# TERMS AND CONDITIONS OF BUSINESS BURGERKINGTEAM.CZ

#### General information:

Buyer – a natural or legal person who ordered goods (food and beverages and their import via the online store www.burgerkingteam.cz via an electronic form. Consumer – a natural person who, outside the scope of his/her business activity or outside the scope of independent professional activity, concludes a contract with BK Team, a.s. or otherwise deals with it.

## Subject of activity:

The subject of activity is the production and subsequent delivery of food and food products to the vicinity of the given establishment. BURGERKINGTEAM.CZ is operated by BK Team, a.s.,

IČ: 28486412, Chodovská 228/3, Prague 4.

### Opening hours and delivery:

The BURGERKINGTEAM.CZ establishment has fixed opening hours, which may be changed. Telephone and online orders are accepted during opening hours, and until the specified operating hours. BURGERKINGTEAM.CZ reserves the right to set a minimum order amount according to the schedule and the right not to deliver to some areas beyond the specified delivery area. Personal collection at the establishment is not limited by the minimum order amount.

#### Payment terms:

Products and services can be paid for in cash, by bank transfer or via the Global Payment payment gateway. All payments are made in Czech currency (CZK) or Euros (EUR) according to the current exchange rate of the establishment.

#### **Products:**

Drinks are delivered only with the main meal, as well as portioned desserts and ice cream. We do not sell alcoholic beverages to persons under the age of eighteen. There are no separate work areas for processing different types of food in BURGERKINGTEAM.CZ establishments, trace amounts of allergens will theoretically occur in all foods. Each product contains ingredients in the usual amount according to our recipe. When ordering, the customer can customize each product by adding an additional ingredient/ingredients for an additional fee. Replacing ingredients is not possible by compensating for the price, additional ingredients are always at the full surcharge stated on the e-shop, even if the original ingredient in the product is replaced by another.

### **Delivery conditions:**

BURGERKINGTEAM.CZ tries to deliver ordered products and goods in the shortest possible time. Delivery time is from 30 minutes to 90 minutes. In the event that situations arise that directly affect the delay in delivery (traffic complications, accident, worsening weather conditions, etc.), the order may be delayed. In this case, the order reception employee will provide information about the delivery time.

BURGERKINGTEAM.CZ cannot be held responsible for delays or non-delivery caused by a third party (theft, power outage, interruption of water supply, etc.), and therefore this is not a reason for a legitimate complaint. All orders placed are binding and the buyer is obliged to pay the total price for the ordered goods. We deliver the order to the front door. The price of shipping may vary depending on the distance or time required to reach the establishment to the delivery address. The customer is informed in advance about the shipping cost and delivery time on the website in the header of the basket. The customer has the option of personally picking up the order at the establishment free of charge.

#### Complaints and withdrawal from the purchase contract

The buyer acknowledges that, according to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from the purchase contract for the delivery of goods that have been modified according to the buyer's wishes or for his person, from the purchase contract for the delivery of goods that are subject to rapid deterioration, as well as goods that have been irretrievably mixed with other goods after delivery, from the purchase contract for the delivery of goods in a closed package that the consumer has removed from the package and cannot be returned for hygiene reasons. BURGERKINGTEAM.CZ recommends checking on the spot whether the delivered goods agree with the order. If anything is wrong, it is necessary to immediately call the branch where the order was placed. If the terms and conditions of our company or the quality of the food have not been complied with, offered an exchange for a new product, or an appropriate discount on the next order or another alternative. The new order will be delivered as soon as possible, as agreed with the client. The product can only be claimed on the day it was purchased. Claimed orders from previous days cannot be taken into account. Please resolve complaints immediately by phone at the given phone number of the establishment.

### Dispute resolution

Issues not regulated by these Terms and Conditions are governed by the relevant provisions of the applicable legal regulations of the Czech Republic. The Customer has the right to contact a third party in an out-of-court settlement, the third party being the Czech Trade Inspection: www.coi.cz. By placing an order, the Customer consents to the monitoring of electronic and telephone orders. In the event of a dispute about the order or its content, BURGERKINGTEAM.CZ has the right to use such a record.

BURGERKINGTEAM.CZ undertakes to destroy these records no later than three months from the date of the order. BURGERKINGTEAM.CZ is not authorized to use the record for purposes other than those stated above.

# Personal data protection

When processing personal data, the principles of legality of personal data processing are observed and with a focus on legality, correctness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality of personal data. The processing of personal data is subject to the principles of personal data processing GDPR (link), which the buyer has published in the order.