

TCC – sportovní služby s.r.o.’s Terms and Conditions of Contract

I. Introductory provisions

- 1) These Terms and Conditions of Contract (hereinafter referred to as “the Conditions”) regulate the contractual relationship and mutual rights and obligations when entering into and terminating contracts, and also rights and duties of the contracting parties resulting from a relationship in the form of a contract for services (hereinafter referred to as the “Contract”) with TCC – sportovní služby s.r.o., registered office Na Roháči 603/2a, Doudlevice, 301 00 Plzeň, ID No.: 040 32 781, registered in Commercial Register at Regional Court in Plzeň, section C, file 31049 (hereinafter referred to as “the Company”) as the one contractual party and the client of the Company, natural person – consumer, further specified in the Contract as the other contracting party (hereinafter referred to as “the Client”), who is interested in using the Company’s services
- 2) The Conditions regulate the contractual relations and mutual rights and obligations when entering into or terminating a contract of sale and further the rights and obligations of the contracting parties resulting from a contract of sale as a consumer contract concluded pursuant to the Civil Code (hereinafter referred to as “the contract of sale”).
- 3) Both natural persons and legal entities may become customers. If a Client or a customer is a natural person who when entering into a contract with the Company and performing the contract acts beyond the scope of its entrepreneurial activities or beyond the scope of performance of its job, such Client is a consumer pursuant to the provisions of the Civil Code and such Client will be subject to effective legal regulations of the Czech Republic regarding protection of consumers.
- 4) The Conditions include operating rules regulating the rules, rights and obligations of Clients or customers; the operating rules in the provisions of clause VI. of the Conditions may be amended by the operating rules specifically regulating other rights and obligations which may form an integral part of the Contract.
- 5) The Conditions, the Contract and the contract of sale are governed by effective legal regulations of the Czech Republic and legal regulations of the European Union; they are governed in particular by the Civil Code as amended and the act on protection of consumers, as amended and the act on personal data protection, as amended.
- 6) Based on the concluded Contract, the Client is entitled to use the services defined on the Company’s website and in the Contract.
- 7) In the case that any provision/part of the Contract or the contract of sale deviate from the provisions of the Conditions, the respective provision/part of the Contract/the contract of sale will replace the provisions of the Conditions.
- 8) The Contract may be made in writing or orally.

II. Relationships formed by the Contract

- 1) The contractual relationship between the Company and the Client is concluded upon acceptance of the offer of one of the contracting parties to enter into a Contract. The Contract becomes effective upon its acknowledgement – activation/handover of the Product to the Client.
- 2) An offer to enter into the Contract may be an order of a service by the Client and provided by the Company (hereinafter “the Order”). By placing an offer to enter into a Contract/sending an order the Client acknowledges that the Company has limited capacity and the Client is bound to observe the instructions from the Company/persons representing the Company regarding the manner of the use of the services.
- 3) The effect of the Contract is subject to the payment of the price by the Client for the provided service within the scope of the Product. The Client shall not be entitled to receive services from the Company until after the Client pays in due time and manner and in full to the Company the price of the ordered Products.
- 4) An offer to enter into a Contract may be delivered to the Company in an electronic format or in person.
- 5) Within two days of receiving an offer to enter into a Contract at the latest the Company will notify the Client in writing or orally of the fact whether it accepts the offer or not. In this case the Company is represented by a person authorized by the Company, i.e. a person responsible for such acknowledgements as part of their job or work, who performs such activities based on employment or a similar relationship with the Company.
- 6) The Company reserves the right to reject the offer to enter into a Contract in particular in a situation when the offer to enter into a Contract contains incomplete, illegible or inaccurate information about the Client or about the individual ordered Products, or in the case that it is not possible to provide the Client with the services in the scope stated in the given offer to enter into a Contract due to capacity reasons or it is not possible to provide the Client with the services because they are no longer in the updated offer of the Company. In the case of refusal of the offer to enter into a Contract, the Company will try to contact the Client in order to further specify the information in the given offer or in order to modify the ordered scope of services or for the purpose of sending of a new offer to enter into a Contract.

7) The term of the Contract is specified in the Contract or the Contract and/or the Conditions specify the method of determination of the term of the Contract. The Contract is always concluded for a definite term.

8) If the Client sends the offer to enter into a Contract to respective address and provides its own address it is possible to use the means of communication in conformity with the provisions of this clause of the Conditions. These means of communication allow entering into the Contract without simultaneous physical presence of the contracting parties. The Company is in this situation represented by a person authorized by the Company, i.e. a person responsible for such acknowledgements as a part of their job or work, who performs such activities based on employment or a similar relationship with the Company. The order placed by means of some remote communication means (in particular via the website of the Company at www.tcc-sportovnislužby.cz) will be subject to the respective provisions of the Civil Code on entering into contracts at a distance.

III. Payment terms, delivery terms, prices

1) The Client is entitled to reimburse the services provided to the Client by the Company at the specified place and at the time determined by the Company.

2) The service provided to the Client has been paid for upon crediting of the respective sum corresponding to the price for the provided service to the Company's account No. 216724059/0600, at GE moneta Bank, or upon paying the sum in cash to a person authorized by the Company. The price is defined by the price list/rate table issued by the Company and valid and effective at the moment of making of the offer to enter into a Contract.

3) The valid price list/rate table also includes the actual prices stated with the services and Products on the Company's website at www.tcc-sportovnislužby.cz.

The prices of the services depending on the selected Product on the part of the Client are contractual prices; at the time the Client makes an offer to enter into a Contract the prices are determined based on the valid price list/rate table issued by the Company. The prices are stated as final including the respective value added tax. The respective price list is placed on the Company's website at www.tcc-sportovnislužby.cz.

The prices of Products depending on the selected Product on the part of the Client may depend on a duly announced Client's discount campaign with time limitation. Discounted prices of Products are valid for a specified time.

6) The Products are owned by the Company until they are fully paid and taken over; however the risk of damage to the goods passes to the Buyer upon takeover of the Product by the buyer.

IV. Services and products

1) The Company undertakes to provide the Client under the conditions hereof with the respective services defined in the Contract, the Conditions and on the Company's website at www.tcc-sportovnislužby.cz.

2) By submitting an offer to enter into a Contract the Client acknowledges without any reservations that the Client is bound to observe the instructions from the Company/persons representing the Company regarding the manner of the use of the services.

3) The Client is entitled to use the services specified by the company based on the booking system. The service may also be booked on the Company's website at www.tcc-sportovnislužby.cz or by telephone using the respective extensions line, the extension line number is stated on the Company's website.

4) If a Client does not book services, despite being entitled to do so with regard to the available capacity of the provided service, and this fact is not due to the acts of the Company, the Company shall not be responsible for the fact that the client has not used the service based on a duly concluded Contract.

5) In the case the Client uses the Company's booking system in conformity with Clause IV. of the Conditions and the Client subsequently cancels its booking, the Client will be bound to pay to the Company a cancelling fee in the amount specified by the Company.

6) The Products offered by the Company are either of one-off or long-term nature.

7) In the case of a Product of long-term nature the Client is entitled to use the services provided by the Company in the Facility based on a long-term season card even repeatedly during the validity period of the given season card.

8) Season cards may be issued for a number of entries or for a period of time. Season cards for a number of entries are transferable, i.e. the ticket may be used not only by the owner of the ticket with whom a contract was made but also the persons specified by the Client. Season cards for a period of time are non-transferrable, i.e. prior to entering into a contract the Client agrees without any reservations with the limitation that this season card allows repeated use of the Product only within the validity of the ticket.

V. Personal data protection

1) The Client is completely aware of the fact that the Contract/contract of sale includes the Client's express approval of acquisition and further use and processing of the Client's personal data stated in the offer to enter

into a Contract/order of services or goods, for the Company's benefit/purposes in conformity with the act on personal data protection.

2) The Client is completely aware of the fact that the Contract/contract of sale includes the Client's/customer's express approval of the use and processing of data on the Client's/customer's purchasing of the goods and services for the Company's benefit and for the Company's purposes in conformity with the act on personal data protection.

3) The Client/customer hereby expressly declares in conformity with the respective provisions of the act on personal data protection, as amended, that it has been duly advised of its rights resulting from the act on personal data protection and grants its express approval with the Company's processing of the personal data concerning the Client/customer stated in the offer to enter into a Contract/order of services or other documents and messages sent by the Client/customer (i) for the purpose of using these data within its entrepreneurial activities and with processing of these data in the information systems operated by the Company for the purpose of performing its objects in particular (ii) in the scope of automated processing or by other means in information systems operated by the Company and also via the Internet or other information channels, means and carriers allowing secure transfer of data, text, voice and image messages (iii) from the period starting with the Client's/customer's first order until the time of the last Client's/customer's order plus the time necessary for data processing.

4) The Client particularly agrees that the Company itself or its authorized provider would record the personal data in an electronic format, keep the data in a written or electronic format, collect, arrange, browse, scan, use, combine, rearrange and utilize the data for the needs of direct marketing and notification of the Company's news and offers.

5) The Client/customer hereby expressly agrees with its personal data being used for collecting and processing of its personal data for the purposes of performance of the concluded Contract of the contract of sale and for being used for the Company's marketing purposes.

6) The Company is responsible for security of personal data and observance of the duties in line with the act on personal data protection, as amended.

VI. Visiting rules

1) Unless precluded by the Contract, when using the services the Client may use locking locker rooms for storing of its personal effects with the exception of any cash or valuables.

2) The company bears no responsibility for the Client's personal effects stored in locking locker rooms or for any valuables or cash.

3) The Client participates in all activities arranged by the Company at its own risk. The Client is responsible for its own health condition, which is a precondition for the use of the services provided by the Company based on the Contract.

VII. Claims management rules

1) Claims management rules regulate the conditions and the seller's procedures when settling claims made by the buyer regarding a product delivered in line with the Contract.

2) The buyer – Client is entitled to claim a product (service) included in the subject-matter of the Contract concluded directly between the seller – Company and the buyer – Client purchased by means of the booking system on the website at www.tcc-sportovnislužby.cz

3) The Client is bound to make its claim without undue delay and the Client is bound to provide the seller with due cooperation within the claim procedure.

4) Based on a justified admitted claim the seller is bound to return the provided performance for the product or a part thereof to the buyer-Client within 3 days of admitting the claim.

VIII. Final provisions

1) The current wording of the Conditions and the respective price list/rate table will be always posted on the Company's website at www.tcc-sportovnislužby.cz

2) The price list/rate table valid at the moment of making of the Contract and the Product description form a mandatory part of the Contract. The optional appendices to the Contract include but are not limited to the current price or discount campaign duly announced by the Company, special visiting rules, additional provisions to clause VI. hereof, description of the Product or additional Company's contractual conditions.

3) A change of the Conditions or the price list/rate table becomes effective in relation to the Client/customer when the Client/customer approves it. For the purposes of the present Conditions approval of such a change may have the form of sending or submitting of an offer to enter into a Contract or payment of the price of the ordered Products.

4) The Company is entitled to change the Conditions within the term of the Contract due to a change of account, due to modifications of the provisions which will be more favourable for the Client/customer, further due to the reason that some provisions of the Conditions will no longer be up-to-date with regard to acts, facts or

events not caused by the Company. This will not affect the Company's right to change unilaterally the respective price list/rate table.

5) If the Company changes the Conditions or the respective price list/rate table, any new orders made by the Client/customer with the Company will be governed by the effective wording of the Conditions or the price list/rate table starting on the day the Conditions and/or the price list/rate table are changed.

6) In the case that any provision of these Conditions is or becomes invalid, this will not affect the validity of the remaining provisions of these Conditions.

7) The warranty and claim conditions are governed by the effective legal regulations of the Czech Republic.

8) The relations and contingent disputes formed based on the Contract or the contract of sale, will be settled in conformity with the effective law of the Czech Republic before domestic courts.

9) The present Conditions come into force and effect on 1 January 2017.