

# General Terms and Conditions [www.eyedirectprague.com](http://www.eyedirectprague.com)

Text effective from 1 January 2024

**The lessor** is the company Post Bellum Production, s.r.o., company ID 09670688, with its registered office at Petráská 1158/18, 120 00 Prague 2 - Vinohrady, registered in the Commercial Register maintained by the Municipal Court in Prague, file No. C 340116/MSPH (hereinafter also referred to as "Post Bellum Production"). The telephone number of the Lessor: 605 858 396. Lessor's email: viktor.portel@postbellum.cz

**The tenant** is a consumer or a business.

**A consumer** is any person who, outside the scope of his/her business activity or outside the scope of the independent exercise of his/her profession, concludes a contract with Post Bellum Production or otherwise deals with it.

**An entrepreneur** is a person who independently carries out a gainful activity on his own account and responsibility in a trade or similar manner with the intention of doing so on a regular basis for profit. For the purposes of consumer protection, an entrepreneur includes, inter alia, any person who enters into contracts in connection with his own business, manufacturing or similar activity or in the independent exercise of his profession, or any person who acts in the name of or on behalf of an entrepreneur. For the purposes of these GTC, an entrepreneur means a person who acts in accordance with the preceding sentence in the course of his business.

By submitting the order, the Lessee confirms that all the information filled in by him/her is correct and true and that he/she has read these GTC before concluding the contract.

## I.

### Subject of the lease

The Lessor declares that it is the exclusive owner of all rented items on [www.eyedirectprague.com](http://www.eyedirectprague.com), or has secured the right to rent the technology owned by a third party to the Lessee.

## II.

1. By a contract for the lease of an item, the lessor undertakes to give the lessee the use of the movable item for a certain period of time and the lessee undertakes to pay the lessor the rent as agreed.

2. The Lessor declares that there are no legal or factual defects of the subject of the lease that could be an obstacle to the lease.

## III.

1. The lease agreement between the lessor and the lessee is created by creating an order based on the lessee's request. The landlord shall immediately confirm the conclusion of the contract to the tenant by informative e-mail. The contract is agreed for a fixed term specified in the rental contract - determined by the tenant. The tenant expressly agrees to the use of means of remote communication in concluding the lease agreement.

2. The Lessee expressly agrees that the Lessor shall carry out the necessary identity check of the person taking over the subject of the lease before handing over the subject of the lease. In order to verify the identity of the person taking over the lease, the person taking over the lease is obliged to provide the lessor with proof of identity (ID card, residence permit, passport...).

3. The parties are entitled to terminate the lease agreement due to a gross breach of contractual obligations by the other party.

4. After the conclusion of the lease agreement, but no later than 24 hours before the lessee's chosen takeover of the subject of the lease, the lessee may propose a change to the order by means of an order modification.

## **IV.**

### **Rent and security deposit**

1. The Lessee undertakes to pay the Lessor the rent for each day of the lease, unless otherwise specified in an addendum to the lease agreement.
2. Payment of the rent shall be made by the Lessee by transfer to the Lessor's account or in cash at the Lessor's premises.
3. In the event that the lease agreement is concluded with the lessor by a subject who has not concluded any other lease agreement with the lessor in the last 12 calendar months preceding the creation of the order, the lessor reserves the right to require the lessee to pay the rent upon collection of the leased object, exclusively by means of a payment card held in the name of the lessee or the contact person specified in the order.

## **V.**

### **Obligations of the Lessor**

1. The Lessor shall hand over the subject of the lease to the Lessee on the agreed date and time, according to the valid order.
2. The lessor shall satisfy himself that the subject of the lease is fit for normal use when handing over the subject of the lease to the lessee.
3. The Lessor shall not be liable for damages caused by improper handling and other treatment of the subject of the lease.

## **VI.**

### **Obligations of the Lessee**

1. The Lessee is not entitled to grant the subject of the lease for use to a third party and is not entitled to sublet it.
2. The Lessee undertakes to use the subject of the lease for the purposes for which it is usually used. The subject of the lease may not be used as collateral.
3. The Lessee is entitled to use the subject of the lease outside the Czech Republic only with the prior written consent of the Lessor.
4. By accepting the subject of the lease, the lessee agrees that the lessor is not liable for any damage caused by the subject of the lease during the lease period. The Lessee assumes responsibility for possible consequences associated with improper handling and other treatment of the subject of the lease.
5. The Lessee undertakes that in the event of damage to the subject of the lease, the Lessee will return it in a condition that does not contradict the warranty conditions of the manufacturer of the subject of the lease. Otherwise, the Lessee undertakes to pay the full price of the non-reclaimable rental object.
6. Upon expiry of the lease term, the lessee undertakes to hand over the subject of the lease to the lessor at the lessor's registered office or another agreed place, but no later than on the date and time specified in the order. The lessee undertakes to hand over the subject of the lease in the same condition, taking into account normal wear and tear, as when the lessee took over the subject of the lease from the lessor. The Lessee shall reimburse the Lessor for any damage to the leased object caused by wear and tear beyond the normal level.
7. In the event of default by the lessee in returning the subject of the lease, the lessee is obliged to continue to pay the agreed daily rent. Furthermore, the lessee is obliged to pay the lessor a contractual penalty of 15% of the agreed daily rent for each day of delay. The Lessor reserves the right to proceed at its discretion in individual cases against the Lessee who is in default in returning the subject of the lease or part thereof, differently, but always more favourably for the Lessee than provided for in this provision.
8. The Lessee is liable from the moment of taking over the subject of the lease from the Lessor for any damage, destruction and theft of the subject of the lease until the return of the subject of the lease to the Lessor.
9. The Lessee is obliged to notify the Lessor immediately of any defect in the subject of the lease. Defects complained of later will not be taken into account and no reduction in the rent can be claimed.

10. The Lessee acknowledges that in the event of damage to the subject of the lease resulting in the non-functionality of the subject of the lease, the Lessee is obliged to pay the Lessor a sum of money corresponding to the reasonable costs that the Lessor must incur to restore the subject of the lease to its original condition, as well as lost profits up to the maximum amount of the rent for the period during which the subject of the lease was not at the Lessor's disposal in connection with the damage event.

11. The payment of contractual penalties and similar benefits under these General Terms and Conditions shall not affect the Lessor's right to compensation for damages in full.

## **VII.**

1. The lessee is obliged to check the condition, parts and accessories of the subject of the lease upon taking over. In case of any defect of the subject of the lease, the lessee is obliged to immediately object to the lessor upon taking over. If the lessee fails to comply with this obligation, the lessee loses the right to object to the defect of the subject of the lease, unless the defect is hidden and undetectable during normal inspection. Defect means in particular the non-functionality of the leased item or its insufficient or excessive quantity.

2. The Lessee declares that he/she agrees to pick up and return the subject of the lease according to the times filled in the order. Any request for earlier pick-up of the rental object may not be granted by the lessor.

3. The lessee has the possibility to ask the lessor to cancel the order at least 24 hours before the agreed time of picking up the object of lease.

## **XIII.**

### **Personal data protection**

The protection and processing of personal data by the lessor is governed by the Information on the processing and protection of personal data, which is available [HERE](#).

## **XIV.**

### **Governing Law**

The contractual relationship between the lessor and the lessee is governed by Czech law. In the event of disputes arising from the mutual relationship, the jurisdiction of the Czech courts is agreed.

## **XV.**

### **Final Provisions**

The parties to the contract declare that they have read these General Terms and Conditions thoroughly, agree with the contents and that the contract was concluded according to their true, free and serious will, not under duress and under clearly unfavourable conditions.

### **Information on the processing and protection of personal data**

in accordance with Article 12 et seq. of Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

(General Data Protection Regulation)

Data Controller:

Post Bellum Production, s.r.o.

ID: 035 06 037

Headquarters: Španělská 1073/10, Praha Vinohrady (Prague 2), 120 00

(hereinafter referred to as the "Administrator")

The controller manages the personal data of both current customers and customers who have already received services

provided by the controller and for which the processing of personal data is necessary for other legal reasons, namely

in particular the fulfilment of legal obligations and the protection of the legitimate interests of the Controller.

Customer personal data is processed for the purpose of fulfilling the legal obligations of the Controller, protecting

the legitimate interests of the Controller, which is in particular the protection of its property rights and to fulfil

contractual obligation between the Customer and the Administrator.

The purpose of the processing of customer personal data is to enable the performance of the contractual relationship between

customer and the Controller, as well as for the fulfilment of the Controller's legal obligations, as well as the processing of

necessary for the purposes of protecting the legitimate interests of the Controller and third parties (in particular, the relevant

insurance companies, if the customer wants to have the rented equipment insured through

Administrator). The Controller reserves the right to process personal data for other purposes on the basis of

the consent of the customer (data subject).

Specifically, the following customer personal data is processed:

- 1) name
- 2) surname
- 3) date of birth
- 4) address of permanent residence
- 5) telephone number

6) e-mail address

7) IP address

8) birth number or ID number

9) ID card number

Personal data will be processed and stored by machine via computers and computerised programmes and in written form.

Personal data is processed by the Controller only for the time necessary to ensure the rights and obligations

arising from the contractual relationship and from the relevant legislation, even after the end of the contractual

the relationship between the Controller and the Customer, but for no longer than 5 years following the termination of the

of the last contractual relationship with the customer, or for the period of time specified by law, or for the period of validity of any consent to the processing of personal data.

Personal data is not passed on by the Controller to third parties, except to the relevant insurance company, if the

the customer expressly wishes to use the service of insuring the rented equipment through

Administrator. Personal data may be further transferred to the extent necessary to the relevant public institutions

to fulfil other legal obligations and legitimate interests of the Controller (courts, Police of the Czech Republic, etc.).

The controller further declares that it has concluded the relevant personal data processing agreements with processors.

By using the Controller's services, the Customer agrees that the Controller will use his/her personal data

provide the relevant processors who cooperate with the Controller in its activities consisting of

in renting video equipment to customers. The customer's personal data will not be used by processors for

for purposes other than the performance of the contractual relationship between the Controller and the Customer.

If you need to contact us regarding the management and processing of your personal data, please contact us by e-mail

[viktor.portel@postbellum.cz](mailto:viktor.portel@postbellum.cz).

The Controller points out that the Customer is obliged to provide the Controller with true and complete personal data.

Upon written request of the customer, the Controller is obliged to provide the data subject with information about

whether it processes his/her personal data, if any, and to what extent. The customer has the right to request

a copy of the relevant personal data.

As a personal data subject, the customer has the right to access their personal data, the right to their rectification or erasure or restriction of processing. The customer has the right to request information on what personal

data are processed, an explanation of the processing of personal data, the right to object to

processing, as well as the right to data portability (i.e. the right to obtain personal data relating to him or her which

provided to the Administrator, in a structured, commonly used, and machine-readable format).

In the case of consent to the processing of personal data, the customer has the right to withdraw it at any time,

without prejudice to the lawfulness of processing based on consent given before its withdrawal,

if the processing is based on consent or for lawful reasons.

The customer has the right to request information about the processing of his/her personal data, which the Controller

is obliged to hand over without undue delay.

The customer has the right, in case of doubt about compliance with processing obligations

the right to have recourse to the Controller or to a supervisory authority.

The controller declares that the processing of personal data does not involve automated processing including profiling.

In order to exercise the above rights, the customer may contact the Controller personally, through postal service provider, by phone or by email at [viktor.portel@postbellum.cz](mailto:viktor.portel@postbellum.cz).

The customer will receive a reply to his request without undue delay, but no later than within one month. In justified cases, the Administrator may extend the time limit by a further two months, which, as well as

and the reasons for doing so must inform the customer.

Prague, 1 January 2024