



SKIAREÁL ŠPINDLERŮV MLÝN a.s.
543 51 ŠPINDLERŮV MLÝN land-registry No. 281

**TRANSPORT REGULATIONS
FOR MOUNTAIN TRANSPORTATION
FACILITIES
(Chairlifts and Ski Lifts)**

Pursuant to Law No. 266/1994 Coll., on Railways, as amended, and in compliance with the Decree No. 175/2000 Coll., on Transport Regulations for public rail and road passenger transport (hereinafter referred to as the "Transport Regulations"), the company Skiareál Špindlerův Mlýn a.s. issues the following:

TRANSPORT TERMS AND CONDITIONS
for public rail passenger transport on aerial chairlifts and ski lifts operated by the company SKIAREÁL Špindlerův Mlýn a.s.

Valid from: November 1, 2009

For service purposes only

Article 1 General Provisions

- 1) These Transport Terms and Conditions apply to regular transport of passengers, luggage, live animals by mountain transportation facilities on the premises of SKIAREÁL Špindlerův Mlýn a.s. and stipulate the terms and conditions for this type of transport.
- 2) Based on a concluded transport contract, the passenger shall observe the terms of the Transport Regulations, these Transport Terms and Conditions and the pricelist.
- 3) A person authorised by the Carrier, wearing a service uniform and furnished with an identification card of the Carrier is authorised to check lift tickets and to give instructions and orders to passengers in order to ensure their safety and the transport safety and continuity.
- 4) Only passengers with skis, snowboard or short skis attached to their feet can be transported by ski chairlifts and ski lifts operated in accordance with a valid official licence in winter only. These transportation facilities cannot be used for the transport of foot-passengers, luggage, sledges, bicycles or any other sport gear.
- 5) The Carrier shall inform the passengers about the transport and its changes by means of a unified information system within the whole area of Špindlerův Mlýn and Mísečky. Furthermore, the Carrier shall provide information at individual ticket offices and on the boarding point premises.

Article 2 Establishment and Fulfilment of Passenger Transport Contract

- 1) The Transport Contract shall be concluded if the passenger uses his/her right for transportation arising from a passenger document by boarding the aerial chairlift or by entering the marked boarding or exit point accessible only with a valid passenger document (hereinafter referred to as the "Boarding or Exit Point").
- 2) By purchasing a lift ticket of SKIAREÁL Špindlerův Mlýn a.s., the transport participants affirm that they are familiarized with the Transport Terms and Conditions, the Timetable, the Pricelist, the Instructions for Using Downhill Tracks and they undertake to respect the same.
- 3) The exclusive and sole seller authorised to sell lift tickets is the company SKIAREÁL Špindlerův Mlýn a.s. and persons authorised by this company.

Article 3 Passenger Document

- 1) For the whole term of fulfilment of the Transport Contract, the passenger shall have a valid passenger document, which the passenger shall present during a passenger document check.
- 2) A valid passenger document is:
 - a) a one-way single-ride ticket or a round trip single-ride ticket,
 - b) a time pass entitling to multiple rides within its time of validity and within a defined range on all transportation facilities of SKIAREÁL Špindlerův Mlýn a.s.
 - c) point ticket entitling to multiple rides according to the number of bought points
- 3) A person authorised by the Carrier shall have the right to take an invalid passenger document in cases, when such passenger document:
 - a) Is used without the required photo,
 - b) Is damaged in such a manner that the data necessary for checking the correctness of its use are not visible,
 - c) Comprises data, which do not correspond to the actual state or which have been illegally modified,
 - d) Is used by an authorised person,
 - e) Has exceeded its term of validity or is used in invalid region,
 - f) Is not an original passenger document.

A person authorized by the Carrier shall issue a confirmation to the passenger that the ticket has been withdrawn from the passenger or taken away by the ticket machine.

Article 4

Payment of Fare, Prices of Luggage Transport and Surcharges

- 1) For single-ride tickets, point tickets and/or time passes, the passengers shall pay a fare in an amount indicated in the pricelist. For luggage transport, i.e. luggage exceeding the dimensions of hand luggage and requiring placement in a specially designated space on the aerial chairlift, the passengers shall pay an agreed price.
- 2) Types of passenger documents, prices for luggage transport as well as the tariff terms of their use are determined by the operator.
- 3) A lift ticket is valid, if it is an original lift ticket issued by the Carrier and if it contains the following:
 - a) The trade name of the Carrier concluding the Transport Contract,
 - b) The region, in which it is valid,
 - c) The type and amount of fare and/or the amount of discount,
 - d) Data on its term of validity,
- 4) Lift tickets are non-transferable.
- 5) Single tickets are valid only on the day of their purchase.

- 6) The morning pass is valid only until 12.00 a.m.
- 7) Sale of afternoon passes begins not earlier than 5 minutes before the indicated time of validity (i.e. 11.00 a.m. or 13,00 a.m.).
- 8) Before boarding the chairlift, the passenger shall pass through a ticket machine which shall check and record his/her lift ticket.
- 9) Fare compensation for time passes except for season passes shall be provided after deducting an amount calculated proportionally according to the period of its use in the following cases:
 - a) - in case of an injury on downhill tracks of SKIAREÁL Špindlerův Mlýn a.s. Passengers must prove this by a treatment confirmation form from the location where the injury occurred;
 - b) - in case of an illness documented by a physician's certificate,
 - c) - in case of a simultaneous halt of three chairlifts operated by SKIAREÁL Špindlerův Mlýn a.s. lasting for more than two hours caused by unfavourable weather, excessive wind speed, storm, technical fault or power outage.
- 10) We provide no fare compensation in case of ticket loss.
- 11) In case of ticket mutilation caused by the passenger, we charge a fee of CZK 50,- for issuing a duplicate ticket.
- 12) Every passenger must come in person to buy a season pass. We charge a refundable deposit of CZK 100,- for our season pass issued in the form of a plastic card. We charge a fee of CZK 1500,- for issuing a duplicate season pass.

Article 5

Transport of Children and Seniors

- 1) Children under 6 years of age can be transported only when accompanied by passengers older than 10 years of age.
- 2) Children shorter than 125 centimetres can be transported only accompanied by someone who is capable of providing the child with appropriate assistance.
- 3) Passengers who want to buy children, junior and senior tickets must prove their age by an identity document. (Children show their insurance cards).
- 4) Further terms and conditions relating to the transport of children and seniors (e.g. discount fares) are stipulated in the pricelist.

Article 6

Transport of Baby Carriages and Bicycles

- 1) Only transport of folding strollers is allowed, which the passenger travelling with a child may take with him/her as hand luggage, i.e. free of charge.
- 2) Passengers may take a bicycle with them as hand luggage free of charge. The bicycle is transported on the designated holder installed on the chair. When transporting

a bicycle, the passenger shall hand over the bicycle to the chairlift operating personnel for its placement on the chair and the passenger shall accept the bicycle after exiting.

- 3) A person authorised by the Carrier shall have the right to reject transportation of a baby carriage or a bicycle in case it is not possible to place it on the chair.

Article 7

Transport of Persons with Limited Movement and Orientation Abilities and Transport of Persons in Wheelchairs

- 1) Persons with limited movement and orientation abilities may be transported on the chairlift under the following conditions:
 - a) Transport of persons with limited movement and orientation abilities is possible only if accompanied by at least one person 18 years of age or older,
 - b) This accompanying person(s) shall inform the chairlift operating personnel about such requested transport before boarding the chairlift and follow the instructions of the operating personnel,
 - c) Based on the request of the person(s) accompanying the person with limited movement or orientation abilities, the chairlift operating personnel shall secure boarding and shall notify the opposite station on which chair are the passengers located and shall arrange their disembarkation.
- 2) Persons travelling in special wheelchairs enabling them to ski under the conditions indicated in Paragraph 1 hereof.
Only a wheelchair may be transported, which can be placed on the chair and following an agreement with the chairlift operating personnel.

Article 8

Carrier and Passenger Relations

- 1) Carrier's obligations:
For the sake of ensuring due passenger care when providing transportation services, the Carrier shall:
 - a) Provide information on timetables, prices and issued Transport Terms and Conditions at designated places (ticket offices, Boarding Points), and at all information system facilities,
 - b) Mark places serving for the sale of lift tickets,
 - c) Mark places serving for passenger check-in and lift ticket checks,
 - d) Mark places serving for passenger queuing and boarding or exiting the chairlift,
 - e) Provide information on the chairlift operations and on the weather conditions at designated places (ticket offices, Boarding Points, and all information system facilities),
 - f) Ensure cleanliness and order and/or lighting of the Boarding and Exit Points.
 - g) to handle poor service complaints immediately, in more complicated cases within three working days. The employee authorized by the carrier handles complaints pursuant to Law No. 634/1992 Coll., the Consumer Protection Act. (See Complaints Code)

2) Passenger obligations:

The passenger shall be obliged:

- a) To purchase a lift ticket and to pass through a ticket machine before boarding the transportation facility, which shall check and record the lift ticket,
- b) To have a valid lift ticket and to present it upon the request of a person authorised by the Carrier,
- c) To follow the instruction of the person authorised by the Carrier as well as the pictograms located on the track,
- d) To maintain cleanliness and order at Boarding and Exit Points and during transportation, not to jeopardize the health and safety of other passengers or the safety and the continuity of public passenger transport by its conduct,
- e) To secure himself/herself with the safety bar preventing accidental fall on the chairlift and to open the safety bar before exiting,
- f) Not to soil other passengers or chairs, as well as the premises and facilities serving for passengers with his/her clothing or conduct.

3) The passengers are particularly not allowed:

- a) To open the safety bar of the chair preventing accidental fall during transportation,
- b) To throw away objects or to let them protrude from the chairlift,
- c) To lean out from the chair or to swing the chair during transportation,
- d) To inhibit the use of operating devices, to withhold others from exiting, passing to or boarding the chairlift,
- e) To smoke on the chairlift or on the premises designated for passengers, where smoking is prohibited,
- f) To damage the chairs, as well as the premises and facilities designated for passengers,
- g) To bring objects with them on the chairlift, which are not permitted within luggage content.

4) If the passenger endangers the person authorized by the carrier by breaching his/her obligations, then it is a case of delict as per Act No. 200/1990 Coll. on Delicts.

Article 9

Use of Safety, Communication and Control Devices

- 1) Passengers may use the safety and control devices located at places accessible to the public, if such device are designated for operation by passengers only under the following circumstances:
 - a) In case of imminent danger to life or health,

Article 10

Luggage Transport Terms and Conditions

- 1) The passenger has the right to take hand luggage with him/her free of charge, however, the passenger shall provide for its loading, placement on the chair, unloading upon exit, and supervision during transportation.
- 2) Bicycles are deemed as hand luggage hereunder. Passengers submit bicycles for loading to the chairlift operating personnel, who shall unload the bicycle at the opposite station. The bicycle is placed on the designated holder installed on the chair.
- 3) Transport of live animals is limited only to small animals, whereas the passenger shall hold such small animal on his/her lap and shall be fully liable for its safety. The animal shall not jeopardize or cause inconvenience to other passengers or any person authorised by the Carrier.
- 4) Luggage or the luggage content shall not comprise objects, which may cause damage to the chair due to their properties, as well as cause detriment to the life and the health of persons or their property, and bulky objects, which could interfere with the track profile. The chairlift operating personnel decide on the exclusion of such luggage from transportation.
- 5) Objects prohibited as luggage or within the luggage content namely are: loaded weapons, explosive, poisonous, radioactive, volatile or caustic objects or objects that cannot be placed on the chair due to their dimensions. The chairlift operating personnel decide on the exclusion of such luggage from transportation.

Article 11 Other Provisions

These provisions come, in particular, from the valid Regulations of the International Ski Federation (FIS) and the Czech regulation known as ČSN 01 8027 Marking and securing in the winter resort, valid since 1st February 2009.

- 1) Additional specific terms and conditions namely include:
 - a) Operating hours, timetables, prices, information on evening skiing, special rides and sports events, which may affect the operations of the transportation facilities are indicated at the points of sale and in the unified information system,
 - b) Particularly in the winter season, information on climate conditions, especially snow and weather conditions, the condition of downhill and cross-country skiing tracks are decisive for the passengers and such information is also indicated in the unified information system,
 - c) Passengers utilizing the downhill tracks shall observe the specified instructions for their use and in the event of their violation, such passengers may be excluded from further transport on the track,
 - d) The management of the company SKIAREÁL Špindlerův Mlýn a.s reserves the right to allow training and competitions of skiers, snowboarders or skibobbers on an enclosed track based on a previous agreement,
 - e) Without the consent of the management of SKIAREÁL Špindlerův Mlýn a.s., commercial skiing snowboarding lessons are prohibited,

- f) Maintenance of downhill tracks is mostly performed after the end of operations of the transportation facilities, the downhill tracks are closed for maintenance purposes after 4.15 pm,
- g) Depending on snow and weather conditions, maintenance and artificial snowing can be performed also within operating hours, however, the track shall be marked by a warning sign,
- h) Snow vehicle drivers must ensure that the warning beacon is on when performing maintenance and during regular drives,
- i) Barriers on the track (e.g. snow blowers, hoses, hazardous areas) shall be marked in sufficient distance and/or enclosed with a fence or a net,
- k) When the snow blowers are in operation, it is necessary to adjust the skiing speed to allow safe passage and not to endanger other skiers. Crossing hoses and cables and handling snow blowers is prohibited.

2) Instructions for Using the Downhill Tracks:

a) **Mutual Consideration**

All skiers and snowboarders shall conduct themselves on the track in a manner not jeopardizing others with their behaviour, equipment, and accessories.

b) **Speed and Behaviour Check**

Speed and behaviour on the track shall correspond to the personal abilities and general conditions, such as weather, snow conditions, skiing traffic, etc.

c) **Selecting Ride Direction**

Skiers and snowboarders who are at the top of the track are in a position providing them with a good view and they may select the direction of their ride. They shall select the direction in a manner not jeopardizing others.

d) **Overtaking**

Everyone may be overtaken from above, from the right and from the left, however only at sufficient distance. No one will be limited in their freedom of movement.

e) **Beginning the Ride and Crossing**

When beginning the ride, after a break or when crossing tracks, everyone shall make sure visually that the track above and underneath is free before riding down.

f) **Stopping**

It is dangerous to stop in narrow or dangerous parts of the track. After a fall, the track must be vacated as soon as possible.

g) **Movement without Skis**

Walking up and down the track is possible only at its edges. Pedestrians shall not jeopardize others with their equipment or their body.

h) **Respecting Information, Warning Signs**

It is necessary to respect all information concerning the weather, track and snow conditions, as well as warning signs.

ATTENTION! RIDING OUTSIDE THE DOWNHILL TRACK IS STRICTLY PROHIBITED!

i) **First Aid**

In case of an accident, every participant or witness must provide first aid, namely by calling the Mountain Rescue Service. If requested to do so, they help the Mountain Rescue Service.

j) **Identification**

Witnesses or participants of an accident are obliged to provide their personal data to the Mountain Rescue Service or another authorised person.

Article 12
Concluding Provisions

- 1) These Transport Terms and Conditions are valid for the transport of passengers and luggage provided by the Carrier SKIAREÁL Špindlerův Mlýn a.s. with effect from November 1, 2004.
- 2) An extract of a substantial part of the Transport Terms and Conditions is disclosed on the premises of the chairlift boarding stations and on the website www.skiareal.cz.
- 3) Full wording of the Transport Terms and Conditions is available to passengers on the Carrier's premises, i.e. at the bottom chairlift stations and at all ticket offices.

Špindlerův Mlýn, November 1, 2009

Ing. Jiří Beran
Company Director