Terms and Conditions

Tree Care Lab s.r.o. · version 1.3 of 14 November 2026

1. Introductory provisions

1.1 These terms and conditions ("terms") govern the rights and obligations between **Tree Care Lab s.r.o.**, registered office Lidická 700/19, 602 00 Brno, Czech Republic, company ID (IČO) 30103746, not a VAT payer, registered in the Commercial Register kept by the Regional Court in Brno, section C, file 154309 ("provider"), and the customer when ordering courses and related goods through the treecarelab.com website.

1.2 Contact: e-mail info@treecarelab.com, phone +420 605 529 202.

1.3 The provider is **not a VAT payer**. All prices stated are final.

1.4 The customer may be a **consumer** (a natural person not acting within their business or independent profession) or a **business or legal entity** ("business customer"). Provisions intended for consumers do not apply to business customers.

1.5 The customer (who orders and pays) and the course participant may be different persons. The customer is responsible for informing participants of these terms.

1.6 The contract can be concluded in Czech or English. In case of any discrepancy between the language versions, the Czech version prevails.

2. Subject of the contract

2.1 The provider offers:
a) **in-person courses** in arboriculture and wood science; each course includes access to the learning system (LMS), an online test, a certificate of attendance and, if the conditions are met, the provider's certificate (art. 7);
b) **goods** offered on the website;
c) **lunch** during the course, if offered for the date.

2.2 The date, venue, content, scope and price of each course are stated with the course on the website.

2.3 Goods are **handed over in person at the course**, unless stated otherwise for the item.

3. Order and conclusion of the contract

3.1 Courses are ordered using the form on the website. One order may contain several courses and dates. For each course the customer states the date and the participants (first name, surname and e-mail). Goods (e.g. the course binder) can be ordered for each participant. Lunch on selected course days can also be ordered for a participant, if offered for the date.

3.1a Participant details that the customer marks to be provided later must be added via the link in the order receipt e-mail, or sent by e-mail to info@treecarelab.com, **no later than 7 days before the course**. The customer is responsible for the accuracy of the participants' details and for informing the participants of these terms and of the Personal Data Processing notice.

3.2 An order can be sent **no later than 2 days before the course**.

3.3 By sending the order, the customer makes a **binding offer to conclude the contract**. Before sending, the customer can check and correct the order. After sending, the customer receives an automatic e-mail confirming receipt of the order; this e-mail is not a confirmation of the order under clause 3.4.

3.4 **The contract is concluded when the provider confirms the order to the customer by e-mail.** The provider attaches a proforma invoice to the confirmation. If the course is full or the order cannot be accepted for another reason, the provider informs the customer without undue delay and no contract is concluded.

3.5 The customer bears the cost of means of distance communication, which does not differ from the standard rate.

3.6 A course can also be ordered by e-mail or by phone. The provider records the order and sends the customer an e-mail confirmation with a summary of the order and a link to these terms. The contract is concluded when this confirmation is sent (art. 3.4); for custom courses, the price and other terms may follow an individual agreement stated in the confirmation.

4. Price and payment

4.1 The order price is the sum of the course prices (price per participant × number of participants), the price of the goods ordered and the price of the lunches ordered (price per lunch × number of lunches ordered). Prices are final; the provider is not a VAT payer.

4.1a Prices are stated in Czech crowns (CZK); for selected courses and goods also in euros (EUR). The customer chooses one currency for the whole order; currencies cannot be combined within one order. Both the proforma invoice and the invoice are issued in the chosen currency.

4.2 Payment is made by **bank transfer based on the proforma invoice**, which the provider sends by e-mail together with the order confirmation, to the account and with the variable symbol stated on the proforma invoice. Bank transfer fees are paid by the customer. After payment the customer receives the invoice (final document) by e-mail, issued on the day of the course.

4.3 Payment is due **14 days after the order is confirmed, but no later than 14 days before the course**. If the order is confirmed less than 14 days before the course, payment must be **sent within 24 hours of the confirmation**.

4.4 Payment is also considered on time if the participant presents **proof of payment** at the course.

4.5 If the price is not paid by the due date, the provider may release the place; the procedure is then the same as for cancellation by the customer (art. 6).

5. The course

5.1 The course takes place on the date and at the venue stated on the website and in the order confirmation.

5.2 The provider may cancel or postpone a course if the **minimum number of participants** is not reached; the customer is informed **no later than 7 days before the course**. The provider may also cancel or postpone a course for serious reasons (e.g. lecturer illness, adverse weather for the field part, force majeure).

5.3 If the provider cancels or postpones a course, the customer may choose a **replacement date** or a **refund of the full price paid** within 14 days. The provider does not reimburse other costs (e.g. travel or accommodation) unless the provider is at fault for the cancellation.

5.4 For operational reasons the provider may arrange another lecturer with comparable expertise.

5.5 Participants must follow the lecturer's instructions, especially safety instructions during the field part of the course, and bring the equipment stated in the course description (e.g. suitable footwear and clothing). The lecturer may exclude a participant who seriously breaches instructions or endangers themselves or others; the price is not refunded in such a case.

6. Cancellation by the customer

6.1 The customer may cancel participation by e-mail to info@treecarelab.com. The day the e-mail is delivered is decisive.

6.2 Cancellation fees (of the course price for the participant concerned):

Cancellation	Fee
14 or more days before the course	0 %
13–7 days before the course	50 %
6 days or less before the course, or no-show	100 %

6.3 In justified cases the provider may reduce or waive the cancellation fee.

6.4 At any time and free of charge the customer may:
a) send a **substitute** participant: just e-mail their name in advance;
b) **once** per order, **move participation to a later date of the same course**, if one is scheduled and has free capacity.

6.5 Goods ordered together with a course can be cancelled free of charge as long as they have not been handed over.

6.5a An ordered lunch can be cancelled free of charge no later than **7 days** before the course; for later cancellation or non-attendance the price of the lunch is not refunded. If participation in the course is cancelled, the lunches ordered are cancelled with it on the same terms.

6.6 The provider refunds money (less any cancellation fee) within 14 days of cancellation by bank transfer to the account the payment came from or to an account specified by the customer.

7. Learning system (LMS), test and certificate

7.1 After payment, the provider creates an account in the learning system for each participant (or enrols them in the course in their existing account) using the e-mail given in the order, and sends them the login details.

7.2 After the course, the participant receives a **certificate of attendance**. After **passing the online test within 90 days of the course**, the participant also receives a **certificate of successful completion**. A total of **3 attempts** is available.

7.3 The certificate of attendance and the certificate of successful completion are **issued by the provider**. It is not proof of a professional qualification under specific legislation, nor an accredited educational programme.

7.4 The provider may close an account that has not been used for **1 year**. Before closing it, the provider asks by e-mail whether the account should stay active; if the participant does not reply within **14 days**, the account is closed. Course materials and test results then become unavailable; the record of the issued certificate is kept as described in the Personal Data Processing notice.

7.5 Course materials (texts, presentations, images, tests) are protected by copyright. Participants may use them for their own needs only; without the provider's consent they may not distribute them, copy them for others or publish them. Making audio or video recordings of the course without the provider's consent is prohibited.

8. Consumer right of withdrawal

8.1 **Course:** The consumer acknowledges that under Section 1837(j) of the Czech Civil Code they cannot withdraw from a contract for services related to leisure activities if the business provides them on a specified date or within a specified period. Cancellation of participation is governed by art. 6.

8.2 **Goods:** A consumer may withdraw from the purchase contract for goods within **14 days of receiving them**, by e-mail or using the model form (annex). The consumer returns the goods undamaged within 14 days of withdrawal and bears the cost of returning them. The provider refunds the purchase price within 14 days of withdrawal, but not before receiving the goods.

9. Complaints

9.1 **Course:** If a course is defective (e.g. it did not take place in the announced scope), the customer notifies the provider by e-mail without undue delay.

9.2 **Goods:** A consumer may claim defects within **24 months** of receipt; a business customer without undue delay after receipt.

9.3 The provider confirms and settles a complaint within **30 days** of its submission, unless a longer period is agreed with the consumer.

10. Out-of-court dispute resolution

10.1 The body competent for out-of-court resolution of consumer disputes is the **Czech Trade Inspection Authority** (Česká obchodní inspekce), Štěpánská 567/15, 120 00 Prague 2, www.coi.cz, adr.coi.cz.

11. Personal data

11.1 The processing of personal data is described in the Personal Data Processing notice (zpracovani-osobnich-udaju.html).

12. Final provisions

12.1 Contractual relations are governed by Czech law, in particular Act No. 89/2012 Coll., the Civil Code, and for consumers Act No. 634/1992 Coll., on Consumer Protection.

12.2 The provider keeps concluded contracts (orders and their confirmations) electronically and makes them available to the customer on request.

12.3 The provider may amend these terms. An order is governed by the version valid on the day it was sent.

12.4 These terms take effect on 14 November 2026.

Annex: Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Tree Care Lab s.r.o., Lidická 700/19, 602 00 Brno, Czech Republic, e-mail: info@treecarelab.com

I hereby give notice that I withdraw from the contract for the purchase of the following goods: ...

- Ordered on / received on: ...
- Name of consumer: ...
- Address of consumer: ...
- Bank account for the refund: ...
- Signature (only if this form is sent on paper): ...
- Date: ...