

Terms and Conditions of Le Mimosa s.r.o.

Commercial company Le Mimosa s.r.o.

Registered office: Fügnerovo nábřeží 1797, 760 01 Zlín

Company ID No.: 21221626

Registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 37934/KSBR

For the sale of goods through the online shop available at the internet address www.lemimosa.cz

Introductory provisions

1.1 These Terms and Conditions (the "Terms") govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase agreement (the "Purchase Agreement") concluded between the Seller and a natural person (the "Buyer") through the Seller's online shop. The online shop is operated on the website www.lemimosa.cz (the "Website") through the Website interface (the "Online Shop Interface").

1.2 These Terms do not apply where the person intending to purchase goods from the Seller is a legal entity or a person acting in the course of their business activities when ordering the goods.

1.3 Provisions differing from these Terms may be agreed in the Purchase Agreement. Such differing provisions take precedence over these Terms.

1.4 The Purchase Agreement and these Terms are drawn up in the Czech language. The Purchase Agreement may be concluded in the Czech language.

1.5 The Seller may amend or supplement these Terms. This does not affect rights and obligations arising while a previous version of the Terms was in effect.

Tasting reservations

2.1 Advance reservation is required to attend a tasting. A reservation is valid only after the full amount has been paid in advance, either in cash at the establishment or through www.lemimosa.cz.

2.2 A reservation may be paid for by bank transfer, payment card or another accepted payment method listed on the café's website.

Cancellation conditions and refunds

3.1 The Operator reserves the right to determine whether the conditions for a refund have been met when a reservation is cancelled.

3.2 The Customer may request cancellation of a reservation by email or telephone.

3.3 Payment for a cancelled reservation may be refunded only if the cancellation conditions are met, for example due to serious health reasons or cancellation of the event.

3.4 If the Customer pays for a tasting reservation and does not attend the event, the payment is non-refundable.

Rights and obligations of the Customer and the Operator

4.1 Rights of the Customer and the Operator

- The Customer is entitled to services corresponding to the standards stated in the café's offer.
- The Customer is entitled to information about the composition of products and their allergens.
- The Operator is entitled to cancel or change an event or tasting. In such a case, the Operator must inform the Customer and agree on the next course of action.

4.2 Obligations of the Customer and the Operator

- The Customer must observe the rules of proper conduct on the café premises.
- For a tasting reservation, the Customer must arrive at the venue on time.
- If an event or tasting is cancelled, the Operator must refund the Customer the full amount paid for that event or tasting.

Conclusion of the Purchase Agreement

5.1 The presentation of goods in the Online Shop Interface is for information only, and the Seller is not obliged to conclude a Purchase Agreement for such goods.

6.2 The Online Shop Interface contains information about the goods, including prices and the costs of packaging and delivery. Prices include VAT and all charges.

6.3 To order goods, the Buyer completes the order form. Before submitting the order, the Buyer may review and correct the entered information.

6.4 The contractual relationship arises when the Seller's acceptance of the order is delivered to the Buyer's email address.

Price of goods and payment terms

7.1 The Buyer may pay the price of the goods and delivery costs in the following ways:

- By cashless bank transfer to the Seller's account.
- By cashless payment through the GoPay payment system.

7.2 The purchase price is payable within 3 days of conclusion of the Purchase Agreement.

7.3 The Seller is entitled to require payment of the full purchase price before dispatching the goods.

Withdrawal from the Purchase Agreement

8.1 The Buyer acknowledges that, pursuant to Section 1837 of the Civil Code, it is not possible, among other cases, to withdraw from a Purchase Agreement for the supply of goods customised according to the Buyer's wishes, goods subject to rapid deterioration, or for hygiene reasons.

8.2 Unless one of the above cases applies, the Buyer has the right to withdraw from the Purchase Agreement within 14 days of receiving the goods.

8.3 Notice of withdrawal from the Purchase Agreement must be sent to the Seller's business address or email address.

8.4 If the Buyer withdraws from the Purchase Agreement, the Buyer must return the goods within 14 days of withdrawal.