



DRIVING SCHOOL PHOENIX

TERMS AND CONDITIONS

ARTICLE 1.

INTRODUCTORY PROVISIONS

1.1 Provider

The Provider shall mean the company:

Driving School Phoenix (Autoškola Phoenix)

Company Identification Number: 68510454

Registered office: Borová 14, Borová, 547 01

Reference number: KS 24747/2025/DSH in Náchod

Email: autoskola.phoenix@seznam.cz

1.2 Client

The Client shall mean any person who concludes with the Provider a contract for the provision of services (hereinafter the "Contract"), consisting of training the Client as an applicant for a driving license or improving driving skills for which the Client already holds a valid driving license, in the scope ordered (hereinafter the "Service"). The Provider is not responsible for the outcome of the Service. Any person who, outside the scope of their business activity or outside the scope of the independent performance of their profession, deals with the Provider or has concluded a Contract with the Provider is further referred to as the "Consumer".

1.3 General Provisions

1.3.1

These Terms and Conditions (hereinafter the "Terms and Conditions") regulate the mutual rights and obligations of the Provider and the Client arising in connection with or on the basis of the Contract concluded between the Provider and the Client. The Client is required to follow the Provider's instructions, including possible reservation of lessons through the online scheduling system used for organizing the course. The ordered course must be completed by the Client no later than one year from the date of concluding the Contract; otherwise, the Contract expires upon the lapse of this period, and the Provider will no longer provide the Service. The Service consists of granting the Client the right to participate in the course ordered by the Provider. If the Client cannot reserve further lessons

due to malfunction of the online scheduling system or due to all upcoming lesson slots being fully booked, the Client must inform the Provider without undue delay via email at: autoskola.phoenix@seznam.cz. If the Client does not inform the Provider as stated above, the Provider is not liable for the Client failing to complete the ordered course within the contractual deadline due to not being able to book lessons. Early termination of the Contract (including withdrawal) is possible only in the cases set out in these Terms and Conditions or where explicitly provided by law.

1.3.2 The provisions of the Terms and Conditions form an integral part of the Contract. Deviations from these Terms and Conditions may be agreed in the Contract, in which case such provisions take precedence over the Terms and Conditions.

1.3.3 The Provider reserves the right to amend or supplement the Terms and Conditions. This does not affect contractual relationships created before the effectiveness of such amendments.

1.3.4 Legal relationships between the Provider and the Client not expressly regulated in these Terms and Conditions are governed by Act No. 247/2000 Coll., on acquiring and improving professional competence to drive motor vehicles, as amended, Act No. 89/2012 Coll., the Civil Code, as amended, and, in the case of Consumers, also by Act No. 634/1992 Coll., on consumer protection, as amended.

1.3.5 The Provider undertakes to provide the Service in full and in accordance with Act No. 247/2000 Coll., as amended. The Provider further undertakes to conduct instruction in accordance with these Terms and Conditions and the Contract.

1.3.6 The Client is obliged to comply with all obligations arising from these Terms and Conditions.

ARTICLE 2.

CONTRACT

2.1 **Conclusion of the Contract**

2.1.1 The Contract may be concluded between the Provider and the Client on the basis of the Client submitting a completed order form for a specific Service through the Provider's website www.autoskolaphoenix.com (the "Website"). The Contract is concluded at the moment an email confirming the order is delivered to the Client. The confirmation email includes the current version of the Terms and Conditions.

2.2 **Types of Courses Offered**

2.2.1 A list and description of courses offered by the Provider is available on the Website. The offer may vary depending on the scope ordered and the

optional language in which the theoretical and practical instruction is to be conducted.

2.2.2 The Client selects a course when completing the order form on the Website.

General Conditions of Providing the Service

2.3.1 The Provider will deliver the Service properly, on time, and with due professional care. The Provider must comply with applicable legal regulations.

2.3.2 The Service is provided according to the Provider's availability, taking the Client's preferences into account.

2.3.3 The Client must attend instruction on dates set by the Provider. Any breach, even a single one, is considered a material breach of the Client's obligations.

2.3.4 The Client must follow the Provider's instructions related to acquiring or improving competence to drive motor vehicles. Breaching this obligation is considered a material breach.

2.3.5 The Provider will provide the Service primarily through its employees and may also use third parties.

2.3.6 The Client must provide all cooperation necessary for the provision of the Service under the Contract.

2.3.7 A lesson (theory or practical training) lasts 45 minutes.

2.3.8 The assigned practical training instructor will wait at the designated meeting point for up to 15 minutes. The instructor always determines the meeting point.

2.3.9 The Client may cancel a practical lesson at least 48 hours before the agreed start.

2.3.10 For refresher or parking courses, the Provider agrees to allow the Client to complete the number of practical training lessons ordered. If the Client fails to attend any agreed lesson or does not cancel it in time (per 2.3.9), the lesson is forfeited—no replacement lesson will be provided.

2.3.11 If the Client lacks knowledge of the rights and obligations under Act No. 361/2000 Coll. (Road Traffic Act), the instructor may suspend practical training until the Client acquires the required theoretical knowledge. The instructor may order the Client to retake theoretical lessons in a specified extent. The Client must pay CZK 3,000 for such repeated theoretical instruction within 5 days of receiving the invoice. This may be required repeatedly.

2.3.12 The Client is not entitled to change their practical instructor unless the request is justified. The Provider decides on justification.

2.3.13 The Client is responsible for the accuracy and authenticity of all documents submitted. Submitting incorrect or false documents, or providing false information significant for the Service, constitutes a material breach.

2.3.14 The Client may not be under the influence of alcohol or drugs during theory or practical lessons. If the instructor suspects influence, the Client may be required to undergo a test. If the Client refuses or tests positive:

- the instructor may terminate the lesson.
- the Client commits a material breach of obligations, allowing the Provider to terminate the Contract.
- the Client must pay a contractual penalty of CZK 400 for each scheduled lesson that day, payable within 5 days of written notice.

2.3.15 The Client must wear appropriate footwear during practical training—stable, closed, comfortable, with a flat sole. Inappropriate footwear includes open shoes, footwear restricting ankle movement, and any shoes with heels. If the Client arrives without suitable footwear, the instructor may refuse to carry out the lesson. The Client must pay a contractual penalty of CZK 400 per lesson hour affected, payable within 5 days of written notice.

2.4 **Specific Conditions for Training Clients as Applicants for a Driving License**

2.4.1 Before starting theory instruction, the Client must submit a completed application for enrollment and a medical fitness certificate. Any change in health affecting ability to drive must be reported to the Provider without delay together with any requested documents. If, due to an unreported health change, the Client is unable to attend the final exam, they must pay a contractual penalty of up to CZK 2,500 within 5 days of written notice. The Provider may withhold further exams until the penalty is paid.

2.4.2 The theory schedule is available on the Website, within the training software, or upon request from the instructor.

2.4.3 The Client must keep a personal record of theory lessons attended and confirm attendance by signing the class book. The Client must also complete and submit homework through the training software before each lesson. If not, the Provider may deny participation in that day's theory lessons and charge a contractual penalty of up to CZK 400 per missed hour.

2.4.4 Before the first practical lesson, the Client must complete theory instruction by:

- completing twenty practice tests in the software, with at least five tests passed with over 43 points; and

- successfully completing the qualifying test. After fulfilling the above, the Client must request assignment of a practical instructor within 30 days. After assignment, the Client must attend practical lessons according to the Provider's schedule, taking into account the Client's preferences.

2.4.5 After the last practical lesson, the Client signs the record of completion and arranges the exam date; this is only possible if all financial obligations to the Provider are fulfilled.

2.4.6 The Provider undertakes to enable the Client to complete the course within the time frame specified for the course type. If the Client fails to attend a scheduled lesson or does not cancel it properly, the completion time frame is extended proportionally. The period runs from the first practical lesson.

2.4.7 The Provider will administer the Client's first practical exam free of charge. For each repeated practical exam, the Client pays CZK 600, beyond the standard fee, based on written notice.

2.4.8 The Provider will administer the Client's first theory exam free of charge. For each repeated theory exam, the Client pays CZK 600, beyond the standard fee, based on written notice.

2.4.9 If the Client cannot attend the scheduled exam, they must inform the Provider no later than 5 working days before the exam. The Client must bring all required documents (e.g., medical certificate, eyeglasses). If they fail to appear without proper notice or lack required documents, they must pay a penalty of up to CZK 1,500 within 5 days. The Provider may withhold further exams until the penalty is paid.

2.4.10 If the Client misses a practical lesson without cancelling according to article 2.3.9, they must pay a penalty of up to CZK 400 per missed hour, payable within 5 days.

2.4.11 The Client may cancel a theory lesson at least 48 hours in advance. If they do not attend without proper cancellation, they must pay a penalty of up to CZK 400 per missed hour, payable within 5 days.

ARTICLE 3.

PAYMENT TERMS

3.1.1 The Client undertakes to pay the Provider a fee for the provision of the Service under the Contract in the amount listed on the website of the Driving School Phoenix for the course selected by the Client (hereinafter the "Fee").

3.1.2 The Client undertakes to pay the Provider a fee for concluding the Contract and reserving a place in the selected course in the amount of CZK 3,000 (hereinafter the "Reservation Fee"). The Reservation

Fee is included in the Fee. If the Contract is terminated early due to a breach of the Contract or a binding legal regulation by the Provider, the Client is entitled to a refund of the Reservation Fee after such early termination.

- 3.1.3** The Fee is due on the date stated in the invoice delivered to the Client's email address specified in the Order. The due date for the invoice is 7 days from delivery to the Client. The Fee may only be paid by bank transfer to the Provider's account.
- 3.1.4** The Provider and the Client may agree that the Fee will be paid in installments during the provision of the Service. The first payment related to the Fee in the amount of 50% of the total Fee must be paid by the Client before the start of theoretical and practical training. The remaining 50% shall be paid as individually agreed installments during the provision of the Service. The final installment (the remaining balance of the Fee) must be paid by the Client before the Client is registered for the final exam at the relevant municipal authority with extended competence. For enabling installment payments, the Client must pay the Provider a fee of CZK 900, payable together with the first installment.
- 3.1.5** The Provider and the Client may also agree on splitting the Fee into two separate payments during the provision of the Service. The first payment of 50% of the total Fee shall be made before the start of training. The final payment, the remaining 50%, must be paid before registering the Client for the final exam at the competent authority. For enabling this two-payment arrangement, the Client must pay the Provider a fee of CZK 500, payable together with the first payment.
- 3.1.6** If the Client is in default with payment of the Fee or any part thereof for more than 5 days, the Client must pay a contractual penalty of 0.5% per day of the outstanding amount. The Client must pay this penalty to the Provider within 5 days of receiving a written request. Such default is considered a material breach of the Client's obligations.
- 3.1.7** If the Client is in default with payment of the Fee or any part thereof, the Provider is entitled to immediately suspend the provision of the Service and refrain from performing any further actions related to completion of the Service (in a driving license course, the course is considered completed when the Client obtains the relevant driving license), until all outstanding amounts are paid. The Provider must inform the Client of the suspension. Suspension under this

provision does not affect the provisions of Section 4.1 of the Terms and Conditions.

ARTICLE 4.

OTHER PROVISIONS

4.1 General

4.1.1 The Contract is always concluded for a fixed term—one year from the date of conclusion. The Client must therefore complete the course within this period. The above provision does not affect the Provider's right to the Fee, even if the Provider does not deliver the Service in full as ordered, except where the failure to provide the Service within the validity of the Contract is solely due to the Provider.

4.1.2 If the mutual rights and obligations of the Provider and the Client under the Contract are fully settled before the expiration of the period under Section 4.1.1 (mainly by fulfilling them), the Contract terminates at that moment, i.e., earlier than the one-year period.

4.1.3 The Provider may terminate the Contract in writing in the event of a material breach of obligations by the Client or if the Client's health condition prevents successful course completion within the period under Section 4.1.1. The termination becomes effective on the day it is delivered to the Client. In case of termination, the Provider is not obliged to refund any part of the Fee.

4.1.4 The Client may not assign any claim arising from the Contract to a third party without the Provider's prior written consent.

4.1.5 All documents shall be delivered to the address stated in the Order.

4.1.6 In the event a document related to the Contract is not accepted by the Client and is subsequently stored at the post office, it is considered delivered on the 10th day after it was stored. If the document is returned to the sender without prior storage, delivery is considered to have occurred on the 10th day after it was returned to the sender. If the Client provides a contact address, the Provider will primarily send documents to that address. If the Client changes any contact details, they must inform the Provider without undue delay in writing.

4.1.7 The Client agrees to the use of remote communication tools when concluding the Contract. Any costs incurred by the Client when using remote communication tools (internet connection, phone

charges) shall be borne by the Client, and the Provider does not charge any fees beyond the Client's basic telecommunications tariff.

4.1.8 Any correction of mistakes made by the Client when submitting the order may be made upon the Client's request sent to the Provider.

4.2 **Gift Vouchers**

4.2.1 Purchased gift vouchers for the Service or any part of the Service may be transferred by the buyer to a third person with the Provider's prior written consent, who will subsequently conclude a Contract with the Provider.

4.2.2 Gift vouchers issued by the Provider are valid for 1 year from purchase, and the corresponding course must be ordered within this period.

4.2.3 Article 6 of the Terms and Conditions also applies to the purchase of gift vouchers.

4.2.4 Section 2.1.1 of the Terms and Conditions applies accordingly to the conclusion of a purchase contract for gift vouchers.

ARTICLE 5.

CLAIMS

5.1.1 The Client has the right to file a complaint regarding defective performance by the Provider without undue delay, but no later than 6 months from the Provider's performance in question. If the Client fails to notify the defect in time and the Provider raises the objection of late notification, a court will not grant the Client rights arising from defective performance.

5.1.2 If the defect is removable, the Client may request substitute performance or a reasonable discount on the Fee.

5.1.3 If the defect cannot be removed and prevents proper use of the Service, the Client may withdraw from the Contract or request a reasonable discount on the Fee.

5.1.4 A complaint regarding the Provider's performance may be submitted in person at the Provider's branch, by post, or by email at: autoskola.phoenix@seznam.cz. Upon receiving the complaint, the Provider shall issue a written confirmation to the Client stating when the complaint was filed, what it concerns, and how the Client requests it to be resolved.

5.1.5 The Provider shall decide on the complaint without undue delay, but no later than 30 days from its receipt, unless the Provider and the Client agree on a longer period. If this period lapses without resolution, the Client has the same rights as in the case of a material breach of the Contract.

5.1.6 After the complaint is resolved, the Provider shall issue to the Client a confirmation stating the date and method of resolution, including a written justification if the complaint has been rejected.

ARTICLE 6.

CONSUMER INFORMATION

6.1.1 The Consumer has the right to withdraw from the Contract within 14 days from the date the Contract was concluded. After this period, the Consumer may no longer withdraw from the Contract or otherwise terminate it unilaterally, unless the Terms and Conditions provide otherwise for a specific case.

6.1.2 To exercise the right of withdrawal, the Consumer must notify the Provider of their decision to withdraw from the Contract by a unilateral legal act (such as a letter sent by post or by email). The Consumer may use the sample withdrawal form but is not obliged to do so. To meet the withdrawal deadline, it is sufficient to send the withdrawal before the period expires.

6.1.3 If the Consumer withdraws from the Contract, the Provider must return all payments received from the Consumer without undue delay and no later than 14 days from the date on which the Provider received the notification of withdrawal. The Provider shall use the same payment method the Consumer used for the original transaction.

6.1.4 If the Consumer requested that the Service begin during the withdrawal period, the Consumer must pay the Provider an amount proportional to the extent of the Services provided up to the moment the Provider was informed of the withdrawal, compared to the total scope of Services under the Contract. Once the entire Service has been provided within the withdrawal period, the Consumer may no longer withdraw from the Contract.

6.1.5 Under Act No. 634/1992 Coll., on Consumer Protection, as amended, the Consumer has the right to out-of-court settlement of consumer disputes arising from the Contract. The authority competent for out-of-court dispute resolution is the Czech Trade

Inspection Authority. Further information is available on their website www.coi.cz.

- 6.1.6** Out-of-court dispute resolution may be initiated only by the Consumer and only if the dispute could not be resolved directly with the Provider. The proposal must be submitted no later than 1 year from the date the Consumer first exercised the right that is the subject of the dispute with the Provider.
- 6.1.7** The Consumer has the right to initiate online dispute resolution via the ODR platform available at: ec.europa.eu/consumers/odr/.
- 6.1.8** During the out-of-court dispute resolution process, limitations and preclusive periods under the Civil Code (Act No. 89/2012 Coll., as amended) do not run and do not begin to run until one of the parties explicitly refuses to continue in the proceedings.
- 6.1.9** Compliance with obligations under Act No. 634/1992 Coll., on Consumer Protection, as amended, is supervised by the Czech Trade Inspection Authority (www.coi.cz).

ARTICLE 7.

PERSONAL DATA PROTECTION

- 7.1.1** How the Provider processes the Client's personal data is described on the Website in the section "Personal Data Protection."

ARTICLE 8.

FINAL PROVISIONS

- 8.1.1** If a relationship established by the Contract contains an international (foreign) element, the relationship between the Client and the Provider shall be governed by Czech law. The Contract may be concluded only in the Czech language.
- 8.1.2** Mutual disputes between the Provider and the Client shall be resolved before ordinary courts.
- 8.1.3** The Provider shall retain a record of the Contract, but the Client will not be granted access to it.
- 8.1.4** These Terms and Conditions are valid and effective from 01 November 2025. The current version of the Terms and Conditions can be found on the Website: www.autoskolaphoenix.cz.