



	<b>GENERAL RULES DIY PRAHA S.R.O. DIY WORKSHOP</b>
<b>I.</b>	<b>Opening provisions</b>
1	These rules shall apply to all activities performed in the DIY workshop, operated by the company DIY Praha s.r.o., Id no. 24244881 at the street Kolbenova in Prague 9 - Vysočany (the “ <b>workshop</b> ” henceforth).
2	The company DIY Praha s.r.o. is referred to henceforth as “ <b>operator</b> ”.
3	These rules shall apply to anyone participating in the activities of the workshop, i.e. members and non-members (the “ <b>client</b> ” henceforth). All clients are obliged to get familiar with these rules and follow them.
4	The operator provides to the client namely following services (or their combination: <ul style="list-style-type: none"><li>- use of tools, devices, auxiliary working tools and other equipment (the “<b>tools</b>” henceforth) by the client in the workshop;</li><li>- use of part of the workshop by the client for work;</li><li>- lease of movable assets by the operator to the client, also to be used out of the workshop (tool rental);</li><li>- courses;</li><li>- sale of material;</li><li>- sublease of parts of the workshop for organization of events (such as workshops, lectures, shows) (the “<b>events</b>” henceforth);</li><li>- events attendance;</li><li>- storage of material and products of the client.</li></ul>
5	The operator provides to the clients services according to the contract concluded with the client (the “ <b>Contract</b> ” henceforth). These general rules create part of such Contract.
6	Unless stated by the operator otherwise, the operating hours of the workshop are daily from 9:00 to 21.00.
7	The client undertakes to pay the operator price for the services agreed in the Contract.
	<b>We do not (yet) have a policy for everything; we are counting on common sense, respect, honesty and communication.</b>
<b>II</b>	<b>General rules</b>
1	The client is obliged to act in a safe and responsible manner to prevent damage or injury.
2	Persons under 18 years old can be in the workshop only under supervision of the person older than 18 years; this person would be responsible for following of these rules by person under 18 years.
3	Provisions of these rules that stipulate obligations of the client shall also apply to any other person accompanying the client. In case of breach of these rules by this person the client is responsible to the operator in the same extent as if the rules were breached by the client.
4	The client is entitled to be in the workshop only during the opening hours or during the event.
5	The operator is responsible for items set aside in the workshop only in case these items are in the place designated by the operator. The items usually set aside in relation to activities performed by the operator in the workshop are only ordinary clothes of the client, that are usually taken off when performing activities in the premises similar to the workshop. The operator is not responsible for any other items than those described in this provision of the rules. The organizer of the events is fully responsible for loss or damage on the items brought into the workshop or left in the workshop by the participants of the event.
6	The client is entitled to use own tools, equipment or safety equipment in the workshop exceptionally and with previous consent of the operator. In case the client is using in the workshop own tools, equipment or safety equipment, the client is responsible for good state, safety and proper technical conditions of such tools, equipment and safety equipment and is responsible for any damage caused by the use of them in the workshop.
7	Everyone is obliged to refund in full all the damage caused, whether intentionally or in negligence.
8	Clients agree to sign the safety consent form before commencement of activities in the workshop; without signing the consent the client will not be allowed to work in the workshop.
9	The client can use the tools and/or perform activities in the workshop based on prior reservation.
10	Client agree to terminate activity per the time booked, arrangements for extension of services must be made with the operator.



11	The operator reserves the right to limit access to the client's works in progress to the times reserved by the client.
12	Animals are not allowed to enter the workshop when a work is performed. Animals are allowed to enter the workshop during social events. The client is responsible for any damage caused by the animal to the operator or to third person. The operator is in no case responsible for safety of the animal in the workshop.
13	Smoking is not allowed in the workshop.
14	Use of the tools and entry to the workshop under influence of alcohol or drugs is prohibited. The operator is entitled to banish persons under influence of alcohol or drugs from the workshop without any entitlement to reimbursement of reserved time/paid course etc. In case of repeated breach of this article the operator is entitled to cancel the contract signed with the client immediately. In such case, the client is not entitled to any financial remuneration.
15	The client undertakes not to perform in the workshop any activities that require permissions which the client does not have and undertakes not to perform any forbidden or risky activities.
16	The client, as well as all the persons the client brings into the workshop and participants of the events, are obligated to act so that they do not disturb other users of the workshop, either by inappropriate behaviour, excessive noise or other disturbing effects of their activities. This shall not affect the right of the client to perform activities he/she is entitled to perform based on the contract concluded with the operator, always, however, taking in consideration other persons in the workshop, in the building and in the surroundings of the building.
<b>III Use of tools</b>	
1	The client is allowed to use the tools only for purposes it is designated for in accordance with safety and health protection rules; the manual of use and instructions by the operator or organizer of an event are available on request.
2	The client agrees only to use the tools after he was informed about the safety and health protection rules and about the manual of use and only in case he understood to these rules.
3	The client is using the tools at own risk.
4	By taking over the tools from the operator the client confirms that the tools were handed to him in good working order that was demonstrated during takeover;
5	The client is obliged to use the tools in such a way as to prevent any damage and in the event of damage agrees to be responsible for this damage and its reimbursement.
6	The client agrees to return the tools and the space used cleaned and in the condition received.
7	The client agrees to use respective safety devices and equipment when using the tools; these will be made available by the operator or organizer of the event.
8	The client is not allowed to make any changes to the tools without the supervision/permission of the operator.
9	In any case that the client finds any defect of the tool and/or in case of any doubts about proper and safe use and/or in case the tool is not performing as expected the client is obliged stop using tools immediately and inform the operator/event organizer.
10	The client is not entitled to enable use of tools to third person and is obliged to make sure the tools will not be provided to any third person without the client knowing.
<b>IV Use of the workshop</b>	
1	The operator will enable the client to use the workshop and its equipment to perform activities described in the Contract, under conditions and in the extent agreed in the Contract. The client undertakes to pay the operator price for the use of the workshop as agreed in the Contract. The client is aware that use of the workshop and its equipment is non-exclusive and that workshop will be used also by other persons.
2	It is possible to use the tools and equipment for work in the workshop based on (i) payment of membership fee or (ii) payment of individual working hours.
3	Joining the course is possible based on prior reservation.
4	„Working in the workshop“ means that premises, tools and social facilities are at client's disposal. Material and delivery are charged separately according to actual consumption and/or what was ordered.
5	The time spent in social area is not included in working hours.
5	Within 10 (ten) working days from the end of the calendar month the client – member will receive a tax document with calculation of extra hours used, consummated material and used services. If



	there are not any, no tax document will be issued. Tax document for the membership is issued at the moment of the payment.
<b>V</b>	<b>Booking and no-show penalties</b>
	<b>Booking and no-show penalties – working in the workshop</b>
1	Previous reservation is required for working in the workshop via web pages (in case of malfunction of web pages by email or in person) on previous day until 19:00. If the client doesn't show up without notification within first 15 minutes of the booked time, somebody else can work on work place he/she booked.
2	Cancellation of booked time without penalty is possible until 19:00 of the previous day. This cancellation shall be done on web pages.
3	Cancelled hours after 19:00 will be handled on case-by-case basis. This cancellation is possible only by phone, email or in person. If there is no communication from the client before the booked time, the hours will not be refunded.
	<b>Booking and no-show penalties – courses</b>
4	Courses attendance is possible after previous reservation by e-shop. In case of malfunction of web pages or in case of booking with voucher reservation can be done by email or in person.
5	In case the courses fee is not paid three work days before the course, the reservation will be cancelled and a place on course made available for others.
6	It is possible to change booking of the course for another day 48 hours before commencement of the course.
7	It is not possible to change booking of the course for another day less than 48 hours before commencement of the course.
8	Cancellation of attendance with a refund is possible on in case the course is cancelled or rescheduled by the operator.
9	Except for the advanced courses (requiring certain skills level), it is always possible to change attender of the course (by email). In case the member discount has been applied, the new attender will pay the difference in the workshop or the difference will be included in member's monthly invoice (except for cases under VI.10).
<b>VI</b>	<b>Use of the workshop by members</b>
1	The type of membership will be chosen for whole calendar month until 25th day of the previous month; the membership fee for the next month shall be paid until this day too.
2	Every type of membership allows work in the workshop for certain time (certain amount of hours). The extra hours of working (each started hour) are charged separately while the price of each hour depends on type of membership.
3	It is not possible to change the type of membership during one calendar month.
4	In case of purchase of more calendar months at once, the total purchased hours can be used anytime during that period.
5	In case the content of each type of membership is changed, the change will apply on the client after the end of period for which the membership was paid.
6	Non-used hours will not be transferred to the next month and there will be no financial compensation provided.
7	The membership terminates after end of period according to the Contract.
8	Until the last day of calendar month of membership, the client shall clear out provided storage space, otherwise the storage fee will be charged.
8	Upon previous agreement the client is allowed to bring someone along to help with work in the workshop at client's project. This person can work only with the client on client's project. In case this person works on his/her own project, the hours will be charged extra as for a non-member.
9	The client - member can attend events organized by the operator, use social area, drawing and designing premises and equipment, shared co-working space and changing area free of charge.
10	A client - member can register non-member to any course for the price discounted according to his/her tariff. This is possible once a month. This possibility can be used also f.e. by buying voucher.
<b>VII</b>	<b>Clean-up of the work space</b>
1	The client is obliged to keep the workshop and its equipment clean and at the end of agreed time to clean up his/her work place and leave it in the state he/she took it over. The client also undertakes to keep clean access road to the workshop and surroundings of the workshop, namely



	undertakes not to leave there any material, waste or other items. In case of breach of any of the obligations set by this article the client undertakes to pay the operator cleaning fee.
2	In case, at the end of agreed period of use of the workshop (for example, after the end of membership), the client leaves in the workshop any items, the client is obliged to pay the operator storage fee for every day of storage of these items until the day of its removal.
3	In case the items are not removed from the workshop within one month, the operator is allowed to (using its discretion) (i) sell them, (ii) use them in the workshop or (iii) throw them away. The client is obliged to refund any costs incurred to the operator (such as moving costs, liquidation fee) thereby.
<b>VIII Events organized by the client</b>	
1	In case the operator is subleasing workshop or its part to the client to organise workshop, course, exhibition or other similar event for public (the "Event"), the client is obliged to make all participants of such Event familiar with these rules and make sure the participants follow the obligations stipulated by these rules for the clients. The client is responsible for following of these rules by the participants. In case of breach of these rules by the participant the client is responsible to the operator in the same extent as if the rules were breached by the client.
2	The client, as the organiser of the event, is obliged to arrange for all necessary permissions and consent of the respective state and local authorities, if necessary and required by respective legal regulation.
3	The client undertakes not to organize in the workshop any activities that require permissions in case the client does not have such permission and undertakes not to perform any forbidden or risky activities.
<b>IX Provision of the material by the operator for the client and the sale to the client</b>	
1	Should the operator and the client agree that the operator will arrange for some material for the client, the client is obliged to take over such material and to pay for it agreed purchase price (the "Purchase price" henceforth).
2	The client is obliged to pay the Purchase price as at the moment of takeover of the material at the latest, unless the operator agreed with the client on later payment (namely that the price of the material will be part of the monthly invoice). The material will be handed over to the client in the workshop. the operator is entitled to ask deposit for the purchase price of the material up to 100% of the price.
3	In case the client does not take over ordered material in time and place according to the Contract, he/she is still obliged to pay the operator the purchase price for it. Moreover, together with the Purchase price the client is obliged to pay the operator a storage fee for every day of delay with takeover of ordered material, until the day the material is picked up or removed from the workshop. The operator is entitled to sell the material. In case the operator is able to sell the material and (i) the achieved sale price, after deduction of the costs related to the sale, is slower than agreed purchase price, the client is obliged to pay the operator the difference between achieved sale price (after deduction of the costs related to the sale) and agreed purchase price (ii) the achieved sale price, after deduction of the costs related to the sale, is higher than agreed purchase price, the obligation of the client to pay the purchase price ends; the client is not entitled to be paid sale proceeds or their part. In case the operator is not able to sell the material in reasonable time, the operator is entitled to dispose the material as waste, at the cost of the client. In this case, the client is still obliged to pay the purchase price for the material and the storage fee.
<b>X Storage</b>	
1	The operator will enable the client to store his/her material, projects and work clothes. Storage is possible (i) within the membership according to current content of types of membership or (ii) individually for a fee.
2	Lease of space means space inside of it, not over it, on it or around it.
3	Storage space can be leased separately regardless of chosen membership.
4	In case the client does not remove his/her material or unfinished project or any other objects from the workshop premises, the operator is entitled to store these items and charge the client a storage fee.
5	Within the workshop the operator is allowed to move the stored items or arrange it.
6	The access to stored items and/or their handover will be made according to operator's schedule upon prior arrangement.



<b>XI</b>	<b>Fees</b>
1	The client agrees to pay the operator for all the services provided in the agreed amount.
2	The membership fee shall be paid in advance for whole calendar month.
3	The client agrees to pay for all materials provided by the operator, including fasteners, glue, paint, wood etc.
4	In case the tools and/or space are not returned cleaned, the operator is allowed to charge the client a fee for cleaning.
<b>XII</b>	<b>Damage</b>
1	By taking over the tool the client is responsible for damage caused to the tool and its parts and accessories, until returning the tool to the operator.
2	In case of lease of tools out of the workshop the client is responsible for damage caused to the tools caused by him or by persons to which he enabled access to the tools.
3	Responsibility for damage applies also to the damage caused by negligence, wrong usage or vis maior. The client undertakes to compensate any damage caused in the amount for replacement or repair of the damage. In case of loss, theft or destruction the client undertakes to compensate the operator the damage corresponding to the value of the lost, stolen or destroyed item.
4	The damage compensation is payable when claimed by the operator.
5	The operator is not responsible for damage caused to the client by third parties (namely other clients)
6	The clients are advised to arrange for damage responsibility insurance and injury insurance.
<b>XIII</b>	<b>Other payments</b>
1	The client agrees to reimburse the operator any other costs incurred to the operator due to activities performed by the client in the workshop.
<b>XIV</b>	<b>Use of tools outside the workshop</b>
1	Clients who are members can rent some types of tools to use out of premises of the workshop.
2	The clients take over the tools in the state to be used.
3	The client is obliged to use the subject of the lease with due care and maintain it in the state it took it over.
4	The client is not allowed to sublet the subject of the lease.
5	In case the client enables third person to use the subject of the lease, upon payment or without payment, the client is responsible for damage caused to the subject of the lease as if it was used by the client.
6	The operator is not responsible for damage caused by using of the subject of the lease.
<b>XV</b>	<b>Photo/media release</b>
1	The clients agree that the operator is allowed to use images of them and their work (including photo, video, written description) and to use these images, whether materialised or digital, on its web pages, facebook page or in any other documents to promote activities in the workshop. These images can be edited or enhanced, used as part of other picture or only part of it can be used.
<b>XVI</b>	<b>Disputes</b>
1	Disputes arising from the contracts signed between the client and the operator will be solved under the Czech legislation by the Czech courts.
2	Any disputes between the operator and the client, who is a consumer, can be also solved in non-court proceedings. In such a case, the client can contact an alternative dispute resolution body, for example the <a href="#">Czech Trade Inspection Authority</a> ("Česká obchodní inspekce") or use special on-line <a href="#">Online Dispute Resolution platform</a> .
3	You can find more information about the alternative dispute resolutions on <a href="#">web page of Czech Trade Inspection Authority</a> .
<b>XVII</b>	<b>Final provisions</b>
1	These general rules are made in the Czech and English language version. In case of any discrepancies the Czech language version shall prevail.
2	These general rules are effective from 1.1.2017.