

GENERAL TERMS AND CONDITIONS

SKI AND SNOWBOARD EQUIPMENT RENTAL



SPINDL
MOTION

Introductory provisions SEASON 2022/2023

1.1 – These general terms and conditions (GTC) govern the terms of the contractual relationship between the client (hereafter, the "Client") and Melida, a.s. with registered offices in Špindlerův Mlýn 281, 543 51 Špindlerův Mlýn, ID 24166511, registered in the Commercial Register of the Regional Court in Hradec Králové, section: B, insert No: 3175 (hereafter, the "Operator"), which is the provider of the ski and snowboard rental equipment.

1.2 – The rental of ski and snowboard equipment and accessories is a service provided by the Operator to the Client on the basis of a commercial lease of movable property entered into between the Operator as the lessor and the Client in which the subject is an obligation on behalf of the Operator to enable the Client the temporarily paid use of the ski equipment and/or snowboard equipment and/or accessories and/or snowboard equipment according to the Operator's offer and the Client's obligation to use the ski equipment and/or snowboard/ski accessories and/or snowboard equipment for a limited period of time exclusively for its agreed and customised purpose and to pay the Operator an agreed remuneration (hereafter referred to as "Rental" or "Service").

1.3 – Ski equipment is skis.

1.4 – Snowboard equipment is a snowboard.

1.5 – Accessories for ski and/or snowboard equipment are ski boots, snowboard boots, ski sticks, helmets.

2 – Rental services SEASON 2022/2023.

2.1 – When ordering a service directly at the Operator's premises, the Client must complete a written order of service, with the following information: Name, address, age, ID number.

2.2 – For verification to enable use of the service, the Client must provide to the Operator's representative an identity card or other form of documentation to demonstrate identity (passport, driving licence).

3 – Price

3.1 – Rental prices for ski equipment and/or snowboard equipment and/or accessories for ski and/or snowboard equipment are listed in the price list at www.skiareal.cz and ski equipment and/or snowboard equipment and/or ski equipment and/or snowboard equipment of the Operator as listed on www.skiareal.cz.

3.2 – Discount options and conditions for their application are listed in the price list on the Operator's website at www.skiareal.cz and at the Operator's rental offices listed on the website www.skiareal.cz.

3.3 – The deposit for the rental of ski and/or snowboard equipment and/or accessories for ski and/or snowboard equipment (hereinafter referred to as "deposit") is:

3.3.1 – For ski and/or snowboard equipment and/or accessories, the ECONOMY set is 1500 CZK, the PERFORMANCE set 3500 CZK and the TOP set 7500 CZK, 1500 CZK for ski/snowboard boots, 500 CZK for ski poles, 1000 CZK for a helmet.

3.4 – Clients are obliged to pay a deposit in the amount specified in paragraph 3.3 of this article of the GTC upon taking over ski and/or snowboard equipment and/or accessories in the Operator's rental facilities, either in cash to the Operator's employee, or by leaving an identification card. The deposit will be returned to the Client when the rented ski and/or snowboard equipment and/or accessories are returned in the condition in which he received them, taking into account normal wear and tear without damage, in cash into the Client's hands.

4 – Service provision, damage liability and additional conditions.

4.1 – For the purposes of the service order under these GTC and the completion of orders for the provision of rental and payment of the service price, the Operator shall supply the Client with the service as ordered. When accepting such service, the Client is required to provide an identity card and an order.

4.2 – The Client is authorised and is obliged to use the ski and/or snowboard equipment and/or accessories exclusively for the purposes of skiing and/or snowboarding and in a manner appropriate to the intend purpose of the ski and/or snowboard equipment and/or accessories.

4.3 – The Client is obliged to use the ski and/or snowboard equipment and/or accessories in such a manner that the ski and/or snowboard equipment and/or accessories are not damaged and that the possibility of damage is minimised.

4.4 – The Client is liable for damage caused to ski and/or snowboard equipment and/or accessories from the moment of the takeover of the ski and/or snowboard equipment and/or accessories until the ski and/or snowboard equipment and/or accessories are returned.

4.5 – The Operator offers the Client the opportunity to insure the ski and/or snowboard equipment and/or accessories against possible damage at the rate of: 80 CZK/day/set ECONOMY ski and/or snowboard equipment, 80 CZK/day/set PERFORMANCE ski and/or snowboard equipment, 100 CZK/day/set TOP ski and/or snowboard equipment. This insurance does not cover the loss or theft of ski and/or snowboard equipment and/or accessories.

4.6 – The Client is obliged to notify the Operator without undue delay of any damage, loss, destruction or theft of ski and/or snowboard equipment and/or accessories. In the event of theft, the Client is obliged to submit to the Operator a record of the theft issued by the relevant police department. In the event of the loss or destruction of ski and/or snowboard equipment and/or accessories, the Operator is entitled to demand that the Client pay the price of the service including interest on arrears in the amount specified by Government Decree no. 351/2013 Coll., until the loss or destruction of ski and/or snowboard equipment and/or accessories is reported to the Operator.

4.7 – In the event of loss, damage or theft of ski and/or snowboard equipment and/or accessories, the Client shall be liable to pay compensation to the Operator for all impairments under the provisions of Act No. 89/2012 Coll, the Civil Law, as amended, and if the Operator's insurance was not purchased, the Client is obliged to pay compensation incurred to the following amount:

5 400 CZK	Damage compensation - loss, theft, breakage - ski / SNB	ECONOMY
12 000 CZK	Damage compensation - loss, theft, breakage - ski / SNB	PERFORMANCE
21 000 CZK	Damage compensation - loss, theft, breakage - ski / SNB TOP	TOP
550 CZK	Damage compensation - loss, theft, breakage - ski poles	
2 400 CZK	Damage compensation - loss, theft, breakage - boots	
1 000 CZK	Damage compensation - loss, theft - helmet	
680 CZK	Repairable damage - ski / snowboard base	
1 500 CZK	Repairable damage - ski / snowboard edge	

4.8 – In the event of loss of functionality of the ski and/or snowboard equipment and/or accessories, the Operator will provide the Client with replacement equipment and/or accessories or will correct the cause of loss of functionality.

4.9 – If the client returns the ski and/or snowboard equipment and/or accessories to the Operator after the agreed time, he is obliged to pay the rental fee until the ski and/or snowboard equipment and/or accessories are returned to the Operator. In addition to the additional payment of the Rental service for the entire time of delayed return of the ski and/or snowboard equipment and/or accessories until the time of its return, the Operator is also entitled to demand interest on arrears in the amount specified by Government Decree no. 351/2013 Coll.

4.10 – The Operator is not liable to the Client for any damage to health and/or property. The Client uses the ski and/or snowboard equipment and/or accessories at their own risk.

4.11 – Any complaints about the provided services are to be made to the Operator at the Operator's premises during business hours Monday to Friday from 8:00 am to 4:30 pm. If the equipment or its accessories are defective upon their takeover or during their use by the Client, the Operator must remedy the item to ensure the condition corresponding to the rental agreement, or to replace the item for the Client without undue delay. If this is not possible, the Client may withdraw from the contract.

5 – Cancellation policy

5.1 – When paying the price of the service on the Operator's premises, the service can be cancelled no later than on the day preceding the day specified by the Client in the order as the first day of the provision of the service. For this purpose, the Client is obliged to submit a cash receipt from the order and payment of the services, or data on electronic purchase - date, account number,

electronic code and identity card of the Client, or an indication of the person who is to use the service (identity card). The price paid for the service (part thereof) and the deposit (if paid by the Client) will be refunded to the Client.

5.2 – If the service is cancelled no later than on the day preceding the day of the use of the service by midnight, the Client will receive a refund of 90% of the amount paid. If the service is cancelled on the day specified in the order as the day of commencement of the service, or in the event of non-performance of the service for reasons on the Client's part (except in cases listed in paragraph 5.4. of these GTC), the Client shall not be entitled to a refund of the paid price, nor a part thereof.

5.3 – In the case of a multi-day loan, if the Client cancels the reservation on any day of the multi-day loan, the Operator is entitled to make a decision on the refund of a proportion of the money for unused days of the loan to persons who provide a medical report stating that the reason for the cancellation is an injury/illness due to which this person cannot continue to use the service. The client is obliged to submit a notification of illness, an accident or other serious circumstances no later than 10 days after the accident or the discovery of the fact of long-term incapacity for work, or other serious circumstances, including a cash receipt for payment of the service price or data on electronic purchase - date, account number, electronic code and identity card of the Client (if the service was to be used by a person other than the Client, this person's data and proof of identity, if issued to this person). The Operator reserves the right to individually assess each such case and determine the justification of the request for a refund of the price of the service or its part.

5.4 – If the client is prevented from using ski and snowboard equipment rental services on the basis of the law or a legal regulation, or on the basis of a decision or measure of state administration or self-governing bodies (e.g. in connection with COVID-19) of the Czech Republic, and if, on the basis of the law or a legal regulation, or on the basis of a decision or measure of state administration or self-governing bodies of the Czech Republic, the ski and snowboard equipment rental cannot properly provide the ordered and paid for services, this shall not be considered a breach of contractual obligations, but in such justified cases the Operator may decide to reimburse the Client for all or part of the amount paid, or to provide the services within a replacement 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 justified 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 replacement period.

6 – Personal data protection

6.1 – The scope of processed personal data is restricted to that necessary for the purpose of registering and identifying the lessee.

6.2 – All necessary information required for the processing of personal data is available in the Privacy Policy at www.skiareal.cz.

7 – Final provision

7.1 – The rights and obligations of the Client and the Operator in matters not regulated by these GTC are governed by the relevant provisions of Act no. 89/2012 Coll., The Civil Code.

7.2 – The competent court for all legal disputes arising from the contractual relationship is a Czech court with substantive and territorial jurisdiction. Czech law shall apply. The contractual language is Czech.

7.3 – In the event of a consumer dispute arising from a rental agreement that cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such a dispute to the designated body for out-of-court settlement of consumer disputes, namely the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, with its registered office in Prague 1, Štěpánská 796/44, 110 00, Email address: adr@coi.cz, Web: adr.coi.cz

8 – Validity and effectiveness of the GTC
These GTC are valid and effective from December 1, 2022.
The Operator reserves the right to unilaterally change these GTC.