

General Trade Terms and Conditions of SKOL MAX Ski School for Online Orders

1. Basic Provisions

These General Trade Terms and Conditions apply to the online orders of the ski and snowboard school services and for the online service orders of the ski gear rental (hereinafter referred to as the "General Trade Terms and Conditions").

All services provided by SKOL MAX Ski School as per online orders with the use of the Internet or other online services are subject to these trade terms and conditions.

Unless the contrary is explicitly stated, these General Trade Terms and Conditions apply to all legal acts and contractual relations concluded online between SKOL MAX Ski School as the Seller and its clients as the contractual partners – the Buyers (hereinafter referred to as the "Clients").

The online orders can be made either via the order forms at www.skolmax.cz or via e-mails to the address rezervace@skiareal.cz

The SKOL MAX Ski School operator is the trade company MELIDA, a.s., Company Reg. Number: 241 66 511, with the registered office at Špindlerův Mlýn 281, postcode: 543 51.

2. Offers, Reservation, Order Confirmation, Conclusion of Contract

All offers of SKOL MAX Ski School are not binding. The prices are presented in CZK including all taxes.

A reservation and the extent of provided service shall only be accepted upon the written confirmation of the SKOL MAX Ski School order. The contract is concluded when SKOL MAX Ski School confirms the order in writing. Collateral oral or telephone agreements are effective only if explicitly confirmed in writing by SKOL MAX Ski School.

SKOL MAX Ski School undertakes to provide its immediate reaction to any written or electronic correspondence from the Client, no later than by two working days.

3. Terms of payment

If no other written agreements have been made, it is necessary, in the case of each contract concluded in the electronic form immediately upon the receipt of the written confirmation of the order, to pay the total price of the service in advance. 100 % payment shall thus be made in advance.

In the event of delay in the payment, SKOL MAX Ski School is entitled to demand legal interest on the late payment from the Client, or is entitled to withdraw from the contract. The withdrawal from the contract shall be made by SKOL MAX Ski School in writing.

SKOL MAX Ski School reserves the right to change the prices unilaterally according to the quality, or the change of the ordered product.

The Client expresses its consent to the General Terms and Conditions of SKOL MAX Ski School for online orders by paying the service price.

4. Online Offer Contents

SKOL MAX Ski School does not bear any responsibility for the currency, correctness, completeness or quality of the provided information. The claims under the responsibility filed against SKOL MAX Ski School, which apply to any material and intangible damage caused by using or not using the provided information, or by using incorrect or incomplete information, are fundamentally excluded unless gross fault has been provably made by SKOL MAX Ski School.

All offers are not binding. SKOL MAX Ski School reserves the explicit right to carry out a change, completion, deletion of a part of the website, or to stop the whole offer or presentation temporarily or definitely without extra notice.

5. The Extent of the Provided Services and Filing Complaints

The ski and snowboard lessons are provided by certified instructors every day and in all weathers. A ski lesson takes 50 minutes. The lessons are provided at Client's risk and the Seller recommends arranging accident insurance before the lessons start. Before the lessons start, the Client is obliged to provide the instructor with true information about its ski and snowboard abilities and experience, and health problems, if any, which could have an impact on the performance of the sport. The Client is obliged to strictly and thoroughly respect and adhere to the instructions of the instructor/SKOL MAX Ski School rental. Failure to respect the instructions and warnings entitles the instructors/SKOL MAX Ski School rental to terminate the contract immediately.

SKOL MAX Ski School reserves the right to immediately terminate the contract with a client who is under the influence of alcohol and/or other addictive substances, as well as with a client who verbally abuses or physically attacks the instructor. In the event that the contract is terminated, the Client shall not be entitled to refund the service expenses incurred by the Client or shall not be entitled to any compensation for damage.

The ski or snowboard lessons shall be provided in a prearranged place and at a prearranged time. The time or place may be changed only upon the prior approval made by the contracting parties. In the case that the Client does not come to the arranged place at the arranged time, it shall not be entitled to compensation of the missed service. The instructor shall wait for the Client 20 minutes at most from the agreed start of the service.

The ski gear rental is in operation daily in all weathers; the opening hours are: 8.00 a.m. – 4.30 p.m. The Hromovka rental's opening hours are extended to 21:00 during evening skiing.

In the Špindlerův Mlýn Ski Resort, the ski gear rental shops are located in the following places: Hromovka, Svatý Petr, Medvědí, Horní Mísečky, the Clarion Hotel

The Client is obliged to use the sports gear only for the purpose to which it has been intended, and is obliged to ensure that it is not damaged by events which could be foreseen (e.g. it is forbidden to ski in the areas where there is no continuous snow cover, outside the ski trails marked out by the ski resort, to dry ski boots on heat sources or in close proximity to them, where there is a risk of heat damage etc.).

In the event that the sports gear or its part is damaged, the Client is obliged to pay to SKOL MAX Ski School for the damage in the amount stated in the sports gear damage price list. SKOL MAX Ski School together with the Client shall draw up a report regarding the damage or impairment of the sports gear, which shall be signed by the Client, with specification of all contact data of the Client.

The client is obliged to file a claim with SKOL MAX Ski School or with a person authorised to take a remedial action without undue delay from the date on which a drawback was discovered. If the Client does so in the written or electronic form, the Client's contact data, exact description of the drawback and the way of handling the complaint should be stated.

6. Cancellation Terms and Conditions

The Client is entitled to withdraw from the contract at any time before the service is delivered – the cancellation terms and conditions. The Client is not obliged to state a reason for its withdrawal from the contract.

Individual Clients:

In the case the service is cancelled:

more than 7 days	before the delivery of the service	100 % of the amount paid shall be refunded
7-5 days	before the delivery of the service	70 % of the amount paid shall be refunded
4-3 days	before the delivery of the service	50 % of the amount paid shall be refunded
2-1 day	before the delivery of the service	20 % of the amount paid shall be refunded

In the case that the reservation is cancelled less than 24 hours before the service is delivered or if the service is not delivered by reasons on the part of the Client, the Client is thus not entitled to any refund.

Groups:

In the case the service is cancelled:

more than 10 days	before the delivery of the service	100 % of the amount paid shall be refunded
10-7 days	before the delivery of the service	60 % of the amount paid shall be refunded
6-4 days	before the delivery of the service	30 % of the amount paid shall be refunded

In the case that the reservation is cancelled less than 3 days (72 hours) before the service is delivered or if the service is not delivered by reasons on the part of the Client, the Client is thus not entitled to any refund.

7. Personal Data Processing and Holding

Personal data processing is limited to that only which is required for the purpose of registering and identifying customers.

The information required for the processing of personal data can be found in the Privacy Policy at www.tmr.sk.

8. Competence of Court, Place of Fulfilment, Governing Law, Contract Language

The place of the fulfilment is Špindlerův Mlýn. Any and all legal disputes arising from the contractual relation shall be settled by the relevant local court according the legal regulations in force. The governing law is the Czech law. The contract language is Czech.

9. Effect

These General Trade Terms and Conditions shall come into force on November 1st, 2015.

Should any of the provisions of these General Trade Terms and Conditions be or become invalid, the force of the other provisions or the entire legal act shall be unaffected. The invalid provision shall be replaced with a provision which corresponds best to the purpose of the invalid provision. Any changes to these General Trade Terms and Conditions shall be made in writing. SKOL MAX Ski School is entitled to change the General Trade Terms and Conditions unilaterally.

In Špindlerův Mlýn on November 1st, 2018
MELIDA, a.s.

