

General Terms and Conditions

Accepted on 05.10.2018

I. SUBJECT

Art.1.1. These General Terms and Conditions regulate the relations between Tenebris EOOD, UIC: 205172205, hereinafter referred to as TENEBRIS, on the one hand, and all individuals and legal entities users and visitors to the Website www.tenebris.bg, hereinafter referred to as "the SITE", on the other.

Art. 1.2 By clicking on any button, link or text located on the Internet site www.tenebris.bg, all users of the site accept and undertake to comply with these General terms and conditions of the site's privacy policy.

II. VENDOR DATA

Art. 2.1. Name of the Vendor: **Tenebris EOOD**;

Art.2.2. Headquarters and management address: Sofia, Triaditsa District, 32 Lavele Street, floor 5;

Art.2.3. The above-mentioned address can be used for correspondence and possible complaints under the Consumer Protection Act, together with tel: +359889717708; and e-mail: booking@tenebris.bg.

III DEFINITIONS AND TERMINOLOGY

Art. 3. According to the General Terms and Conditions, the following terms have the following meanings:

"Personal Information" means any information relating to a natural or legal person, identified or identifiable directly or indirectly, by IP address or other features.

"Reservation" is an order placed and paid for by a User for the preservation of a table over a specified time range through the Sites Platform

"User" means any natural or legal person who uses the retention, services and / or information of the Site, as well as any person who visited and wished to use the services on the site.

"Restaurant" is the physical space, commercial space located at: 65, Han Apsarukh Str. Sofia. "Website" is any information and content of address www.tenebris.bg.

IV. SUBJECT OF THE CONTRACT

Art.4.1. TENEBRIS, provides an opportunity for SITE users to make a paid reservation.

Art.4.2. The reservation is considered to be completed only after the approval and notice has been received from the administrators of the SITE.

Art.4.3. The reservation gives the right to visit the timetable and time, while TENEBRIS reserves the right to refuse service to users who do not respect the terms of this agreed Regulations.

V. RIGHTS AND OBLIGATIONS OF CONSUMERS

Art. 5.1. The User is obliged to comply with all rules and norms described on the SITE, as well as those for which he is informed on the spot in the RESTAURANT.

Art. 5.2.2. If the user is complained with the Rules, the user has the right to visit the dark part of the RESTAURANT, together with the consumption of the selected set menu, after payment of the corresponding full price.

Art.5.3. The user is not entitled to interfere with the working process of the TENEBRIS platform, as well as to interfere with other users in any way.

Art.5.4. The user has the right to change or cancel his reservation:

A) Up to 3 days before the reserved date, as 100% of the paid down payment will be refunded by bank transfer to an account provided by him;

B) Within less than 3 days before the reserved date , the paid down payment shall not be reimbursed in order to cover the costs of food preparation and missed benefits.

Art. 5.5. The user has the right to choose 1 of the offered set menus for each visitor to his table at the time of booking. Each of the set menus includes 5 food items in it, as well as 2 alcoholic beverages.

Art. 5.6. The user can get acquainted with the allergens in each set menu, but not the specific content of products and ingredients, as well as the dishes themselves.

Art. 5.7. The consumer has the right to consume 2 alcoholic beverages, as well as an unlimited number of non-alcoholic beverages from the restaurant range.

Art. 5.8. The consumer is not allowed to bring food and alcohol products to the RESTAURANT and in the event of such actions he loses his right to use the services provided by TENEBRIS.

Art. 5.9. The user assumes all responsibility for the occurrence of events, accidents and damages, as well as bears responsibility for all damages caused to the RESTAURANT, the staff or other clients. The restaurant bears no responsibility and blame for any accidents, loses and damages.

Art. 5.10. The user is obliged NOT to upload, or place at any form on a server associated or not with Tenebris and the Websait, or to make available to third parties in any way and form any information, data, text, messages, or any other materials or links containing:

A) Containing violence against humans or animals, degrading human dignity, threatening the life and bodily integrity of a human being, as well as materials containing catastrophes and other serious incidents;

B) Pornographic or sexually explicit content;

C) Representing trade or other confidential information as well as intellectual property;

D) Including password information, usernames, and any software to access such passwords or rights;

E) Contradicting to virtues and good morals, Bulgarian legislation, applicable laws, these General Terms and Ethics

VI. TENENBRIS RIGHTS AND OBLIGATIONS

Art. 6.1. TENEBRIS has the right to update and change the type, content, weight and prices of each of the set menus and the individual items offered, as of the moment of the update.

Art.6.2. TENEBRIS is entitled to receive the price for the service provided in connection with the restaurant, training and other commercial activities.

Art.6.3. TENEBRIS has the right to send commercial and confirmatory messages to the users in order to confirm the reservation, as well as to offer information about the services offered. With these General Terms and Conditions, each user accepts receive commercial messages from TENEBRIS.

Art.6.4. TENEBRIS has the right to refuse service or services to a user or customer.

VII. CONFIDENTIALITY POLICY

Article 7.1. TENEBRIS responses and announces on its site Privacy Policy

Article 7.2.2. By making a payment on the reservation, as well as with payment on the spot, each user or client gives his / her explicit consent that the personal information he / she has entered to can be stored and processed by TENEBRIS for the purposes set out in the Terms and Conditions and Privacy Policy.

VIII. COPYRIGHTER

Art.8.1. TENEBRIS is the owner of the entire content of the site, including the trade name Tenebris EOOD, the logo and the trade mark property. All material published and visible on the site is covered by the Copyright and Related Rights Act, the Trademarks and Geographical Indications Act and other relevant statutory acts and any use thereof as infringement of copyright, trademark rights, or other relevant regulations.

IX. AMENDMENT AND ACCESS TO THE GENERAL TERMS

Art. 9.1. TENEBRIS reserves the right to unilaterally modify the General Terms, the Privacy Policy, as well as the Cookie Policy, which it may inform users, such as those published on the SITE.

X. APPLICABLE LAW

Art. 10.1. For all issues not settled by these General Terms and Conditions, the provisions of the Bulgarian legislation shall apply.

Article 10.2. Quests, inquiries and consultations shall be sent online via email booking@tenebris.bg or telephone +359 889 717 708.

Article 10.3. Supervisory Authorities:

A) Commission for Personal Data Protection, Address: 1592 Sofia, Prof. Tsvetan Lazarov "No 2, tel .: 02 / 91-53-518, Email: kzld@cpdp.bg, Website: www.cpdp.bg;

B) Consumer Protection Commission, Address: 1000 Slaveikov Square, 1000 Sofia, fl.3, 4 and 6, tel .: 02/9330565, fax: 02/988 42 18, hotline: 0700 111 22, Website: www.kzp.bg;

Rules of Conduct Tenebris Restaurant

1. Each customer is served with respect, hospitality and attention;
2. The price of each set menu, together with the allergens they contain, are announced on the site tenebris.bg.
3. When booking a table, each customer / user is necessary to pay the corresponding amount of the deposit, as well as to leave his contact details: names, telephone and e-mail;
4. When a customer is delayed by more than 20 minutes from the reserved hour, the client loses his / her right of accommodation;
5. In order to allow a customer to enter the dining room, he must have left for safe-keeping all overcoats, bags, mobile phones, cameras, watches, electric cigarettes, lighters, and any other items that may emit light. Shooting in the darkened area is forbidden, with the equipment and photographs being seized in violation, transferring their ownership and property to Tenebris EOOD.
6. All customers in the dark part of the restaurant are not allowed to get out of their seats or move around without having a host to accompany them;
7. All customers must adhere to an acceptable tone and speaking strength without interfering with the rest of the masses. Obscene words, aggressive and immoral behavior, racist comments, and any other verbal and physical aggression may result in refusal to serve the entire table of the client and expulsion, without the right of reimbursement;
8. In case of refusal to fulfill or breach of any of the rules, access and service may be refused without the right of return, both on the reservation deposit and on the full price of the set menu;
9. Persons visibly intoxicated or under the influence of drugs are not allowed in the restaurant.