Your rights and obligations are always governed by the wording of the terms and conditions under which they came into effect.

## 2. AGREEMENT

### 2.1 How do we enter into a contractual relationship?

In order to enter into a distance contract, both parties must agree on the terms and conditions of the transport and other services, including the price, place and time of the services to be performed. Upon approval by us, the order is considered binding and concluded. The order can be made by e-mail or telephone (distance mode).

2.2 In order to conclude a contract in person in writing, it is necessary that there is an agreement on the content of the contract to be concluded.

2.3 All submitted and agreed orders are binding.

2.4 In the case of a distance contract, the contract shall not be concluded in writing with the signatures of the contracting parties. The contract consists of these terms and conditions, your order and our acceptance of it. If the contract is concluded by e-mail communication, it will be sent to you by e-mail or, at your request, printed by post. If sent by post, we may ask you to pay the costs involved.

## 3. PRICE

3.1 The binding price of the service, including the cost of providing the service, or the method of calculating the price of the service, will be communicated to you in the course of ordering the service before the conclusion of the contract. The price of the Services is inclusive of all taxes and other charges. In the case of a contract concluded in person in writing, the price of the services is stated in the written contract.

3.2 In the event that the cost of performing the service changes substantially after the conclusion of the contract, we reserve the right to enter into negotiations to adjust the price of the service. If either party to the contract does not agree to the price adjustment, it has the option to withdraw from the contract.

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3.3 You may pay the price of the Service in cash or by bank transfer.

3.4 In the event that we require a deposit or agree on an advance payment, the deposit must be paid before the provision of the service by transfer to our bank account, which we will inform you of for this purpose during the ordering of the services. The balance of the service price must then be paid in cash. Upon agreement, the balance can also be paid after the service has been provided by transfer to our bank account, which we will inform you of for this purpose, on the basis of an invoice issued without undue delay after the service has been rendered. Any other methods of payment can be agreed individually.

3.5 If you are not a consumer, you may be charged default interest at the rate of 0.5% of the amount due for each day of delay for failure to pay the price of the services in accordance with these terms and conditions. Our right to compensation for damages caused by your delay is not affected. In addition, you may be charged for the cost of any written reminder we send to you to request payment of the overdue service price.

3.6 You acknowledge that if you fail to pay the price for the services performed in the manner set out in clause 3.4(2) of these terms and conditions, we shall be entitled to retain the goods transported which are the subject of our obligation until you have fulfilled your obligation to pay the price for the services provided. In the event of retention of the transported items, we shall be entitled to reimbursement of the reasonable costs of retention (in particular the costs of transport and storage of the items).

3.7 Payment for the Service is possible in Czech crowns (CZK), Euros (EUR) and Pounds (GBP)

3.8. We may require a deposit for the price of the service, especially for orders with a total price of more than CZK 5,000. A deposit is always required when ordering a service that will be provided outside of Prague.

## 4. YOUR RESPONSIBILITIES

During the provision of the service, you are obliged to provide us with the necessary cooperation, in particular you are obliged to:

- provide access roads and sufficient parking space at the loading and unloading site;
- ensure that the stairways and other areas of the house are sufficiently clear; ensure that the lift is working;
- prepare the items to be moved (including packing them if necessary), as well as the necessary accompanying documents and, if necessary, obtain permission to enter the designated place;
- ensure that the items to be transported, in particular electrical appliances and other equipment, are out of use, suitably packed and ready for transport in accordance with the relevant instructions for each appliance;
- cabinets, safes and items of a similar nature are locked or free of items;
- inform us of the nature, dimensions, weight and volume of the load or items to be moved.

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By placing an order, you confirm that the transported items, which are the subject of the contract, will not be by their nature:

- things endangering human life or health;
- items the possession, storage or transport of which is contrary to law;
- items which, due to their nature, require special adaptation of the vehicle or the creation of special conditions for transport;
- live or dead animals

In the event of a breach of the aforementioned obligations, we are entitled to withdraw from the contract. Furthermore, we are entitled to compensation for reasonable costs incurred in connection with the failure to comply with such obligations and, where applicable, damages.

## 5. WITHDRAWAL FROM THE CONTRACT

Pursuant to the provisions of Section 1829 of the Civil Code, any consumer who has concluded a distance contract has the right to withdraw from the contract within 14 days of the conclusion of the contract. You may withdraw from the contract before the expiry of the withdrawal period, i.e. within 14 days of the conclusion of the contract, if you do not agree to provide the services within this period. Please note that in this case the services will not be delivered to you until after this period has expired, unless you withdraw from the contract within this period. We recommend that you send your notice of withdrawal to our delivery address or email. A sample form can be used to withdraw from the contract. We will acknowledge receipt of the notification without undue delay.

Please note that according to the provisions of Section 1837 of the Civil Code, the following contracts, among others, cannot be withdrawn from:

- on transport, if we provide you with the performance within the specified term. This exception applies in the case of contracts whose object of performance is the transport of goods from the place of dispatch to the place of destination; Our company allows you to withdraw from a removal contract under the following conditions:

withdrawal from the contract more than 7 days before the start of the work: free of charge.

cancellation of the contract between 24h and 7 days before the start of the work: 50% of the contract price. In case of price per hour, then according to an objective assessment of the time required.

Cancellation of the contract less than 24h before the start of the work: 100% of the contract price. In the case of price per hour, then according to objective assessment of time requirements.

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- on the provision of services if they have been performed with the prior express consent of the consumer before the expiry of the withdrawal period (14 days from the conclusion of the contract). By agreeing to the provision of services before the expiry of the withdrawal period, you acknowledge this consequence. You may withdraw from a contract concluded at a distance, as well as from a contract concluded in person in writing, if you do not agree to a change in the price of the services in accordance with Article 3.2 of these Terms and Conditions.

In the event of withdrawal from the contract within 14 days, we are obliged to return to you the funds we have received from you under the contract. We will return the money to you within 14 days of your withdrawal from the Contract, either (i) in the same way we received the money from you or (ii) in the way you request.

In addition to the above methods, we can always refund the money by sending it to the bank account or account from which the funds were transferred to pay the price (if you do not provide us with one within ten days of withdrawal from the contract). By accepting these terms and conditions, you agree to the sending of the funds according to the previous sentence, provided that you do not incur any further costs in this way.

We reserve the right to withdraw from the contract in the following cases:

- a technical error has resulted in a manifestly incorrect price for the service;
- it is not possible to provide the service under the original conditions for objective reasons (in particular, if the conditions for the provision of the service change in such a way that it is not possible to load or unload the goods to be transported, or if circumstances have arisen independently of the provider's will which the provider could not have foreseen, averted and overcome in advance and which prevented him from fulfilling his obligation under the contract);
- in the event that you fail to provide the necessary cooperation in accordance with Article 4 of these Terms and Conditions;
- performance becomes objectively impossible or unlawful. In the event that any of the aforementioned events occur, we will inform you of our withdrawal from the contract without delay.

The withdrawal is effective against you at the time it is delivered to you. If you have already paid the price in full or in part, we will refund the amount received to you to the account you provide us with for this purpose or from which you made the payment. We will refund the money within five days of the cancellation of the contract.

## 6. RIGHTS FROM DEFECTIVE PERFORMANCE

Your rights arising from defective performance are governed by the applicable generally binding legal provisions (in particular Sections 1914 to 1925, 2099 to 2117 and 2158 to 2174 of the Civil Code).

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We will proceed in accordance with our Complaints Procedure when exercising rights arising from defective performance. Please read the Complaints Procedure thoroughly before submitting a claim so that the claim can be settled as quickly as possible and to your satisfaction.

## 7. DAMAGE COMPENSATION

Please note that we will not be liable for any damage to the transported goods caused by your actions or the actions of a person who is entitled to hand over the transported goods to us at the place of loading or to take over the transported goods at the place of unloading.

In the event that you have ordered the service in the course of your business, we shall be liable for damage to the goods which are the subject of our obligation up to the amount of CZK 30,000.

## 8. OTHER RIGHTS and obligations of the parties

Out-of-court resolution of consumer disputes. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <http://www.coi.cz>, is competent for the out-of-court settlement of consumer disputes arising from the Purchase Contract.

## 9. FINAL PROVISIONS

In exceptional cases, we reserve the right to provide the service through a third party (subcontractor). In such cases, our company will be responsible for the proper provision of the ordered service. All rights and obligations between you and our company relating to the provision of services under these terms and conditions shall continue to be governed by these terms and conditions.

In the event that, independently of our will, circumstances arise which we could not foresee, avert or overcome in advance and which prevent us from fulfilling our obligations under the contract (e.g. natural or other disasters or accidents, riots, strikes, etc.), we will inform you of this fact and agree on a further course of action, including arranging another date for the provision of the service.

If you are not a consumer, all disputes arising out of and in connection with this contract shall be finally decided by the Court of Arbitration of the Chamber of Commerce of the Czech Republic and Agrarian Chamber of the Czech Republic in accordance with its rules by a single arbitrator appointed by the chairman of the Court of Arbitration.

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We are not entitled to disclose any information, including information contained in documents that are the subject of the service, or information that we obtain about you in the course of providing the service, to any third party without your prior express consent. The preceding sentence does not apply in the case of the provision of information to employees of our company or other persons involved in the performance of the contract (i.e. service providers, external carriers, etc.).

In the event that any provision of these Terms and Conditions is (or becomes) invalid, ineffective or unenforceable, the provision that is closest in meaning to the invalid, ineffective or unenforceable provision shall apply instead. The invalidity, ineffectiveness or unenforceability of one provision shall not affect the validity of the other provisions. The contract (including the terms and conditions) may be amended or supplemented only in writing. These terms and conditions are valid and effective from 1 January 2018.

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