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, or HS Ski Services s.r.o., with its registered office at Příčná 1892/4, Nové Město, 110 00 Prague 1, Company ID No.: 22091084 (the "Lessor"), and the lessee identified in the heading of this sports equipment rental agreement (the "Rental Agreement"). You can contact us by telephone at +420 774 493 483 or by e-mail at dotazy@happysport.cz.

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 in the Czech language.
3. The Rental Agreement is concluded for a fixed term agreed in the Rental Agreement.
4. 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) in the case of a year-round rental of Equipment, also online via the website https://www.happysport.cz/en_GB/vypujcka-sezoniho-zimniho-vybaveni/vybaveni (the "Website"). There the lessee selects the required Equipment in the form and, after submitting the form, pays online by payment card the rental fee, the refundable deposit and the shipping and packaging costs. Before submitting the order form, the lessee may check and change the entered data as they wish. Submission of the order form by the lessee constitutes an offer to conclude the Rental Agreement. Before submitting the order, the lessee must confirm that they have read these terms and undertake to comply with them. After the lessee has paid the rental fee, the refundable deposit and the shipping and packaging costs, the Lessor will send the lessee a confirmation e-mail. The Rental Agreement is concluded when the Lessor sends the confirmation e-mail. The Lessor will send Equipment ordered in this way to the address specified by the lessee. Personal collection at the Lessor's rental shop is not possible in this case.
5. 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 (also referred to as the "hire charge"). The rental fee is not charged for the day on which the Equipment was handed over to the lessee or for the day on which the lessee returns the Equipment to the Lessor (if they do so by 2:00 p.m.). The lessee pays the total rental fee stated in the Rental Agreement to the Lessor in advance upon conclusion of the Rental Agreement.
6. 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 the agreement is concluded online, the rental fee is payable as set out above in these terms.
7. 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.
8. The lessee may reserve the Equipment in advance online via the website https://www.happysport.cz/en_GB/vypujcka-zimniho-vybaveni/ (the "Website"). There the lessee completes and submits the reservation form and pays online the first part of the rental fee (also referred to as the reservation deposit). After the reservation fee has been paid, the Lessor will send the lessee an e-mail confirming the reservation of the Equipment. The lessee pays the remaining part of the rental fee and the refundable deposit to the Lessor upon personal collection of the Equipment at the rental shop.
9. If the lessee cancels the reservation more than 5 days before the start of the rental period, the Lessor will refund the reservation deposit paid, in the same way in which the lessee paid it to the Lessor. If the

reservation is cancelled less than 5 days before the start of the rental period, the Lessor charges a cancellation fee equal to the reservation deposit paid.

10. The lessee undertakes to collect the Equipment in person at the premises within the agreed rental period. In the case of a year-round rental agreed online, the Equipment is sent to the address specified by the lessee and 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 on the Website.
11. 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.
12. 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.
13. 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.
14. The lessee may use the Equipment only for the purposes for which it is intended by the manufacturer.
15. 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.
16. 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.
17. 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 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 liable for injuries, accidents or financial losses suffered by the lessee through the use of the rented Equipment.
18. 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 (e.g. scratching of the base when skiing on a piste, a torn-out edge, a broken ski or pole);
    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 by skiing off-piste or by loss of the Equipment. 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.

19. The lessee is obliged to notify the Lessor of any change of residence or registered office, or of other changes that could affect the proper performance of obligations arising from the Rental Agreement.
20. The lessee is not entitled to make any changes or modifications to the rented Equipment.

21. The lessee is not entitled to sublet the rented Equipment.
22. A breach of any of the above obligations is considered a material breach of the Rental Agreement.
23. By signing the Rental Agreement, 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) they are aware that ski safety bindings only reduce the risk of injury when skiing but cannot prevent it completely;
    e) they are aware that the Lessor adjusted the safety bindings of the rented skis according to the data on the height, weight, age, boot sole length and skiing ability of the ski user provided to the Lessor by the lessee, and that providing false information may adversely affect the correct functioning of the safety bindings;
    f) they are aware that if, during the term of the Rental Agreement, the facts according to which the Lessor adjusted the safety bindings of the rented skis change (if the ski user's height, weight, age, ski boot sole length or skiing ability changes), the safety bindings must be readjusted according to the current parameters in order to function correctly;
    g) all information they have provided for the purpose of concluding the Rental Agreement is true;
    h) 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.
24. 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. In the case of a year-round rental agreed online, the lessee is obliged to return the Equipment, including accessories (e.g. a ski bag), to the Lessor at their own expense via a carrier. It is recommended to use the shipping box in which the Lessor sent the Equipment for returning it to the Lessor.
25. 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 the lessee to pay a contractual penalty equal to the daily rental fee for each day of delay, unless otherwise agreed in the agreement. In addition to the contractual penalty, the Lessor is also entitled to claim from the lessee full compensation for damage caused by the delay in returning the Equipment, including lost profit. The Lessor is entitled to set off its claims for the contractual penalty and compensation for damage against the deposit paid.
26. If the lessee returns the Equipment before the end of the agreed rental period, the rental fee already paid will not be refunded.
27. 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.
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 and then withdraws from the Rental Agreement, the rental fee for the period until the Equipment is returned to the Lessor or handed over to a carrier for dispatch to the Lessor will not be refunded. The Lessor will return the deposit paid and the rental fee or the relevant part thereof, if also paid, to the lessee in the same way in which these amounts were paid.

29. 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, Gorazdova 1969/24, 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 the Lessor. Out-of-court dispute resolution can also be initiated online via the ODR platform available here: ec.europa.eu/consumers/odr/.

30. The Lessor is authorised to rent out equipment on the basis of a trade licence. Trade inspection is carried out by the competent Trade Licensing Office within its scope of authority. Supervision of personal data protection is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, within a defined scope and among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

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, even if the relationship established by the Rental Agreement (including these terms) contains a foreign (international) element. This does not affect the rights the lessee has as a consumer under applicable legal regulations.

32. The Rental Agreement is archived by the Lessor in electronic form and is not publicly accessible. Upon request, the Lessor will send it to the lessee.

33. 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.

Annex No. 1: Form for Withdrawal from the Rental Agreement

Customer:

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Preferred refund method: _____

Bank account number / bank code for the refund of the price (if applicable):
_____ / _____

Invoice number: _____

Order / Rental Agreement number: _____

Returned Equipment: _____
_____

Reason for withdrawal (optional):
_____
_____

_____
Date and customer's signature

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www.happysport.cz