

# **General Terms and Conditions of Participation in Sports Events Organised by VivaLaVita s.r.o.**

## **1. The Parties and Establishment of the Contractual Relationship**

- 1.1. These General Terms and Conditions are part of the travel agreement (hereinafter the Agreement“) which provides for the relationship between VivaLaVita s.r.o. (hereinafter the “Agency”), with its registered office at U Dejvického rybníčku 916/8, 160 00 Prague 6, Id. No. 290 35 911, and the client. By execution of the Agreement, the client expresses his/her consent to all the provisions of these Terms and Conditions and fully accepts them also on behalf of the other travellers specified in the Agreement.
- 1.2. The Agreement shall be executed in two counterparts; each of the Parties shall obtain one counterpart.

## **2. Subject of the Travel Agreement**

- 2.1. The Agreement provides for the sports stay specified therein in terms of its designation, date of commencement, date of termination, scope and further conditions and services set out in the additional documents further specified by the General Terms and Conditions.
- 2.2. On the basis of the Agreement, the Agency agrees to provide services within the scope specified in the Agreement and in other documents that, in their nature, pertain to the stay.

## **3. Price**

- 3.1. The price of the sports stay is specified by agreement between the client and the Agency and, until the stay takes place, is deemed to be an advance payment.
- 3.2. The price of the stay includes only those services that are explicitly included in the program.
- 3.3. The price does not include the basic travel insurance and additional insurance for alpine tourism.
- 3.4. The price shall be paid by wire transfer to the account kept by Komerční banka: account No. 43-6631480247/0100; the birth identification number of the client shall be given as the variable symbol. The constant symbol is 0308.

## **4. Increase in the Price of the Stay**

- 4.1. The Agency shall be entitled to increase the price of the stay not later than 21 days prior to its commencement in the event of an increase in the exchange rate of the Czech crown to Euro by more than 10 % provided that the change occurs by the twenty-first day prior to commencement of the sports stay.
- 4.2. The Agency shall be obliged to send a written notice of an increase in the price of the sports stay to the client not later than 21 days prior to its commencement.
- 4.3. An increase in the price of the stay on the grounds of a change in the exchange rate as stipulated in par. 4.1 above shall not give rise to the client’s right to withdraw from the Agreement. The client shall be obliged to pay the difference in the price within 5 calendar days of delivery of the notice of increase in the price. In the event of breach of this obligation, the Agency shall have the right to withdraw from the Agreement, in which case

Art. 9.2. shall apply.

## **5. Payment Terms**

- 5.1. The client agrees to pay an advance in the amount of 50 % of the total price into the Agency's account upon execution of the Agreement.
- 5.2. The client shall be obliged to pay the balance of the price of the stay not later than 30 days prior to the set date of commencement of the stay. If the client fails to perform this obligation, the Agency shall have the right to withdraw from the Agreement. The client shall pay the costs connected with cancellation of the stay – the cancellation fee.

## **6. Rights and Obligations of the Client and of the Agency**

- 6.1. The client agrees to provide the Agreement properly and in due time with all the necessary documents and information as required to procure all the ordered services and shall pay the agreed price specified in the Agreement.
- 6.2. The client agrees to a) accept all the necessary documents and travel instructions from the Agency, properly check them and follow them; b) appear at the meeting place specified in the Detailed Instructions; c) have with him/her all the valid documents necessary for the use of the services, including the travel insurance and additional insurance for alpine tourism.
- 6.3. In case of any deviations from the agreed services, the client shall be obliged to notify the representative of the Agency of this fact without delay and to provide the necessary collaboration to remedy such deviations.
- 6.4. The client shall have the right to be properly provided with the services, as well as with information on all changes, scope of the services and other necessary information.
- 6.5. The Agency shall be obliged to properly and truly inform the client of all the facts concerning the agreed services.

## **7. Modifications of the Agreed Services**

- 7.1. The Agency reserves the right to modify the program and other agreed services included in the Agreement to the necessary extent. The Agency must notify the client of any such modification without delay. Unless the client withdraws from the Agreement within 5 days of receipt of the modifications to the Agreement, it shall be deemed that (s)he agrees with the modifications. In the event of an increase in the price, the increase must be made in conformity with Article 4.
- 7.2. If the Agency breaches its obligations arising out of the concluded Agreement, the client has the right to a refund of the advance payment.
- 7.3. The Agency shall be entitled to modify the program during a separate sports stay if it is unable to adhere to the program for serious reasons or due to the weather conditions. In these cases, the Agency shall be obliged to ensure an alternative program that corresponds, in terms of its quality, to the original program.
- 7.4. The Agency reserves the right to make changes in the program which the Agency could neither affect nor anticipate, on the grounds of an event of force majeure (natural disaster, decisions of the local authorities, demonstration, traffic strike, accident, etc.). In these

cases, the client does not have the right to a discount or to withdraw from the Agreement.

## **8. Cancellation of the Sports Stay by VivaLaVita s.r.o.**

- 8.1. All stays organised by the Agency are conditional on participation of a certain minimum number of clients. The minimum number of participants is always specified in the Agreement. If this number is not reached, the Agency shall have the right to cancel the sports stay, but not later than 30 days prior to its commencement.
- 8.2. The Agency shall have the right to cancel or reduce the duration of a sports stay as a consequence of an unavoidable event that it could not prevent in spite of all efforts that can be reasonably required of it.
- 8.3. If a stay is cancelled prior to its commencement, the advance shall be refunded to the participants in full amount; in case of cancellation requested by the client, the client shall not have the right to a refund.
- 8.4. The client shall not have the right to indemnification if the Agency cancels the stay in conformity with par. 8.1 to 8.2.
- 8.5. The Agency shall have the right to withdraw from the Agreement if the client fails to pay the full price of the stay 30 days before the date of departure at the latest.

## **9. Cancellation of Participation in a Sports Stay**

- 9.1. The client shall be entitled to cancel his/her Agreement with VivaLaVita s.r.o. at any time prior to commencement of the stay. The date when the Agency receives the client's written notice of cancellation of the participation in the event (by telephone, in person or by registered mail) shall be deemed to be the date of withdrawal from the Agreement.
- 9.2. The client shall be obliged to pay the Agency a cancellation fee in case of withdrawal for reasons other than specified in par. 7.1 above. The amount of the cancellation fee shall be determined on the basis of the actual demonstrable costs incurred by the Agency, but shall in no case be less than the following percentage of the basic price of the sports stay:

not later than 30 days prior to commencement .....	50 %
29 to 14 days prior to commencement .....	70 %
14 to 7 days prior to commencement .....	80 %
7 days in advance to the date of departure* .....	100%

\* also in case of interruption of the participation on request of the client or for other reasons not attributable to the Agency.

(Actually incurred costs mean the operating costs incurred by VivaLaVita s.r.o. and compensations payable to domestic and foreign service providers as stipulated in an agreement or by legal regulations.)

- 9.3. In the event of cancellation, the client shall be refunded the payment (s)he has made to that date decreased by the above-specified cancellation fee.
- 9.4. In those cases where it is necessary to make booking payments a long time in advance, the cancellation terms may be modified. The client shall be advised of the applicable amount of the cancellation fee.
- 9.5. If a demonstrable expenditure has been made for the client by the date of withdrawal from

the Agreement and the expenditure exceeds the cancellation fee set out in par. 9.2 above, the cancellation fee is increased to the amount of such expenditures.

## **10. Substitute**

- 10.1. The cancellation fee specified in Article 9 shall not be charged if the client who withdraws from the Agreement provides a substitute and ensures that the personal data of the substitute are provided within a deadline necessary for formal and technical modifications.
- 10.2. Both the withdrawing client and the substitute shall be jointly responsible for payment of the price and costs. The withdrawing client shall be responsible for the provision of information to the substitute who agrees with all the rights and obligations following from the Agreement by assuming the position of the withdrawing client under the Agreement.

## **11. Other Limitations and Responsibility of the Client**

- 11.1. With regard to the complexity of certain sports stays organised by the Agency, the clients are recommended to pay close attention to the recommendations made by the employees of the Agency, particularly as regards the physical demands of the stay.
- 11.2. The Agency cannot accept any liability for the client's difficulties following from his/her state of health and insufficient physical preparedness. The client participates in a stay, particularly in a sports program within individual stays, at his/her own risk.
- 11.3. During the stay, the client agrees to follow the instructions of the guides and to behave and act so as not to damage nature and the environment, and not to interfere with the course of the stay and disturb other participants.
- 11.4. The Agency shall not be responsible for the clients' property in the event of its loss, damage or theft.

## **12. Accommodation**

- 12.1. The prices of all sports stays include accommodation. As a standard, the accommodation is provided at a four-star hotel unless specified otherwise.

## **13. Catering**

- 13.1. Catering in the form of breakfast and dinner (for children, breakfast, lunch and dinner) is included in the price of the stay unless specified otherwise.

## **14. Transport**

- 14.1. Transport to the place of the sports stay is not included in the price of the stay.

## **15. Insurance**

- 15.1. On the client's request, the Agency shall arrange for basic travel insurance and additional insurance for alpine tourism, as required for undertaking any sports stay with VivaLaVita s.r.o.

## **16. The client declares that:**

- 16.1. (S)he is not aware of any serious diseases that would endanger his/her state of health or safety during the stay for which (s)he applies.

16.2. (S)he agrees with the provision and processing of his/her personal data as required for the Agency's records in conformity with Act No. 101/2000 Coll. and inclusion in the database of clients of the Agency.

## **17. Final Provisions**

17.1. The rights and obligations of the Parties within the relationship established by this Agreement shall be governed by these General Terms and Conditions and by the Civil Code.

17.2. These Terms and Conditions apply to the services provided by the Agency insofar as they are not modified by written agreement of the Parties.

17.3. By execution of the Agreement, the Parties confirm that they have been acquainted with these General Terms and Conditions and agree with their contents and accept them to the full extent.

17.4. These General Terms and Conditions enter into force on 1 February 2010.\*