

# TERMS AND CONDITIONS

## 1 IDENTIFICATION AND CONTACT DETAILS PROVIDER

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headquarters: 28. October 2092/216, Marianske Hory, 709 00 Ostrava

ID: 286 29 337

institute registered in the Register of institutes at the Regional Court in Ostrava under File Number U 28

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(hereinafter referred to as '**PROVIDER**')

## 2 INITIAL ARRANGEMENTS

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- 2.1 These terms and conditions (hereinafter referred to as "**TERMS AND CONDITIONS**") adjust in accordance with § 1751 para. 1 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "**CIVIL CODE**"), mutual rights and obligations of the parties arising in connection with or on the basis of a contract for the use of leisure time (hereinafter referred to as "**TREATY**") concluded between the provider and a natural person (hereinafter referred to as "**CLIENT**") through the reservation system available at <https://skalkaostrava.isportsystem.cz> (hereinafter referred to as "**RESERVATION SYSTEM**"), the subject of which is the provision of individual (private) lessons of skiing or snowboarding for children and adults (hereinafter referred to as "**LESSON**") with licensed instructors (hereinafter jointly referred to as "**INSTRUCTOR**"). More information about the lessons, including the price list of lessons, can be found on the website <https://www.skalkaostrava.cz>, specifically on the subpage dedicated to lessons (hereinafter referred to as "**WEBSITE**"). The price list of lessons is also listed in the booking system under the "*Price list of lessons*".
- 2.2 These terms and Conditions take precedence over the use of the Civil Code where the Civil Code does not expressly prohibit it. In the event that any issue is not regulated by these terms and conditions, the legislation of the Czech Republic, in particular the Civil Code, will apply.
- 2.3 Arrangements that deviate from these terms and conditions may be negotiated in the contract. Derogating provisions in the contract shall take precedence over the terms of the terms and conditions. These terms and conditions are an integral part of the contract.
- 2.4 Where in these terms and conditions reference is made to paragraph or articles without further specification, this means paragraphs or articles of these terms and conditions.

## 3 CUSTOMER ACCOUNT

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- 3.1 The condition of booking and providing the lesson is the conclusion of the contract and payment of the lesson price.
- 3.2 The conclusion of the contract is possible only through the customer account established within the booking system (hereinafter referred to as "**CUSTOMER ACCOUNT**"). The customer account is an electronic service operated by the provider within the reservation system, which allows the client to book lessons, manage lesson reservations, edit all necessary data, etc.
- 3.3 The client is obliged to provide only true data in the customer account. The client is obliged to update this data in case of any changes.

- 3.4 The client is fully responsible for the use of their customer account and any misuse of the data provided in the customer account by other persons. The client is not entitled to disclose his password to the customer account to third parties or to allow the use of the customer account to third parties.
- 3.5 The Provider reserves the right to cancel the client's customer account at any time without compensation, in particular in the event of a breach of the client's obligations under the contract, or to make it temporarily inaccessible and inaccessible, in particular due to maintenance or malfunction of the reservation system.

## 4 LESSON RESERVATION

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- 4.1 Current availability of offered lessons and instructors on individual days and times (hereinafter referred to as "OFFER") is listed in the reservation calendar within the reservation system (hereinafter referred to as "BOOKING CALENDAR").
- 4.2 The offer remains valid for as long as it is displayed in the booking calendar. This agreement does not affect the provider's right to conclude a contract on individually negotiated terms.
- 4.3 The OFFER is a legally binding offer to conclude a contract within the meaning of § 1732 column 2 OF THE CIVIL CODE.
- 4.4 The necessary technical steps leading to the binding reservation of the lesson and the instructor according to the offer, respectively to the conclusion of the contract are as follows:

### 4.4.1 Creating a customer account

- A customer account can be created in the booking system (available here: <https://skalkaotrava.isportsystem.cz>) in this way:
  - (i) after clicking "+ Sign in"(located in the upper right corner of the reservation system) and then click "New registration", which will be displayed in a separate pop-up window after clicking the" + Sign in", or
  - (ii) directly in the section "New User Registration" (available here: <https://skalkaotrava.isportsystem.cz/new-account.php>).
- Within the framework of the new registration of the client, it is necessary to fill in the registration form, i.e. fill in the required personal and login data, agree to these terms and conditions, confirm familiarization with the principles of personal data processing within the meaning of art. 10 and perform an antispam check.
- The creation of the customer account occurs automatically after (i) clicking on the button "**SEND**"available at the end of the registration form and (ii) subsequent confirmation of registration by clicking on the link sent to the email address provided by the client in the registration form (which serves as a login to the customer account).
- The registration of a new client and the creation of a customer account can also be carried out through third-party accounts (e.g. *Facebook account*, *Google account*), by clicking on the appropriate icon of the third party (in this case, the client will be redirected to the website of the relevant third party) and then logging in to the client's account with the third party.

In this case, the customer account will be created automatically without the need for any further confirmation.

### 4.4.2 Login to your account

- Login to the customer account can be done in the booking system (available here: <https://skalkaotrava.isportsystem.cz>) after clicking "+ Log in"(located in the upper right corner of the reservation system), after entering the registration email and password chosen by the client when creating a customer account and clicking "Log in →".

#### 4.4.3 **Choosing a lesson and instructor**

- After setting up a customer account, or after logging in to the customer account, the client will see a booking calendar with an offer for the current day.
- If the client is not interested in booking a lesson for the current day, they must mark the day when they are interested in being provided the lesson in the booking calendar (within the annual calendar displayed in the upper left corner of the booking calendar).
- After marking the relevant day, a reservation calendar for the selected day will be displayed, in which the offer or availability of individual instructors for skiing lessons will be visible. If the client is interested in snowboarding lessons, he must click on a separate tab "*Snowboarding lessons*" and he will see the offer or availability of individual instructors for snowboarding lessons.
- The availability of individual instructors and lessons (both skiing and snowboarding) is divided into *time units*. Each time unit has 60 Minutes and is indicated by the time of the beginning of the lesson (however, the lesson itself usually lasts 50 minutes).
- The time units are *color-coded*, depending on whether the instructor is available, unavailable or busy.
- **To select a lesson, it is necessary to first select the free time unit of the lesson of the corresponding instructor – the selection can be made by simply clicking on the time unit window, on the basis of which the corresponding time unit is color-coded**

In this way, you can book multiple time units of one or more instructors, as well as more lessons of different focus (skiing or snowboarding).

- **The client is obliged to familiarize himself with any additional information and obligations for the selected lesson, which can be displayed under the booking calendar, and to comply with these information and obligations. The same applies to the booking rules listed in the "booking Rules" tab displayed within the booking calendar.**
- After selecting the available lesson time unit of the respective instructor, a list of selected lessons is displayed under the annual calendar (a new window marked "*You have chosen*").
- If the CLIENT is interested in a LESSON for 2 persons, the CLIENT must mark this fact in the list (window marked "You have selected") by clicking on the appropriate window under "Training for 2 persons" - the CLIENT can also select this option as part of the binding reservation of the LESSON (see below). Once the client has done the above steps, he must click "**CONTINUE**" (located below the list of selected lessons).
- Before clicking "**CONTINUE**" the client has the opportunity to check and, if necessary, adjust the range of lessons to be booked.

#### 4.4.4 **Binding reservation LESSON**

- After clicking "**CONTINUE**" a pop-up window appears (marked as "*Reservation overview*" ) with an overview of the lessons selected by the client and the client's identification data necessary to make a binding reservation of the selected lessons, which the client is obliged to check-here. The client also has the opportunity to edit this data.

(The client can also edit the data in the customer account. If the customer account does not allow the correction of any errors, the client must contact the provider.)

- Within this pop-up window, the client must additionally **choose a skill level** (beginner, intermediate, or advanced) and may also make any comment relating to selected lessons, his / her person, or the person for whom he / she is booking or attending the lessons (e.g. the client's child, etc.).

- After checking the selected lessons, client identification data and selecting the level of skills, the client is obliged to agree to these terms and conditions and confirm familiarization with the principles of personal data processing within the meaning of art. 10.
  - **Subsequently, the client has the opportunity to make a binding reservation of the selected lesson by clicking on the „BOOK AND PAY“.**
  - **After clicking on "BOOK AND PAY" the client is obliged to pay the price of the booked lesson (s) in accordance with paragraph. 5.1 and the obligation to pay the cancellation fee under the terms of art. 7.**
  - If the client finds out before sending a binding reservation that he has made an incorrect choice of lesson or changed his mind about the reservation, he can return back by clicking on the button "BACK".
- 4.5 **The client acknowledges that by making a binding reservation in accordance with par. 4.4.4 - i.e. by clicking "BOOK AND PAY" – occur automatic conclusion of the contract which can be cancelled only under the conditions agreed in these terms and conditions (see cancellation policy according to art. 7), and to the client's obligation to pay the provider the price of the booked lesson.**
- 4.6 The provider's automatic system immediately after making a binding reservation in accordance with para. 4.4.4 confirm to the client by e-mail to the client's address specified in the customer account the execution of a binding reservation, which includes, in particular, an overview of the booked lessons and their price.
- 4.7 The client agrees to the use of remote means of communication when concluding the contract.
- 4.8 The costs incurred by the client when using remote means of communication in connection with the conclusion of the contract (internet connection costs, telephone costs, etc.) are borne by the client himself, and he acknowledges that the amount of these costs depends on the conditions of the internet or telephone connection used by the client.
- 4.9 The client acknowledges that the offer, information about the lessons and their price stated in the booking system or on the website are binding and unchangeable, except for obvious errors.
- 4.10 The provider is entitled at any time to change the instructor who will lead the binding lesson booked, especially for operational reasons.

## **5 PAYMENT TERMS**

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- 5.1 The client is obliged to pay the price of the booked lesson to the provider in advance in one of the following ways:
- (i) **cashless transfer through *payment gateways*** (operated by GLOBAL PAYMENTS s. r. o.); or
  - (ii) **through *electronic season tickets*** (hereinafter referred to as "**PERMANENT CARD**").
- If the client has purchased a permanent card, the price of the lesson will be automatically paid by subtracting the appropriate number of booked lessons from the permanent card, regardless of the price of the booked lessons indicated in the booking system (one lesson is considered to be one time unit of a lesson of 60 minutes).
- 5.2 The client acknowledges that the provider is not obliged to accept any cash payments.
- 5.3 The client is obliged to pay the price of the lesson in the case of payment under art. 5.1 point (i) met at the time of crediting the relevant amount to the provider's account, in the case of payment under art. 5.1 point (ii) at the moment of clicking on the button "BOOK AND PAY".
- 5.4 If the client does not pay the price of the lesson immediately after the reservation of the lesson (s), the provider is entitled to withdraw from the contract with immediate effect.

## 6 RULES FOR PERMANENT CARDS

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- 6.1 The permanent card can be purchased through the customer account, by online wire transfer through the payment gateway in accordance with art. 5.1 point (i).
- 6.2 A permanent card can always be purchased only for a specified number of lessons (usually 5 or 10 lessons).
- 6.3 **If the client has purchased a permanent card, he / she is entitled to book only as many lessons as he / she has left on the season ticket.**
- 6.4 The validity of the season ticket is not limited by time. It is not possible to return an unused season ticket and request a refund from the provider for unused lessons remaining on the season ticket.

## 7 LESSON CANCELLATION AND CANCELLATION POLICY

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- 7.1 **The CLIENT acknowledges that within the meaning of Section 1837(j) of the CIVIL LAW, the CLIENT is not entitled to withdraw from the CONTRACT within 14 days pursuant to Section 1829 et seq. of the CIVIL LAW.**
- 7.2 The client is entitled to cancel the lesson at any time and without giving a reason, through the booking system (after logging into the customer account), or by e-mail or Phone (see the contact details of the provider in accordance with art. 1).
- 7.3 **CANCELLATION FEE:**  
**In case of cancellation of the lesson less than 24 hours before the start of the lesson, the provider is entitled to charge the client a cancellation fee of 100 % of the lesson price. In the case of a lesson paid for through a season ticket, the cancelled lesson will be forfeited without compensation.**
- 7.4 In case of cancellation of the lesson more than 24 hours before the start of the lesson, the client will be automatically refunded the price of the canceled lesson through a credit that will be credited to the customer account through which the canceled lesson was booked and paid – this credit can then be used by the client to book another lesson; this does not apply in the case of payment through a permanent card, when the canceled lesson will be credited again to the season ticket.
- 7.5 If the client is not interested in refunding the price of the cancelled lesson reservation by credit according to par. 7.4, they must notify the provider of this fact together with the payment details necessary for the non-cash refund of the price of the canceled lesson. In such a case, the provider shall refund the price of the cancelled lesson to the client no later than 30 days from the date on which the client requests a refund of the cancelled lesson.
- 7.6 The client further acknowledges and agrees that in the event of bad weather on the date of the booked lesson or the creation of other inappropriate conditions for the lesson (especially in the case of lack of snow), the lesson will not be provided. In such a case, the provider will refund the paid price of the lesson to the client no later than 30 days from the date on which the lesson should have been provided to the client; this does not apply in the case of payment through a season ticket, when the missed lesson will be credited to the season ticket again.

## 8 RIGHTS AND OBLIGATIONS

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- 8.1 Under the contract, the client has the right to be provided a lesson, either directly to the client or to a person designated by the client (hereinafter referred to as "**PARTICIPANT**").
- 8.2 The client is obliged to familiarize himself with all the terms and conditions relating to the lesson available on the website and in the booking system before concluding the contract, since these terms and conditions are binding on the client and he is obliged to comply with them, and at the same time ensure that the participant also complies with these terms and conditions.

- 8.3 The client is obliged to follow the instructions of the instructor or other employees of the provider within the lesson, or he is obliged to ensure that the participant also follows these instructions.
- 8.4 The client may not withhold from the provider any health or other problems of the client or the participant that could endanger the health or life of the client, the participant, the instructor, the provider's staff or any other third parties, or the property of the provider or third parties.
- 8.5 The client further acknowledges that the provider is entitled not to conclude the contract or to terminate it without notice if the client has previously violated his obligations to the provider in any way.

## 9 CLIENT STATEMENT

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- 9.1 By making a binding reservation of the lesson according to art. 4.4.4 The client declares that:
- 9.1.1 The client or participant (depending on who will attend the lesson) does not suffer from any disease (e.g. heart disease, epilepsy, chronic headaches, asthma, etc.) that could in any way endanger the health or life of the client or participant during the lesson, or could endanger the health, life or property of third parties (in particular the instructor); and
- 9.1.2 he / she is familiar with the fact that during the lesson or as a result of discipline or failure to follow the instructions of the instructor, a fall may occur, which may cause bruises to the client or participant, or other common injuries while skiing or snowboarding.
- 9.2 The client acknowledges that accident insurance is not included in the price of the lesson.
- 9.3 The client agrees that the provider hereby excludes, to the maximum extent permitted by the legislation of the Czech Republic, its liability for damage caused to the health of the client or participant during the lesson, in particular as a result of a fall or other injury that may occur in connection with the teaching of skiing and snowboarding.
- 9.4 The provider recommends that the client has an accident insurance for himself (or for the participant) covering also damages incurred in the event of an accident or fall while skiing and snowboarding within the lesson.

## 10 PRIVACY POLICY

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- 10.1 Information obligation of the provider as a personal data controller to the client within the meaning of art. 13 of the regulation of the European Parliament and of the Council 2016/679 on the protection of 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) related to the processing of personal data of the client (and, where applicable, the participant), the provider fulfills: [Processing of personal data](#) (link).

## 11 DISPUTE RESOLUTION

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- 11.1 Mutual disputes between the provider and the client are resolved by the general courts.
- 11.2 11.2 Handling of CLIENTS' complaints shall be carried out by the PROVIDER via electronic mail. Complaints may be sent to the electronic address of the PROVIDER specified in Article 1. The PROVIDER shall send information on the handling of the CLIENT's complaint to the electronic address of the CLIENT from which the complaint was sent. No other rules for handling complaints are established by the PROVIDER.
- 11.3 The client, who is a consumer, has the right to an out-of-court settlement of a consumer dispute arising from the contract under the Consumer Protection Act. The entity authorized to carry out out-of-court dispute resolution is the Czech trade inspection authority, IČ: 000 20 869, with its Registered office at Štěpánská 567/15, 120 00 Praha 2; more information is available on the website <https://adr.coi.cz/cs>. The client, who is a consumer, has the right to initiate out-of-court dispute resolution online through the ODR platform available on the website [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/).

- 11.4 Out-of-court settlement of a consumer dispute is initiated exclusively on the proposal of the consumer, and only if the dispute could not be resolved directly with the provider. The application can be filed no later than 1 year from the date on which the consumer exercised his right, which is the subject of the dispute, with the provider for the first time.

## **12 OTHER MANDATORY DATA**

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- 12.1 These terms and conditions constituting the essential content of the contract shall be archived by the provider for at least 5 years after their expiry. The terms and conditions will be made available to the client at any time upon his request.
- 12.2 The contract and these terms and conditions are drawn up in the Czech language. The contract can be concluded only in the Czech language.
- 12.3 Before concluding the contract, the client has the possibility to check and change the input data entered into the booking form or customer account (see para. 4.4.4).

## **13 FINAL ARRANGEMENTS**

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- 13.1 The provider may change or supplement the wording of these terms and conditions. This Agreement shall not affect the rights and obligations arising under any contract concluded during the period of validity of the previous version of the terms and conditions.
- 13.2 If the legal relationship established by the contract contains an international (foreign) element, then this legal relationship is governed exclusively by Czech law.
- 13.3 If any provision of these terms and conditions is or becomes invalid or ineffective, the invalid agreement will be replaced by an agreement whose meaning is as close as possible to the invalid agreement. The invalidity or ineffectiveness of one arrangement shall not affect the validity of the other arrangements.
- 13.4 In the event of a conflict between the conditions set out in the booking system or on the website and the conditions agreed upon in these terms and conditions, the conditions set out in the booking system or on the website shall prevail. In the event of a conflict between the conditions stated in the booking system and the website, the conditions stated in the booking system shall prevail.
- 13.5 These terms and Conditions shall enter into force on **1. 12. 2023**.