

## **General Terms and Conditions of SKOL MAX Ski School for online and telephone orders and on-site purchases of services**

### **1. Basic provisions**

These General Terms & Conditions apply to online or telephone orders of services at the SKOL MAX ski and snowboard school, and for purchases of services at any SKOL MAX ski and snowboard school facilities (hereinafter "**General Terms and Conditions**").

The SKOL MAX Ski School (hereinafter referred to as "**SKOL MAX Ski School**") is operated by MELIDA, a.s., ID no.: 241 66 511, based at Špindlerův Mlýn 281, ZIP: 543 51.

All services provided by SKOL MAX Ski School based on telephone or online orders using the Internet or other online services are subject to these General Terms and Conditions. Purchases of services from the SKOL MAX Ski School are also subject to these General Terms and Conditions in the case of a purchase at any of its facilities.

Unless expressly agreed otherwise, these General Terms and Conditions apply to all legal acts and contractual relationships concluded online, via telephone and at the school's premises between the operator of the SKOL MAX Ski School as a service provider and its clients as contractual partners (hereinafter "clients").

Orders of SKOL MAX Ski School services can be placed either through order forms at [www.skolmax.cz](http://www.skolmax.cz), [www.gopass.cz](http://www.gopass.cz), via email at [reservation@skiareal.cz](mailto:reservation@skiareal.cz) or via telephone at +420734130624. SKOL MAX Ski School services can also be purchased directly at any facility of this school.

### **2. Offer of SKOL MAX Ski School services**

The validity of all SKOL MAX Ski School offers presented in its facilities or online may be limited. Prices are listed in CZK including all taxes.

SKOL MAX Ski School accepts no liability for the timeliness, accuracy, completeness or quality of the information provided. Liability claims against SKOL MAX Ski School relating to any damages, both material and intangible, caused by the use or non-use of the information provided, or the the use of incorrect and incomplete information, are excluded unless the SKOL MAX Ski School is proven to be guilty of gross misconduct.

SKOL MAX Ski School explicitly reserves the right to make changes and additions and remove parts of the website or the entire offer, or to temporarily or definitively suspend the presentation without special notice.

### **3. Conclusion of a contract**

#### **3a) Telephone and online reservation of services, order confirmation, conclusion of a contract**

Only written confirmations of SKOL MAX Ski School orders are decisive for receiving a telephone or online reservation and the scope of the service provided. The contract is concluded by a written confirmation of the order by the SKOL MAX Ski School. Secondary verbal or telephone arrangements only apply in the case of explicit written confirmation by the SKOL MAX Ski School.

SKOL MAX Ski School undertakes to respond to written or electronic correspondence by the client immediately, within two working days at the latest if possible.

#### **3b) Conclusion of a contract at the school**

In the event of the purchase of services from the SKOL MAX Ski School according to its current offer at the school's premises, a contract is concluded between the operator and the client at the premises.

#### **4. Payment terms**

##### **4a) Payment terms when purchasing services via telephone and online**

If no other written agreement has been made, the full price of the service of any contract made electronically or via telephone must be paid immediately upon receipt of a written order confirmation. Advance payment of 100% of the price is therefore required.

In the event of a delay in payment, SKOL MAX Ski School is entitled to demand statutory interest on late payment, or to withdraw from the contract. SKOL MAX Ski School shall withdraw from the contract in writing, and the withdrawal shall be effective upon its delivery to the client (delivery of withdrawal via email shall also be considered delivery).

SKOL MAX Ski School reserves the right to unilaterally change prices depending on the quality or changes in the ordered assortment.

By paying the price of the service, the client agrees to the General Terms and Conditions.

##### **4b) Payment terms when purchasing services in the school's facilities**

When purchasing services in the school's facility, the client shall pay the price of the SKOL Max Ski School services on site. 100% advance payment is therefore required. The operator shall issue a tax document for the client.

In the event of a delay in payment, SKOL MAX Ski School is entitled to demand statutory interest on late payment or to withdraw from the contract. SKOL MAX Ski School shall withdraw from the contract in writing, and the withdrawal shall be effective upon its delivery to the client (delivery of withdrawal via email shall also be considered delivery).

SKOL MAX Ski School reserves the right to unilaterally change prices depending on the quality or changes in the ordered assortment.

By paying the price of the service, the client agrees to the General Terms and Conditions.

#### **5. Range of services offered and complaints**

Ski and snowboard lessons take place every day in any weather with certified instructors. One lesson hour is 50 minutes. The lessons take place at your own risk, and the seller recommends that you take out accident insurance before the lessons begin. The client is obliged to inform the instructor truthfully about his skiing and snowboarding abilities and experience, as well as health problems that could worsen during the sport. The client must precisely and consistently respect and follow the instructions of the SKOL MAX Ski School instructor. Failure to follow instructions and warnings entitles SKOL MAX Ski School instructors to terminate the contract immediately.

SKOL MAX Ski School reserves the right to immediately terminate a contract with a client who is under the influence of alcohol and/or other addictive substances, as well as a client who physically or verbally attacks the instructor. In such cases, in the event of termination of the contract, the client shall not be entitled to a refund of the costs of the service, nor to any compensation for damages.

Ski or snowboard lessons will be provided at a pre-arranged place at a pre-arranged time. The place or time can only be changed after approval by both parties. In the event that the client fails to arrive at the site at the pre-arranged time, he shall not be entitled to compensation for the missed service. The instructor shall wait for the client for a maximum of 20 minutes from the agreed start of the service.

If, in the event of bad weather conditions (strong wind, snow, rain), the services of the SKOL MAX Ski School are not provided for safety reasons, this shall not be

considered a breach of contractual obligations and the client shall not be entitled to a refund of the paid amount or parts thereof.

## **6. Cancellation policy**

The client is entitled to withdraw from the contract at any time prior to the delivery of the service - cancellation policy. The client does not have to give a reason for why he is withdrawing from the contract.

### **Individual clients:**

In the event of cancellation:

more than 7 days before the service 100% of the paid amount will be refunded

7-5 days before the service 70% of the paid amount will be refunded

4-3 days before the service 50% of the paid amount will be refunded

2-1 days before the service 20% of the paid amount will be refunded

If the reservation is canceled less than 24 hours before the start of the service, or if the service is not provided for reasons on the client's part, the client shall not be entitled to a refund of the amount paid.

### **Groups:**

In the event of cancellation:

more than 10 days before the service 100% of the paid amount will be refunded

10-7 days before the service 60% of the paid amount will be refunded

6-4 days before the service 40% of the paid amount will be refunded

3-2 days before the service 20% of the paid amount will be refunded

If the reservation is canceled less than 24 hours before the start of the service, or if the service is not provided for reasons on the client's part, the client shall not be entitled to a refund of the amount paid.

Notwithstanding the above (in this Article 6), if, on the basis of an act or another legal regulation, or on the basis of a decision or measure of state administration or self-government bodies (e.g. in connection with COVID-19) of the Czech Republic, the client is prevented from using the services of the SKOL MAX Ski School, and if it is not possible to properly provide the services ordered and paid for with the SKOL MAX Ski School on the basis of an act or another legal regulation, or on the basis of a decision or measure of state administration or self-government bodies of the Czech Republic, this shall not be considered non-performance of contractual obligations; however, the operator may, in such justified cases, decide to reimburse the amount paid or part thereof, or to provide the services in a different period.

The operator shall decide on the refund of the amount paid or part thereof on the basis of his own decision, or on the basis of an individual substantiated request by the client, if he finds that the request is justified and the reasons for the request are objective. However, the client has no legal right to a refund of the amount paid or the provision of services in a different period.

## **7. Processing and storage of personal data**

The extent of the processed personal data is minimized to the necessary extent for the purpose of registration and identification of the client.

All information necessary for the processing of personal data is available in the Privacy Policy at [www.tmr.sk](http://www.tmr.sk).

## **8. Jurisdiction, place of performance, applicable law, contractual language, out-of-court settlement of consumer disputes**

The place of performance is Špindlerův Mlýn. The competent court for all legal disputes arising from the contractual relationship shall be the court with substantive and territorial jurisdiction in accordance with applicable law. Czech law shall apply. The contractual language is Czech.

In the event that a consumer dispute arises from a service contract that cannot be settled by mutual agreement, the consumer may file an out-of-court settlement of such a dispute with the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR department, based in Praha 2, Štěpánská 15, 120 00, Email address: [adr@coi.cz](mailto:adr@coi.cz), Website: [www.adr.coi.cz](http://www.adr.coi.cz).

#### **9. Effect**

These General Terms and Conditions are effective from October 1, 2020.

Should individual provisions of these General Terms and Conditions be ineffective or become such, this shall not affect the effectiveness of the other provisions or the entire legal act. An ineffective provision shall be replaced by the one closest to the purpose of the ineffective provision. Any changes to these General Terms and Conditions must be made in writing. SKOL MAX Ski School is authorized to change the General Terms and Conditions unilaterally.

In Špindlerův Mlýn, October 9, 2020

**MELIDA, a.s.**