

Regulations of the bicycle rental service within the Test Centre of Szczyrk Mountain Resort

These Rules and Regulations define the conditions and rules for the rental and safe use of bicycle equipment within the Test Centre operated by the Szczyrk Mountain Resort (Szczyrkowski Ośrodek Narciarski S.A.) in Szczyrk (hereinafter referred to as the "Renter"), as follows:

§ 1 General Provisions

1. The bicycle equipment being the subject of the rental is the property of the Renter. For the duration of the rental, a written contract is concluded by and between the Renter and the Customer.
2. The Customer is obliged to make themselves acquainted with these Rules and Regulations as well as with the price list being in force at the Resort.
3. The rental company offers efficient and properly prepared cycling equipment (hereinafter referred to as 'Equipment') by reputable brands as well as makes every effort to meet the Customer's expectations in this respect.
4. For safety reasons, the rental room is subject to video surveillance.
5. The Customer is obliged to follow the instructions of the rental staff.

§ 2 Customer

1. Equipment may only be rented by adults.
2. Renting the equipment takes place based on a rental contract concluded by and between the Resort and the Customer, after the Customer has presented two documents proving their identity, i. e. an identity card, a driving licence or a passport, and after the Customer has paid the rental fee in accordance with the price list being currently in force.
3. When signing the rental contract, the Customer is obliged to provide truthful information as well as to inform the attendant about their skills that could affect the proper selection and fitting of the rented equipment.
4. By signing the rental contract, the Customer accepts these Rules and Regulations and undertakes to return the equipment in an undamaged, technically sound and unsoiled condition.

5. The Customer bears liability for any damage to or loss of the rented equipment from the moment it is issued to the Customer up until it is returned.

§ 3 Equipment Rental Rules

1. If the rental employee deems the Customer unreliable, they may refuse to rent the equipment to this person without giving any reason or to demand another form of security for the return of the equipment, e. g. by paying a deposit of PLN 5. 000.
2. For safety reasons, persons being under the influence of alcohol or any other intoxicants may not rent the equipment.
3. The Renter reserves the right to verify the sobriety of the Customer.
4. By deciding to rent the equipment, the Customer confirms that they are aware of the fact that cycling poses a sports risk. When riding a bicycle, the Customer can cause damage either to themselves or to third parties. Thus, the Customer decides to rent the equipment being fully aware of the aforementioned risks.
5. The Customer may not carry out any repairs to the rented equipment or hand it over to third parties. Using the equipment or lending it to a third party is at the Customer's own risk.
6. The Customer may only use the equipment in designated areas. By using the bicycle, the Customer undertakes to observe the traffic safety rules resulting from the applicable law.
7. The Customer is obliged to inspect the rented equipment and to report any defects or damage to the rental employee without delay.
8. The rental company does not bear any liability for hidden defects in parts, materials and accessories of the rented equipment.
9. If the Customer signs the rental contract, they confirm thereby that the equipment received by them is not defective, that it is complete and the technical condition thereof allows for its correct and safe use.
10. After the rental period has expired, the Customer is obliged to return the equipment to the rental employee within the opening hours of the Test Centre. The opening times are available in a prominent place as well as on the website: www.szczyrkowski.pl on the subpage Resort – Opening hours.
11. Failing to return the rented equipment by the contractually agreed dates results in charging the rental fee for another period, as results from the rental price list, up until

it is returned. Any delay in the return of the bicycle should be reported to the rental employee by phone: +48 787 142 140.

12. Failing to return the bicycle 2 hours after the agreed time without having notified the Renter of the reason for the delay will be considered as misappropriation of the bicycle and reported to the law enforcement authorities. In addition, a contractual penalty of PLN 5. 000 shall be imposed on the Customer. The Renter may also claim damages from the Customer in excess of the contractual penalty amount on general terms.
13. The Customer is responsible for the rented equipment and in case of any damage to the equipment, theft or loss of the equipment, they are obliged to cover the damage caused, in an amount corresponding to the value of the lost, stolen or damage equipment.
14. The Renter shall not bear any liability for the damage caused to the person and property in connection with using the rented equipment as well as for the consequences of using the equipment in a manner inconsistent with these Rules and Regulations.

§ 4 Complaints

1. Any failures or damage to the rented equipment should be reported when returning the equipment to the rental. If the damaged equipment cannot be delivered back to the rental, it should be reported by phone: +48 787 142 140 or by e-mail: stec@tmr.sk, mateusz.madzia@tmr.sk.
2. Any comments or complaints regarding the rental should be addressed to: Szczyrkowski Ośrodek Narciarski S.A., ul. Salmopolska 53B, 43-370 Szczyrk, Poland or sent by e-mail: stec@tmr.sk, mateusz.madzia@tmr.sk.
3. The complaint shall be considered within 14 days of it being submitted.

§ 5 Personal data protection

1. In accordance with the provisions of the Act of 10 May 2018 on the protection of personal data and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC, the controller of your personal data provided in connection with concluding and performing the equipment rental contract is Szczyrkowski

Mountain Ski Resort, i. e. Szczyrkowski Ośrodek Narciarski S.A, ul. Narciarska 10, 43-300 Szczyrk, Poland.

2. Information on personal data protection is included in the TMR Group's Privacy Policy and Data Protection Policy. It has been published on the website: www.tmr.sk/o-nas/gdpr/ and is also available at: www.szczyrkowski.pl on the subpage Info - Privacy Policy.

§ 6 Final provisions

1. Other matters not covered by these Rules and Regulations shall be governed by the relevant acts of Polish law.
2. The competent court for settling disputes shall be the court having jurisdiction over the place of executing the rental contract.

These Rules and Regulations enter into force on 08 March 2024.