

Terms and conditions of TCC - sports services s.r.o.

I. Introductory provisions

- 1) These terms and conditions (hereinafter referred to as „Terms and Conditions“) regulate the contractual relations and mutual rights and obligations in the conclusion and termination of contractual relations, as well as the rights and obligations of the parties arising from a contractual relationship concluded in the form of a contract for the provision of services (hereinafter referred to as „Contract“), where on the one hand is the company TCC- sportovní služby s.r.o, with registered office at Sladovnická 67, 326 00, Plzeň, ID No.: 040 32 781, registered in the Commercial Register of the Regional Court in Plzeň, Section C, Insert 31049 (hereinafter referred to as the „Company“) and on the other side is the Company’s client, a natural person consumer, specified in the Contract (hereinafter referred to as the „Client“), who is interested in using the Company’s services.
- 2) The Terms and Conditions regulate the contractual relations and mutual rights and obligations at the conclusion and termination of the Purchase Contract, as well as the rights and obligations of the parties arising from the Purchase Contract as a consumer contract concluded within the meaning of the Civil Code (hereinafter referred to as the „Purchase Contract“).
- 3) The customer may be a natural or legal person. If the Client or Customer is a natural person who, when concluding and performing under a contract concluded with the Company, acts outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession, he/she is a consumer within the meaning of the provisions of the Civil Code and is subject to the applicable consumer protection legislation of the Czech Republic.
- 5) The Terms and Conditions, the Contract and the Purchase Agreement are governed by the applicable laws of the Czech Republic and the laws of the European Union; in particular, they are governed by the Civil Code as amended, the Consumer Protection Act, as amended, and the Personal Data Protection Act, as amended.
- 6) The Client is entitled to use the services defined on the Company’s website and in the Agreement on the basis of the concluded Agreement.
- 7) In the event that any provision/part of the provisions of the Contract or Purchase Agreement differs from the provisions of the Terms and Conditions, the provisions/part of the provisions of the Contract/Purchase Agreement shall supersede the provisions of the Terms and Conditions.
- 8) The Contract may be concluded either in writing or orally.

II. Relationships under the Contract

- 1) The contractual relationship between the Company and the Client is validly concluded at the moment of acceptance of the proposal of one of the parties to conclude the Contract. The Contract is effective at the moment of confirmation- activation/transmission of the Product to the Client.
- 2) The proposal to conclude the Contract may be an order for a specific service from the Client, provided by the Company (hereinafter referred to as „Order“). By submitting a proposal to conclude the Contract/submitting an Order, the Client acknowledges without reservation that the Company has limited capacity and is obliged to follow the instructions of the Company/persons representing the Company regarding the manner of use of the services.
- 3) The effectiveness of the Contract is subject to the Client paying the price for the service provided within the scope of the Product. The Client shall not be entitled to the provision of services by the Company until the Client has duly, timely and fully paid the Company the price of the Products ordered.
- 4) The proposal for conclusion of the Contract may be delivered to the Company electronically or in person.
- 5) The Company shall confirm to the Client, in writing or orally, whether or not it has accepted the aforementioned proposal within two working days of receipt of the proposal to conclude the Contract. In this case, the Company shall be represented by a person authorised to do so by the Company, i.e. a person for whom this activity is a part of his/her job or part of his/her work and who performs this activity on the basis of an employment or similar relationship concluded with the Company.
- 6) The Company reserves the right to refuse the proposal for conclusion of the Contract, in particular if the proposal for conclusion of the Contract contains incomplete, illegible or inaccurate information about the Client or about the individual Products ordered, or if it is not possible to provide the Client with the services

to the extent specified in the proposal for conclusion of the Contract for capacity reasons, or it is not possible to provide the Client with the Product because it is no longer in the Company's current offer. In the event of a rejection of a Contract Proposal, the Company will attempt to contact the Client to clarify the information in the subject Proposal or to modify the scope of services ordered or to send a new Contract Proposal.

7) The duration of the Contract is specified in the Contract or the method of determining the duration of the Contract is specified in the Contract or the Conditions. The Contract is always concluded for a definite term.

8) In the case of a proposal for the conclusion of the Contract by the Client, the means of communication may be used in accordance with the provisions of this Article of the Terms and Conditions. These means allow the Contract to be concluded without the simultaneous physical presence of the Parties. In this case, the Company shall be represented by a person authorised to do so by the Company, i.e. a person for whom such activity is a full or part of his/her work and who performs such activity on the basis of an employment or similar relationship concluded with the Company. The relevant provisions of the Civil Code on concluding contracts at a distance shall apply to the ordering of services via any means of distance communication (in particular via the Company's website www.tcc-sportovnislužby.cz).

III. Payment terms, delivery terms, prices

1) The Client is entitled to pay for the services provided to the Client by the Company at the place designated for this purpose.

and at the time specified by the Company.

2) The service provided to the Client is paid at the moment of crediting the amount corresponding to the price for the service provided to the Company's account number 216724059 / 0600, kept with MONETA Money Bank, or by payment in cash to the person authorized by the Company. The price is determined by the price list/rate list issued by the Company, valid and effective at the time of the proposal to conclude the Contract.

3) Valid price list/rate list shall also mean the current prices listed for the Services and Products on the Company's website www.tcc-sportovnislužby.cz.

4) The prices of the Services depending on the Product selected by the Client are contractual; at the time of the Client's proposal to conclude the Contract, the prices are set according to the valid price list/ tariff issued by the Company. The prices are quoted at the final rate, including applicable value added tax. The relevant price list is published on the Company's website www.tcc-sportovnislužby.cz

5) The prices of the Products may be dependent on the Product selected by the Client subject to a duly announced discount promotion by the Company which is limited in time. The promotional prices of the Products shall be valid for the period of time specified.

6) The Products shall remain the property of the Company until full payment and acceptance, but risk of damage to the goods shall pass upon acceptance of the Product or goods by the Purchaser.

IV. Services and products

1) The Company undertakes to provide the Client with the relevant services as defined in the Agreement, the Terms and Conditions and on the Company's website www.tcc-sportovnislužby.cz on the terms and conditions set out in these Terms and Conditions.

2) By submitting a proposal to enter into the Contract, the Client acknowledges without reservation that he/she is obliged to comply with the instructions of the Company/persons representing the Company as to how to use the Services.

3) The Client shall be entitled to use the services, as determined by the Company, on the basis of the reservation system. The service can be booked in advance on the Company's website www.tcc-sportovnislužby.cz or by calling the Company's telephone line. The telephone number of the information line is published on the Company's website.

4) If the Client fails to book the Services, although he/she was entitled to do so in view of the available capacity for the Service provided, and this is not due to the Company's actions, the Company shall not be liable for the Client's failure to use the Services on the basis of a validly concluded Contract.

5) In the event that the Company's reservation system is used in accordance with the provisions of Article IV. of the Terms and Conditions, and the Client subsequently cancels the reservation, the Client is obliged to pay the Company a cancellation fee in the amount set by the Company.

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

7) Based on the Long Term Product, the Client is entitled to use the services provided by the Company in the Premises on the basis of a Long Term Season Ticket, repeatedly during the term of the Season Ticket.

8) Season Passes are admission or time passes. Entry season tickets are transferable, i.e., that not only the owner of the season ticket, with whom the Contract has been concluded, but also persons designated by the Client may use the Company's services. Time passes are non-transferable, i.e., the Client, by entering into the Contract, agrees without reservation to the restriction that the time pass entitles the Client to repeated use of the Product only for the duration of its validity.

9) Ordering of the Service takes place in the form of: booking on the website www.tcc-sportovnislužby.cz, booking by sms, booking by e-mail, telephone and verbal agreement.

10) Cancellation policy:

a) individual training sessions, weekend camps:

- In case of cancellation of the Service Order, for any reason, more than 24 hours before the start of the event or training, the Client shall not pay any cancellation fee,

- in the event of cancellation of the Service Order, for any reason, less than 24 hours before the start of the event or training, the Client shall pay a cancellation fee of 50% of the total amount of the ordered Service,

- in the event that the Service Order is not cancelled before the start of the event or training, the Client shall pay 100% of the total amount of the Service ordered,

b) weekly camps:

- in case of cancellation of the Service Order, for any reason, more than 72 hours before the start of the event, the Client shall not pay any cancellation fee,

- in case of cancellation of the Service Order, for any reason, less than 72 hours before the start of the event, the Client shall pay a cancellation fee of 25% of the total amount of the ordered Service (weekly camping),

- in case of non-cancellation of the Service Order until the start of the event itself, the Client shall pay 100% of the total amount of the ordered Service (weekly camping),

c) cancellation of the Service Order:

- Cancellation of a Service Order is deemed to be a written message delivered to the contact email or phone number listed on the website <https://www.tcc-sportovnislužby.cz/kontakty/> .

V. Privacy Policy

1) The Client fully understands that the further content of the Contract/Purchase Agreement is subject to the Client's express consent

to the provision and further use and processing of his/her personal data, as specified in the proposal for the conclusion of the Contract/order for services or goods, for the benefit and purposes of the Company, all in accordance with the Personal Data Protection Act.

2) The Client fully understands that a further content of the Contract/Purchase Agreement is the Client's/Customer's express consent to the use and processing of the Client's/Customer's data on the purchase of goods and services for the benefit of the Company

and for the Company's purposes, all in accordance with the Data Protection Act.

3) The Client/Customer hereby expressly declares, in accordance with the relevant provisions of the Personal Data Protection Act, as amended, that he/she has been duly informed of his/her rights under the Act on the protection of personal data, and grants the Company its express consent to the processing of personal data concerning the Client/Customer contained in the proposal for the conclusion of the Contract/Service Order or other documents and communications sent by the Client/Customer by the Company (i) for the purpose of using such data in the course of its business activities, and to the processing of such data in information systems operated by the Company for the purpose of carrying out the Company's business, (ii) to the extent of automated processing or by other means in the information systems operated by the Company and also via the Internet or other information channels, means and media enabling the secure transmission of data, text, voice and image messages (iii) for the period from the date of the first order of the Client/Customer until the time necessary for the purpose of processing from the date of the last order of the Client/Customer.

4) In particular, the Client agrees that the Company itself or through an authorized intermediary will record personal data in electronic form, store, collect, organize, search, retrieve, use, combine, regroup and use

personal data in written and electronic form for the purposes of direct marketing and informing about the Company's news and offers.

5) The Client/Customer expressly agrees that his/her personal data may be used for the collection and processing of his/her personal data for the purpose of fulfilling the subject matter of the Contract or Purchase Agreement and for use for the Company's marketing purposes.

6) The Company is responsible for the security of personal data and compliance with its obligations under the Personal Data Protection Act, as amended.

VI. Visiting Regulations

1) For the use of the services, the Client shall have access to lockable cloakrooms for the storage of his/her personal belongings other than money and valuables, unless excluded by the Contract.

2) The Company shall not be liable for the Client's personal belongings stored in the lockers, as well as for valuable items and cash.

3) The Client participates in all activities operated by the Company at his own risk. The Client is responsible for his/her health condition that allows him/her to use the services provided by the Company on the basis of the Agreement.

VII. Complaints Procedure

1) The Complaints Procedure regulates the conditions and procedure of the Seller in handling claims made by the Buyer for the product delivered under the Contract.

2) The Buyer-Client is entitled to claim a product (service) which was the subject of the Contract concluded directly between the Seller-Company and the Buyer-Client, purchased through the reservation system located on the website www.tcc-sportovnislužby.cz.

3) The Buyer-Client is obliged to claim without undue delay and is obliged to provide the Seller with proper cooperation in the claim.

4) On the basis of a legitimate acknowledged claim, the Seller is obliged to return the provided performance for the product/part of the product to the Buyer-Client within 3 days from the date of acknowledgement of the claim.

VIII. Final Provisions

1) The current version of the Terms and Conditions and the relevant price list/fee schedule will always be published on the Company's website www.tcc-sportovnislužby.cz.

2) The Contract shall obligatorily include a price list/rate list of services valid at the time of conclusion of the Contract and a description of the Product. Optional attachments to the Contract may include a current price or discount promotion duly announced by the Company, special visiting rules, additional provisions of VI. Conditions, additional description of the Product or additional terms and conditions of the Company.

3) A change to the Terms and Conditions or to the price list/fee schedule shall be effective against the Client/Customer at the time the Client/Customer consents thereto. For the purposes of the Contract and these Conditions, consent to such change shall be deemed to include the sending or submission of a proposal to enter into a contract or payment of the price of the Products ordered.

4) The Company is entitled to change the Terms and Conditions during the term of the Contract due to a change in the account, due to modification of the provisions that will be more favourable to the Client/Customer, due to the fact that some of the provisions of the Terms and Conditions are no longer up to date due to actions, facts and events not caused by the Company. This is without prejudice to the Company's right to unilaterally change the relevant price list/service schedule.

5) In the event that the Company changes these Conditions and/or the relevant Price List/Tariff, the relationship between the Company and the Client/Customer shall be governed by the applicable version of the Conditions and Price List/Tariff for any new order for Services made by the Client/Customer to the Company from the date of the change to the Conditions and/or Price List/Tariff.

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

7) Warranty and claim conditions are governed by the applicable laws of the Czech Republic.

8) Relations and any disputes arising under the Contract or the Purchase Agreement shall be settled under the applicable law of the Czech Republic in the domestic courts.

9) These Terms and Conditions shall come into force and effect on 1 October 2023.