



Terms & Conditions

These are the Terms and Conditions of 3E Outdoors, spol. s r.o., with registered office at Inocencova 18, Vimperk 38501, Registration Number: 03615014, registered in the Commercial Register administered by the Regional Court in Hradec Králové, under File Number C 34393 (hereinafter "3E") for providing outdoor programmes and activities (hereinafter the "TC").

I. Introductory provisions

1.1. These TC govern the rights and obligations between 3E and the person interested in outdoor education or participation in the activities defined below (hereinafter referred to as "Client"), or the person interested in outdoor education or participation of his students or employees in the activities (hereinafter referred to as "Participants"). These TC regulate the mutual rights and duties arising from the activity contract concluded between 3E and the Client, related to Client's or Participants' participation in the specific activities.

1.2. For the purpose of these TC, an Activity shall mean any sports activity, instruction, course, team building activity or other activity intended for leisure time of Client or Participants, offered or organised by 3E (hereinafter referred to as "Activity").

These TC are an integral part of any contract concluded between the Client and 3E, on the grounds of which 3E is contracted to provide services related to the activity or arrange participation in the selected activity for the Client or Participants - (hereinafter referred to as "Booking Contract"). These TC are an integral part of any activity contract, regardless of the method of conclusion (in writing, orally, by means of the website, e-mail), if the Participant is informed of this at the time of concluding the activity contract.

1.3. If the activity is being arranged for Participants, it is the Client's responsibility to inform participants with details of this contract and with other 3E instructions regarding the activities.

1.4. The rights and obligations related to the activity contract are primarily specified by these TC. Rights and obligations may be arranged differently from these TC only if this is explicitly mentioned in the activity contract. Any provisions different to these TC mentioned in the activity contract take

precedence over the provisions of these TC.

1.5. At any time 3E may change or amend these TC; this does not affect the rights and obligations generated by the previous version of these TC. 3E shall regularly update these TC on the company website.

1.6. The legal relationship between 3E and the Client is governed by Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code").

1.7. By concluding a activity the Client confirms that he is sufficiently aware of his state of health, and this state of health does not prevent him from participating in the selected activity. In case of activity contract concluded by Client on behalf of Participants, the Client is responsible for collecting a written declaration from each Participant to confirm that he is sufficiently aware of his state of health, and this state of health does not prevent him from participating in the selected activity. Should this declaration not be submitted to 3E, Participant cannot participate in the activity.

2. Notification before conclusion of the contract

2.1. 3E informs that:

a) The provider of activities is 3E Outdoors, spol. s r.o., registered office at Inocencova 18, Vimperk 38501, Registration Number: 03615014, and the contact information is miska@3eoutdoors.com, telephone number 739 232 639;

b) 3E does not charge any fees for conclusion of a contract over the 3E website

c) activity prices published on 3E website apply for private clients; activity prices for school groups or other parties are quoted individually based on specific requirements of Client; activity prices published on 3E website apply

for private clients and, unless it is stated otherwise on the 3E website, are final prices including all fees stipulated by law; 3E is registered for VAT.

d) if a contract for an activity is concluded by means of the website and e-mail and if the Client is a consumer, he is entitled to withdraw from the contract for an activity within 14 days after conclusion of the contract, under the condition that the date of the activity was not reserved or that participation in the activity has not commenced. If a specific date is reserved, or the activity has commenced, the Client is no longer entitled to withdraw from the contract with regard to the fact that this concerns a contract for use of the Client's leisure time, a service provided on the specified date (see Section 1837 of the Civil Code).

e) In relation to Client 3E is not bound by any code of behaviour within the meaning of the provisions of Section 1826, paragraph 1, letter e) of the Commercial Code.

2.2. Additions to the number of Participants are usually possible at any time before the start of the program/ activity. Should the number of Participants on your signed activity contract change, you must notify us in writing as soon as possible. This addition needs to be confirmed from 3E to come into force. The additional price per participant will be payable together with any provable costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers in making the change.

3. Contract

3.1. The activity contract is concluded between 3E and the Client either in writing or electronically via 3E website.

3.2. To conclude a contract via 3E website Client chooses required activity, fills in all required information, confirms the binding character of these TC and sends the completed and

signed contract form by mail to the address of 3E. By sending the contract form Client acknowledges that he is obliged to pay the activity price and that the participation in the activity is possible only after the full payment has been received by 3E. After the deposit payment or the full payment for the activity is received 3E will sign the activity contract and send it to Client, a contract exists when it is confirmed by the signature of 3E.

The information supplied by Client on the contract form is considered to be correct.

3.3. If the activity is tailored to the specific requirements of Client, the contract form is emailed to Client by 3E. This contract form will include detailed activity, place, dates and price that have been agreed on between 3E and Client.

3.4. In case there is no available capacity, free spaces or for other serious reasons 3E is entitled to refuse an activity order and not confirm the activity contract on behalf of 3E. 3E is obliged to notify Client in writing or by email. If the activity price or deposit has been paid in the interim, 3E is required to refund all the received funds to the Client, within 7 days from the disclaimer of the order.

3.5. The offer of activities published on the 3E website or in other 3E promotional materials is not a binding proposal for conclusion of a contract; only the fully completed contract form by the Client has such a binding character.

3.6. The activity location and date are determined in advance by 3E or are chosen by Client from multiple locations and dates published on 3E website or are arranged according to the Client's individual requirements and are confirmed on the contract form.

3.7. The transportation of the Client/ Participants to the activity site or their accommodation throughout the duration of the activities by 3E is not part of the activity provided by 3E. However, when filling the contract form the Client can opt to authorise 3E to order the currently offered accommodation on his behalf and pay for it. This accommodation is not provided by 3E and 3E will hand over the money received from the Client to the owner of the accommodation facility when making the reservation of accommodation on behalf of Client. 3E is entitled to retain a manipulation fee for arranging accommodation, from the payment for accommodation it receives from the Client. 3E is not liable for the quality or other aspects of this accommodation and the Client is required to resolve any complaints,

defects and claims concerning the accommodation with the owner of the accommodation facility.

4. Price and terms of payment

4.1. Activities are paid, and the Client is required to make the payment before the activity takes place. The type of payment is chosen by Client when ordering the activity by filling this on the contract form or is agreed on with 3E.

4.2. The activity prices for private clients are determined by the 3E price list published on 3E website and include VAT. The activity price confirmed on the activity contract form is always binding for the Client. 3E is entitled to change the price list at any time, however, this change does not apply to contracts that have already been concluded.

4.3. The price for activity tailored to the specific requirements of Client is always based on individual quotation for inquired activity, this price has to be approved by Client and confirmed by signing of the activity contract form.

4.3. The basic price of activities does not include delivery of the gift voucher. The Participant also pays the relevant fixed postage fee depending on the chosen method of delivery of the voucher. The Participant is informed of the value of this fee when filling in the order form. 3E will send an invoice for the full activity invoice or deposit determined on the contract form before signing the activity contract on behalf of 3E. Unless determined otherwise on the contract form the price is payable in two payments, an initial deposit of 50% of the activity price per Participant within 14 days from the day the contract form signed by Client is delivered to 3E, and remaining 50% of the activity price no later than 30 days prior to the start of activity. In case of delay of the payment 3E is entitled to charge of 0.01% of interest for each day after the payment due date.

5. General rules for activities

5.1. Occasionally 3E has to make changes and reserves the right to do so at any time (under the condition that the key activity parameters are maintained). While 3E's intention is to adhere to the activity program agreed on the contract form, on any particular day the planned itinerary and available activities can vary for a variety of reasons - safety, whether or similar circumstances. In any such situation the

3E staff will endeavour to ensure that the activity remains equally enjoyable and rewarding to all concerned. Most changes will be minor and 3E will inform the Client without unnecessary delay by sending an e-mail message or in another appropriate manner.

5.2. 3E may cancel or reschedule the activity due to circumstances beyond reasonable control of 3E including but not limited to adverse weather, natural disasters, war or threat of war, governmental action, declaration of a protective or forbidden zone prohibiting persons from entering, epidemic disease, strike, reasonably unforeseeable technical failure, and if possible offer new activity dates and/or alternative activity. 3E is obliged to inform Client about such change without unnecessary delay by sending an e-mail message or over the telephone.

In the unlikely event of it proving necessary to alter significantly or cancel the activity completely, we will offer a suitable alternative if available which needs to be approved by Client. In the event that the activity cannot be moved due to its character and 3E is not able, in the opinion of 3E management, offer an alternative that is sufficiently comparable, Client will receive 100% refund (or price of the undrawn part of the activity, if the activity is cancelled after it commenced). 3E is not liable for damages or additional costs, which the Client/ Participant incur as a result of this procedure.

5.3 Furthermore, if this concerns an activity, which can only be technically provided as a whole and cannot be divided over multiple time periods (i.e. a flight by aeroplane), then participation in the activity in the scope of at least 60% of its assumed duration is considered to mean that the activity was provided or executed, even though this activity could not be finished due to circumstances beyond reasonable control of 3E.

5.4. In the event of illness of or other absence by the instructor for the activity, 3E may replace this instructor with another instructor with the same or similar qualifications.

5.5. In the event of cancellation 3E will retain the following sums to cover all costs incurred by 3E in relation to preparation of the Client's/Participant's participation in the activity and other related costs.

Cancellation up to 30 days before activity commences - 50% of the final activity price

Cancellation less than 30 days and less before activity commences - 100% of the final activity price.

Once the activity has started Client is not entitled to any refund of the activity price (or its proportionate amount), neither to substitute activity date nor to any other compensation

5.6. The cancellation policy may vary for individual activities and are mentioned and confirmed on the contract form. In this case such policy takes precedence over cancellation these TC.

5.7. Before commencing the activity, 3E may request proof of the identity of the person who arrived to participate in the activity. Some activities cannot be provided without this proof of identity, which the Client acknowledges. The Client is obliged to notify his Participants of this fact. The person's identity is proven by showing a valid citizen's identification card, driver's licence or passport. In the event that the identity proof is required and cannot be proved, the activity will not be provided and the Client is not entitled to any compensation.

5.8. The Client/Participant, participate in all activities exclusively at their own risk. The Client/Participant must assess whether or not he is healthy and fit enough to participate in the activity safely. If the Participant is under the age of 18 he is considered to be a minor. The ability to participate in the activity for minors must be assessed by their parents or legal guardian in the Consent of Parents or Legal Guardian Form further in 5.12 of the TC. All information about potential restrictions, which may concern some offered activities (i.e. age, health and physical fitness, possibly the requirement of a medical examination), are included in the information, which is part of the description of each activity or will be announced to the Client/Participants before the specific activity commences.

5.9. If during the activity the Client/Participant finds out that his state of health does not permit him to continue participating in the activity or continuing the activity could endanger his health, he is required to immediately notify 3E of this fact and immediately stop his participation in the specific activity.

5.10. During the activity Client/Participant is has to follow the instructions of 3E or its instructor and other persons providing services on behalf of 3E. Likewise the Client/Participant must behave in a way

that wouldn't endanger or annoy any other Participants of the activity, otherwise 3E has a right to withdraw the Client/Participant from the activity losing a right to any compensation.

5.11. If the Client/Participant or other persons accompanying him are under the influence of alcohol or drugs immediately before the activity commences 3E will not allow the Client's/Participant's to participate in the activity. In this case the Client is not entitled to any compensation.

5.12. Participants under 18 years of age may only participate in activities with the explicit consent of their parents or legal guardian. In well-founded cases, particularly in relation to Participants under 15 years of age, accompaniment and supervision by an adult approved by the legal guardian must also be arranged at the Participant's expense. Should such accompaniment and supervision be required 3E must notify the Client in appropriate manner no later than 7 days before the activity commences. The Consent Form including the consent of parents or legal guardian for Minor's participation in the activity and declaration that the Minor has been made familiar with these TC and that Minor is healthy and fit enough to participate in the activity safely has to be presented to 3E before the activity commences otherwise he will not be allowed to participate in the activity and is not entitled to any refund.

5.13 Adults accompanying the Participants agree to act as loco-parentis support, help to deal with behaviour issues and will occasionally help with supervision of the Participants.

3E staff are supervising during activity times. 3E recommends and occasionally may request that a supervising adult is present with Participants during activity sessions and assists with supervision. To avoid any confusion, 3E seek to ensure a clear handover of supervision responsibility of Participant from accompanying adults to 3E staff and vice versa at appropriate points of the day. While 3E staff provides support to the accompanying adults outside of session times as well, the accompanying adults are responsible for the supervision before the start of morning activity, after the afternoon activity, before the start and after the end of evening activity. 3E asks at least one adult accompanying the Participants to be available in the accommodation when the Participants are in the accommodation facility.

5.14 It is the Accompanying Adult's responsibility to ensure that no Participant under 18 consumes

alcoholic beverages, smokes or breaks the Czech law in other ways.

5.15. The Accompanying Adult has a right to decide to withdraw Participant at any time from any activity.

5.16. The Accompanying Adult is responsible for deciding whether Participant should be referred to a doctor or hospital, with the assistance by 3E staff.

5.17. All 3E staff are trained to at least a basic first aid certification, however any medications required must be administered by the Accompanying Adults.

5.18. Client is responsible for passing on any medical, dietary or any other important information about the Participants (relating for example to disability, culture, diet, pre existing medical condition etc). The forms will be sent to the school via email. 3E will do their best to ensure successful participation in the activity for everyone.

5.19. The Client/Participant acknowledges that the activities may be documented by 3Es photographer or cameraman. The Client/Participant also acknowledges and agrees that photographs or videos recording the Participants of activities may be published on 3E website or on other 3E promotional materials. If Client/Participant wishes NOT to appear in any such photography/video, he must notify 3E in writing prior to the activity to ensure 3E is of any such restrictions. Client/Participant names won't be used in connection with the media.

6. Liability

6.1. 3E is liable to Client/Participant for damages to health or property, if such damages were caused by the staff of 3E intentionally or as a result of negligence or in relation to the activity.

6.2. 3E is not liable for any damages to health or property, which the Client/Participant causes intentionally, as a result of negligence, carelessness, or overestimating his physical fitness.

6.3. 3E is not liable for any damages to health or property, incurred by the Client/Participant as a result of failure to adhere to the proper procedure or instructions of 3E or its instructors.

6.4. The Client/Participant is liable for damages caused to 3E or any third party in relation to his participation in the activity.

6.5. Participant is obliged to cover any repatriation expenses if he has to be sent home due to illness, accident, misbehaviour or any other reason valid

by 3E or the Accompanying Adult. If Participant is a Minor his legal guardian are obliged to pay these expenses.

6.6. Personal property (including baggage, valets, mobile phones, electronics, etc.), is the responsibility of Client/Participants at all times, unless any loss or damage is due to 3E negligence or failure to carry out our responsibility.

6.7. 3E Outdoors maintains a third party liability insurance with Česká pojišťovna, this policy provides an indemnity in respect of legal ability to pay compensations for accidental injury to third parties with the policy for 9 500 000 CZK or accidental damage to their property with the policy for 100 000 CZK.

7. Withdrawal from the contract

7.1. In the event of serious breach of the Participant's duties set out in these TC or in the contract for an activity (particularly the duties set out in 5.10 or 5.11), 3E is entitled to withdraw from the contract instant effect. In such cases the Client is obliged to pay 3E a contractual fine in the value of the price of the undrawn part of the activity. The right to a contractual fine according to the preceding sentence shall be offset against the Client's potential claim for a refund of the price of the undrawn part of the activity. This provision concerning the contractual fine has no effect on any claim by 3E for compensation of damages caused by the participant.

7.2. The Client is entitled to withdraw from the contract for an activity in the event of serious breach of the duties of 3E arising from these TC or from the concluded contract for an activity. Serious breach of duties includes cancellation of an activity on the arranged date for reasons other than the serious reasons set out in 5.2, without a new date being set within a reasonable new time limit (at least 14 days). In such cases the Client is entitled to a refund of the price paid for the activity, or the price of its undrawn part if withdrawal takes place after the activity commences.

7.3. If a contract for an activity is concluded remotely by means of the website and e-mail and if the Participant is a consumer, he is entitled to withdraw from the contract for an activity, without giving a reason, within 14 days of the date of conclusion of the contract, under the condition that a date for the activity has not yet been reserved and participation in the activity has not yet commenced. If a

specific date has been reserved, or the activity has commenced, the Participant is not entitled to withdraw from the contract, with regard to the fact that this concerns a contract for use of the Participant's leisure time on the specified date (see Section 1837 of Act No. 89/2012 Coll.).

7.4. The withdrawal from the activity contract comes into effect on the day of its delivery to the other contracting party.

8. Protection of personal data and sending commercial messages

8.1. The Participant's personal data is protected by Act No. 101/2000 Coll. on protection of personal data, as amended. Client/Participant agrees for his personal data to be used in accordance with Act No. 101/2000 Coll., only for the purpose of record keeping and informing about offers for leisure time activities provided by 3E.

8.2. 3E processes personal data in the scope of: name and surname, residential address, e-mail and telephone number and date of birth (hereinafter referred to as "personal data").

8.3. 3E is entitled to process personal data, even without the Client's/ Participant's consent, for the purpose of realisation of the rights and obligations based on the contract for an activity, maintaining an account for a registered Participant and in other cases determined in Section 5, paragraph 2 and paragraph 9 of the Act on Protection of Personal Data. 3E is also entitled to use the Client's e-mail address to send commercial messages concerning its products or services. The Client is entitled to cancel his consent with such use of his email.

8.5. The Client/Participant acknowledges that it is required to give its personal data correctly and truthfully and that it is required to inform 3E of any changes to its personal data without undue delay.

8.6. The Client/Participant confirms that the provided personal data is correct and accurate and that he was informed that this concerns voluntary provision of personal data.

8.7. The Client/Participant is entitled to withdraw his consent to processing of his personal data in accordance with these TC at any time, by explicit and comprehensible statement of his will (i.e. in writing, in person or by e-mail).

9. Final provisions

9.1. Unless agreed otherwise, all correspondence between the Client and 3E must be delivered to the other Contracting party by e-mail, or in writing, by an operator of postal services (chosen by the sender). If the delivery date is unclear, the correspondence is considered to be delivered on the third day from the date on which it was sent. The Client receives correspondence to his e-mail address or correspondence address given in his user account.

9.2. In the event of cancellation by Participant, the deposit and full payments for the activity may be transferred to a substitute member if this is not excluded by the activity type. Client is obliged notify 3E about the change in writing or by email no later than 3 days before the activity commences and such change has to be approved by 3E. If Client doesn't notify 3E, the change is not approved by 3E or it is not possible, then 3E has a right to retain a sum in accordance with 5.5, to cover all costs incurred by 3E in relation to preparation of the Client's/ Participant's participation in the activity and other related costs.

9.3. All texts, illustrations and photographs contained in 3E's materials and on 3E website are subject to copyright and must not be copied or used further without 3E's explicit written consent. Photographs used in the information material (including web presentations) for individual activities, are only informational and approximate; equipment, persons and surrounding area may differ in actual fact. If the same technical function of items necessary for or related to provision of an activity is assured, provision of an activity with or in an item or items different to that portrayed on the website is not considered deficient performance.

9.4. If any of the provisions of the TC is or becomes invalid, ineffective, or colourable, it will be replaced with a provision the purpose of which is closest to the invalid, ineffective or colourable provision. The invalidity, ineffectiveness or nullity of one provision does not affect the validity and effectiveness of the remaining provisions.

9.5. These TC are valid from 01/03/2017.

9.6. These TC are written in Czech and English language. In the event of any inconsistencies between the Czech and English version, the Czech version shall be final.