General Terms and Conditions for the Rental of Sports Equipment

This version of the General Terms and Conditions for the Rental of Sports Equipment forms an integral part of the Sports Equipment Rental Agreement concluded between HAPPY SKI SPORT s.r.o., with its registered office at Plzeňská 435/338, Řepy, 163 00 Prague 6, Company ID No.: 27481310 (the "Lessor"), and the lessee (the "Rental Agreement").

1. The subject of the rental under the Rental Agreement is the sports equipment specified in the Rental Agreement (the "Equipment"). The Lessor declares that the Equipment is fit for normal use.
2. The Rental Agreement is concluded for a fixed term agreed in the Rental Agreement.
3. The Rental Agreement may be concluded in the following ways:
   a) in person at the Lessor's rental shop by signing the Rental Agreement;
   b) online via the website www.happysport.cz/en_GB/paddleboard-rental/ or www.happysport.cz/en_GB/vypujcka-detskych-kol/ (the "Website"). There the lessee completes and submits the reservation form and pays the deposit (see paragraph 10). If the lessee has chosen delivery of the Equipment to an address, the lessee also pays the rental fee (see paragraph 8). Submission of the reservation form by the lessee constitutes an offer to conclude the Rental Agreement. After the lessee has paid the deposit and the rental fee (if it is to be paid), the Lessor will send the lessee a confirmation e-mail. The Rental Agreement is concluded when the Lessor sends the confirmation e-mail.
4. Equipment can be reserved no earlier than 90 days before the first day of the rental period. If the customer chooses delivery of the Equipment to an address, the reservation must be made no later than 3 working days before the first day of the rental period.
5. Delivery of a rented paddleboard to an address can only be ordered if the Rental Agreement is concluded for a period of at least 7 days. Delivery of a rented bike to an address is only possible for a year-round bike rental.
6. If, within 3 days of the Lessor sending its offer, the lessee does not pay the full deposit and, where the lessee has chosen delivery of the Equipment to an address, also the rental fee, the Lessor will consider this a withdrawal from the Rental Agreement and will cancel the reservation.
7. If the lessee cancels the reservation, or withdraws from the Rental Agreement, no later than 5 days before the start of the rental period, the Lessor will refund to the lessee the deposit paid as well as the rental fee together with the damage cover surcharge, if these were also paid. If the reservation is cancelled, or the lessee withdraws from the Rental Agreement, less than 5 days before the start of the rental period, the Lessor charges a cancellation fee equal to the deposit paid. The Lessor will return to the lessee the rental fee together with the damage cover surcharge, if already paid.
8. For the rental of the Equipment, the lessee is obliged to pay the Lessor the rental fee according to the Lessor's applicable price list valid on the date of conclusion of the Rental Agreement and available at the Lessor's premises or on the Website.
9. In the case of personal collection and personal return at the rental shop, the rental fee is payable on the day the Lessor hands over the Equipment to the lessee. If delivery of the Equipment to an address is chosen, the rental fee is payable before the Equipment is handed over to the carrier, as set out above in these terms.
10. Upon conclusion of the Rental Agreement, the lessee is obliged to pay the Lessor a refundable deposit in the amount stated in the Lessor's applicable price list valid on the date of conclusion of this agreement, available at the Lessor's premises or on the Website. The Lessor will return this deposit to the lessee if the lessee fulfils all obligations stipulated by the Rental Agreement, in particular if the lessee returns the Equipment to the Lessor undamaged within the agreed time. The Lessor is entitled to set off against the deposit paid all of its monetary claims against the lessee arising from the concluded Rental Agreement. The Lessor will return the deposit in the same way in which the lessee paid it to the Lessor.
11. If the Rental Agreement is concluded via the Website, the deposit and, where the lessee has chosen delivery of the Equipment to an address, also the rental fee must be paid by bank transfer or by card online.

12. The lessee is liable for damage to the rented Equipment. If the lessee pays the Lessor a surcharge to the rental fee to cover possible damage to the rented Equipment, namely:
    a) unintentional damage;
    b) theft (the customer is obliged to provide a police report confirming that a lock or other obstacle was overcome);

the Lessor will not claim compensation for such damage from the lessee. However, the surcharge does not cover damage caused, for example, by inflating a paddleboard above the maximum permissible pressure, leaving a paddleboard in the sun, damage by a sharp object, a punctured bike tyre and the like. Damage to the Equipment is calculated on the basis of the value of the Equipment stated in the Rental Agreement. The lessee pays this damage cover surcharge, in the amount stated in the Lessor's price list valid on the date of conclusion of the Rental Agreement, to the Lessor together with the rental fee.

13. The lessee undertakes to collect the Equipment in person at the premises within the agreed rental period. If the lessee has chosen delivery to an address, the lessee is obliged to provide all necessary cooperation when receiving the Equipment from the carrier. If, for reasons on the part of the lessee, the Equipment must be delivered to the lessee repeatedly, the lessee is obliged to pay the costs associated with the repeated delivery. Delivery to an address is possible only within the Czech Republic and is subject to a fee according to the Lessor's price list valid on the date of conclusion of this agreement and available at the Lessor's premises or on the Website.
14. When taking over the Equipment, the lessee is obliged to check the condition of the Equipment, including accessories, properly. The Lessor is liable for the Equipment being free of defects, fit for the purpose for which the Lessor states it is to be used, and in the appropriate quantity, size and weight. Normal wear and tear of the Equipment does not constitute a defect.
15. If the lessee discovers any defects in the Equipment or that it is incomplete, the lessee is obliged to inform the Lessor immediately, by e-mail to objednavky@happysport.cz or at the address of the premises, stating the defect and the right being claimed. If the Equipment cannot be used for the purpose for which it was manufactured, the lessee is entitled to an exchange for other Equipment without defects, a reasonable discount or a refund of the rental fee. Conversely, in such a case the lessee is not entitled to compensation for damage.
16. If the lessee does not take over or refuses without reason to take over the Equipment, the Lessor may terminate the Rental Agreement with immediate effect. In such a case, the Lessor does not return the deposit already paid. The Lessor will return to the lessee the rental fee together with the damage cover surcharge, if already paid.
17. The lessee may use the Equipment only for the purposes for which it is intended by the manufacturer.
18. The lessee may allow third parties to use the rented Equipment for non-commercial purposes; even in such a case, however, the lessee remains responsible for compliance with all relevant safety and other regulations applicable in the territory where the Equipment will be used.
19. The lessee is obliged to adapt the use of the rented Equipment to their abilities, local conditions and the weather at the place of use. If the rented Equipment is used by a minor for whom the lessee rented the Equipment, the lessee's obligation stated in this paragraph also applies to this minor.
20. The lessee is liable for all damage arising in connection with the rental of the Equipment, whether to themselves, to third parties or to the Equipment. The lessee is obliged to secure the Equipment against theft and, in the event of theft, to call the Police of the Czech Republic immediately and subsequently submit to the Lessor the police report of the theft. Any damage to the Equipment is calculated on the basis of the value of the Equipment stated in the Rental Agreement. The Lessor is not responsible for injuries, accidents or financial losses suffered by the lessee through the use of the rented Equipment.
21. The lessee is not entitled to make any changes or modifications to the rented Equipment.
22. The lessee is not entitled to sublet the rented Equipment.
23. A breach of any of the above obligations is considered a material breach of the Rental Agreement.
24. The lessee confirms that:

a) they acknowledge that the Equipment may show signs of normal wear and tear, which, however, do not affect the use of the Equipment;

b) they have become familiar with the method of use, the instructions on how to use the Equipment and the safety instructions on the Website or as handed over to them at the Lessor's premises;

c) they understand that if they are late in returning the rented Equipment to the Lessor, the Lessor is entitled to report the Equipment to the police as lost or stolen, or to bring an action for the surrender of the item before the competent court, and that any consequences that may result for them from such a fact are borne exclusively by the lessee;

d) all information they have provided for the purpose of concluding the Rental Agreement is true;

e) they have read these General Terms and Conditions for the Rental of Sports Equipment as an integral part of the Rental Agreement and agree to them without reservation.

25. The lessee is obliged to return the Equipment at the Lessor's premises where they took it over, no later than on the last day of the rental period. The lessee bears the transport costs.

26. If the lessee does not return the Equipment to the Lessor by the last day of the rental period at the latest or, in the case of return via a carrier, does not hand it over to the chosen carrier on the last day of the agreed rental period, the contracting parties have agreed that the Lessor is entitled to require a contractual penalty equal to the rental fee under the Rental Agreement for each day of delay.

27. If the lessee returns the Equipment before the end of the agreed rental period, the rental fee already paid will not be refunded.

28. If the lessee is a consumer and the Rental Agreement is concluded via the Website, the lessee has the right to withdraw from the Rental Agreement within 14 days of its conclusion. To withdraw from the Rental Agreement, the lessee may use the model form provided by the Lessor, which forms an annex to the terms and conditions. The lessee may send the withdrawal from the Rental Agreement to the address of the Lessor's premises or to the Lessor's e-mail address objednavky@happysport.cz. If the lessee concludes a Rental Agreement with a rental period that begins during this withdrawal period, i.e. agrees that the Equipment will be rented to them within this period, the lessee does not have the right to withdraw under this provision. The Lessor will return the deposit paid and the rental fee, if also paid, to the lessee in the same way in which these amounts were paid.

29. Detailed information on the protection of personal data in connection with the rental of sports equipment is available at https://www.happysport.cz/en_GB/page/privacy-policy-rental.

30. Under the Consumer Protection Act, you have the right to out-of-court resolution of a consumer dispute. For this purpose, you may contact the Czech Trade Inspection Authority (Česká obchodní inspekce; Central Inspectorate – ADR Department, Štěpánská 44, 120 00 Prague 2, e-mail: adr@coi.cz, web: adr.coi.cz). The resolution will be initiated only on the lessee's application, and only if the dispute could not be resolved directly with the Lessor. The Lessor plays no part in such an application. The lessee may submit the application no later than 1 year from the day on which the lessee first asserted their right with us. Out-of-court dispute resolution can also be initiated online via the ODR platform available here: ec.europa.eu/consumers/odr/.

31. In matters not expressly regulated by the Rental Agreement and these terms, the rental relationship is governed by the relevant provisions of the applicable legal regulations of the Czech Republic.

32. The Lessor may amend or supplement the wording of these general terms and conditions; their current wording can always be found on the Website, where a notice of any such change will be published. If the lessee does not agree with the new wording of the Terms, the lessee may terminate the Rental Agreement immediately by e-mail. This does not affect the rights and obligations that arose while the previous wording of the general terms and conditions was in effect. In such a case, the agreement will terminate as of the day preceding the effective date of the announced change. If the lessee does not exercise their right to terminate the Rental Agreement, the Lessor will consider the new wording of the general terms and conditions to have been accepted.

Prague, 1 March 2024
HAPPY SKI SPORT s.r.o.