

# General terms and conditions for the electronic sale of sports and leisure-time activities provided in the premises of Divoká Voda

## Article I. Introductory provisions

1. The purpose of these General terms and conditions for the electronic sale of sports and leisure-time activities (hereinafter referred to as "**GTCES**") is to establish a legal framework for the relations between the company Divoká voda, s.r.o. Nám. SNP 14, 811 06 Bratislava, Company Identification Number: 35 828 170, registered in the Business Register of the District Court Bratislava I, section: Sro, insert number: 25725 / B (hereinafter referred to as the "**Provider**"), which is the provides services in the Divoká Voda premises (water pipe – Cunovo) and the clients:

- a) a domestic legal entity or a natural person - entrepreneur within the meaning of the generally binding legal regulations of the Slovak Republic or a foreign legal or natural person who fulfils the characteristics of the entrepreneur in accordance with the relevant foreign legal rules administered and these persons act within the course of their profession; subject of business or business activity,
- b) a domestic or foreign natural person,

(further to persons specified under the letter. (a) and b) hereinafter referred to as "**Clients**", unless otherwise specified) to whom it provides sporting and leisure-time activities (hereinafter referred to as "**Services**").

## Article II. Scope of validity

1. GTCES apply to all Services, which are provided by the Provider in the premises of Divoka Voda in relation to the Client in the electronic sale of the Services.
2. These GTCES are upon their publication on the website [www.divokavoda.sk](http://www.divokavoda.sk) binding to the legal relationship parties at the moment, in which the ordered Services are negotiated (conclusion of a contract) and form an integral part of each contract (agreement, order) under which the Provider undertakes to provide the Services and the Client and the Client undertakes to pay the agreed price to the Provider.
3. Other business and contractual terms and conditions are only applicable to Clients if they have been expressly agreed in writing by both of the contracting parties in writing in a separate agreement. In the event of a conflict between the provisions of the special contract and GTCES, that which is specified in the special contract is decisive.

## Article III. Establishment of a contractual relationship and online payment for the Services

1. Client selects the Services by browsing the Provider's website: [www.divokavoda.sk](http://www.divokavoda.sk), which provides detailed information about the Services provided.
2. When ordering Services via online store, the Client will fill in the data in the order form that are required by the Provider and selects the date (month, day, time) in which he/she requests the Provider to provide the Service to him/her (hereinafter referred to as "**Preferred Term**").
3. The Client will subsequently make payment for the Services he/she has selected in the online order via CardPay service (by clicking on the bank logo, the Client will be immediately redirected to Tatra banka, a.s. website).
4. Immediately after the payment of the Service price and finishing of the payment process, the Client will receive an automatically generated invoice/tax document by e-mail, which serves as a receipt (confirmation) for the receipt of the order and payment of the Services price.
5. The order submitted by the Client will be processed by the Provider on working days (within 48 hours)
6. However, as long as the Client's Preferred term **is not a mandatory term for the provision of the Service**

**by the Provider** due to the Provider's logistic capabilities and the availability of professional staff/instructors, the Provider will contact the Client by e-mail or telephone in order to **confirm or change** the Preferred Term of the Client.

7. After the mutual agreement of the Provider and the Client on the term of the Service Provision (hereinafter referred to as the **"Fixed Term"**), the Provider will deliver to the Client an order confirmation email that specifies the agreed fixed term for the provision of the Service, which means **the conclusion of a contract between the Client and the Provider** (hereinafter referred to as **"Order"**).
8. The order is valid only for the current season, unless otherwise agreed between the Provider and the Client in writing.
9. **By making the Order, the Client confirms that he/she has read and agrees with GTCES, including the cancellation terms and conditions.**

#### **Article IV.**

##### **Withdrawal from the contract (cancellation of the Order) by the Provider**

1. The Provider is entitled to withdraw from the Contract (Cancel the Order) with immediate effect if:
  - a) there have been circumstances for which the Provider bears no responsibility, such as the occurrence of force majeure that makes the provision of the Service impossible (e.g. as a consequence of adverse climatic conditions),
  - b) there have been circumstances for which the Provider is not able to provide the Services (Instructor's sickness, possible safety risk to the clients),
  - c) the Provider cannot guarantee a sufficient quality of the Service due to the reconstruction or necessary repairs of the Divoká Voda premises (including artificial canal, surf wave),
  - d) the Client violates the obligations, which arise from the signed reverse order and in case of inadequate behaviour of the Client,
  - e) the minimum number of Clients required to provide the Service is not reached.
2. In the event the Provider cancels the Order (withdraws from the contract) for the reasons specified in the point 1 of this Article of GTCES, he/she will notify the Client of it (by e-mail, by telephone, in person) and propose to the Client an alternative term for the provision of the Service, other than the previously agreed Services.
3. If the Provider and the Client reach no agreement on the alternative term of the provision of the Service, or the Client does not make use of the possibility of providing other than the agreed Services, the Provider shall immediately return the payment to the Client (the price paid by the Client for the Services), which they received from him/her. The client does not incur any claim for damages.

#### **Article V.**

##### **Withdrawal from the Contract (Cancellation of the Order) by the Client Cancellation conditions**

1. Unless otherwise agreed by a special contract, the Client is entitled to cancel the Order (i.e. withdraw from the contract) in writing (by e-mail: areal@divokavoda.sk, hotel@divokavoda.sk) in a way that does not cause any doubts that he/she withdraws from the contract.
2. The Client may fill in and send to the Provider a sample form for withdrawal from the contract (Annex 1 of the GTCES) or any unambiguous statement of withdrawal from the contract (on the cancellation of the Order). If the Client withdraws from the contract by e-mail (cancellation of the Order), the Provider will immediately acknowledge the withdrawal from the contract.
3. In case the Order was cancelled, the Provider is entitled to claim against the Client and the Client is obliged to pay the following cancellation fees depending on the time of the order cancellation, as follows:
  - a) Cancellation of the Order at latest of 48 hours before the date of the agreed provision of the Services - 0% of the Services price/the Client is entitled to cancel the order with no obligation to pay the cancellation fee and without any claims of the Provider for damages/
  - b) Cancellation of the Order 48 - 0 hours before the date of the agreed provision of the Services - 100% of

the Services price.

4. The Provider is obliged at the cancellation of the Order (withdrawal from the contract) for the reasons specified in point 2. a) of this Article of GTCES to return to the Client the price for the Services, which he/she already paid.
5. Unless the Client cancels or uses the services ordered in any given season in writing, **he/she is not entitled** to transfer the Order to the next season and the Provider has the right to keep the Client's paid price for the Services as a 100% cancellation fee.

#### **Article VI.**

##### **Defects in the Services and the Client's preventive obligation**

1. If defects occur in the Services provided, the Client is obliged to immediately inform the Provider so that he/she is able to remove the defects as soon as possible and to ensure the provision of the ordered Services in accordance with the Order. If this is not possible due to the nature of the defect or other serious cause, the Provider will, at its sole discretion, give the Client a discount from the agreed price for the Services or return the paid price to the Client (the price for the Services), which he/she received from him/her.
2. The Client is obliged to act in such a way that no damage is caused and appropriately to prevent the circumstances of the possible occurrence of damage.

#### **Article VII.**

##### **Liability for Damage Caused by the Provider**

1. The Provider is responsible for the fulfilment of his/her contractual obligations with professional care.
2. The Client is not entitled to claim damages caused by his/her own intentional or negligent action.
3. The Client is not entitled to compensation for damages on the brought or deposited jewels, money and other valuables that have not been handed in to the Provider against the confirmation.
4. By providing a place for depositing things at the Provider's parking place, no deposit agreement is made.
5. The Client must claim damages on brought and deposited things to the Provider without undue delay. That right shall expire if it has not been enforced at the latest on the fifteenth day following the day on which the aggrieved party became aware of the damage. In the event that the Client has claimed for damages to the Provider and the Provider voluntarily fails to do so, the Client is entitled to proceed in accordance with the generally binding legal regulations of the Slovak Republic.
6. The Provider is not liable for any injuries during the provision of the Services, except when acting rudely, negligently or intentionally.

#### **Article VIII.**

##### **Responsibility for the safety of the Clients when providing Services**

1. **The Services are provided by experienced instructors, whose experience with sports and leisure-time activities are a guarantee of safe provision of the offered Services.**
2. **Each Client participates in sports and leisure-time activities at their own risk.**
3. **The client is obliged to adhere to the instructor's instructions.**
4. **The instructor has the right to exclude the Client from the activity if he / she sees that the Client is under the influence of alcohol or other narcotics. Such exclusion of the Client and non-provision of the Service shall not be considered as a failure to provide the Service by the Provider.**

#### **Article IX.**

##### **Documents delivery**

1. Unless expressly agreed otherwise in writing, the delivery of the documents, which relate to any legal relationship established between the Provider and the Client may be performed by the means of documents sent:  
(a) in person, by post - to the address of the company's registered office registered in the relevant business

register or other register or to the address of the permanent residence,  
b) by electronic email (e-mail) - to the e-mail address provided by the Provider and the Client.

2. The use of electronic mail and fax delivery serves to accelerate the written communication as an equivalent to personal or postal delivery.
3. The Provider and the Client are obliged to notify each other of the change of the addresses/email addresses without undue delay.
4. A written consignment is deemed to have been delivered even if the consignment is returned to the sending contracting party as undeliverable even though the sending contracting party delivers it to the other party to the address designated in accordance with the provisions of these GTCES or their agreements. The consignment is deemed to have been delivered even if the addressee has refused to accept the consignment.

#### **Article X. Final provisions**

1. These GTCESs apply for the provision of sporting and leisure-time activities based on a distance contract. ("Distance contract is a contract between the Provider and the Client agreed and concluded exclusively by one or more means of remote communication without the simultaneous physical presence of the Provider and the Client, in particular through the use of a website seat, electronic mail, telephone, fax, address sheet or offering sheet.")
2. Any amendments to the GTCES are required to be made in a written form.
3. Any disputes arising out of legal relationships arising under the contract (order) and/or GTCES, including disputes concerning the validity, interpretation and termination of the order and/or GTCES, which are not resolved by mutual agreement, will be submitted to the decision of the competent and local court of the Slovak Republic.
4. The legal relationships of GTCES that are not explicitly regulated are governed by the Commercial Code and the generally binding legal regulations of the Slovak Republic (e.g. Act No. 102/2014 Coll. on consumer protection in the sale of goods or services under a distance or off-premises contract of the seller and amending certain laws and e.g.).
5. The Provider ensures the protection of the Client's personal data in accordance with the Act no. 18/2018 Coll. on the Protection of Personal Data and on Amendments to Certain Acts as amended.
6. If the individual provisions of these GTCES were or become invalid or ineffective, this will not affect the validity or the effectiveness of the other GTCES provisions.

*These GTCES will become valid and effective on 1<sup>st</sup> January 2019.*

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