

## General Terms and Conditions

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Instructor courses Bike licence are services provided by the association Asociace profesionálních instruktorů a průvodců MTB z.s. with its registered office at Sokolská 542/32, Olomouc 779 00, Czech Republic, ID: 09172645 (hereinafter referred to as "Bike Licence"). Registered in the Commercial Register maintained by the Regional Court in Ostrava, Section L, Insert No. 19104, (also referred to as "Association of Professional Instructors and Guides MTB z.s." or "Provider"). These General Terms and Conditions govern the rights and obligations in contractual relationships arising from the provision of services by the Association of Professional Instructors and Guides MTB z.s. to third parties. General Terms and Conditions are an integral part of each contract under which the Association of Professional Instructors and Guides MTB z.s. provides the Bike Licence service to a third party as stated and offered on the website [www.bikelicence.cz](http://www.bikelicence.cz) and determine a part of the content of the contract concluded between the Association of Professional Instructors and Guides MTB z.s. and the customer, with deviating provisions in the contract taking precedence over these General Terms and Conditions. These General Terms and Conditions do not apply to the project of the Association of Professional Instructors and Guides MTB z.s., and other services not listed on the website [www.bikelicence.cz](http://www.bikelicence.cz) provided by the Association of Professional Instructors and Guides MTB z.s.

### Definition of certain terms

"Parties" shall mean the operator of the Bike Licence service, the association Asociace profesionálních instruktorů a průvodců MTB z.s., and the customer of the service.

"Provider" shall mean the operator of the Bike Licence service, the association Asociace profesionálních instruktorů a průvodců MTB z.s.

"Customer" shall mean the person who concludes individual contracts for the provision of the Bike Licence service with the Association of Professional Instructors and Guides MTB z.s. through the website [www.bikelicence.cz](http://www.bikelicence.cz). The customer must be of full legal capacity. The term "Customer" also includes the legal representative of the participant who concludes individual contracts for the provision of the Bike Licence service with the Association of Professional Instructors and Guides MTB z.s. on behalf of the participant through the website [www.bikelicence.cz](http://www.bikelicence.cz).

"Participant" shall mean a participant of the course/camp aged at least 17 years, capable of riding a bicycle both physically and mentally, who is a direct consumer of the Bike Licence service or participant of Bike Licence events according to the contract concluded between the Association of Professional Instructors and Guides MTB z.s. and the customer.

"Bike Licence service or Bike Licence event," sometimes referred to as "course/camp," shall mean the activity carried out by the Association of Professional Instructors and Guides MTB z.s. offered on the website [www.bikelicence.cz](http://www.bikelicence.cz), primarily involving the organization of instructor courses/camps focusing on teaching instructional procedures and technical skills to participants aged 17 and older for off-road riding on mountain bikes under the supervision of trained instructors. The Bike Licence service or event, despite being offered on the website [www.bikelicence.cz](http://www.bikelicence.cz), does not include the project of the Association of Professional Instructors and Guides MTB z.s, regardless of its nature.

"Service Price" shall mean the financial amount determined in accordance with the service offer on [www.bikelicence.cz](http://www.bikelicence.cz), or individually negotiated services, to be paid by the Customer to the Provider.

"Applicable Law" - Czech law

"Jurisdiction" - Czech language

## **I. Subject of the general terms and conditions**

The purpose of these general terms and conditions is to regulate certain specified matters arising from the contract concluded between the Association of Professional Instructors and Guides MTB, registered association, as the provider of the Bike Licence service, the customer, and the participant. These general terms and conditions determine a part of the content of the contract, with any divergent provisions in the contract taking precedence over these general terms and conditions. Legal relationships not governed by the contract or these general terms and conditions shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

## **II. Conclusion of Contract**

The ordering of the Bikelicense service is carried out by the customer filling out and submitting the application for the chosen course/camp (selected services) through the booking form on the website [www.bikelicense.cz](http://www.bikelicense.cz).

In the application, the customer is required to fill in the following information:

- Name and surname of the participant
- Date of birth of the participant
- Name and surname of the legal representative of the participant
- Date of birth of the legal representative of the participant
- Billing address – Name and surname, address
- Customer's email
- Customer's phone number
- Consent to the General Terms and Conditions and consent to the processing of personal data.

By submitting the application for the chosen camp, the customer makes a binding offer to conclude a contract with the Association of Professional Instructors and Guides MTB z.s. for the provision of the Bike Licence services.

The contract is concluded by confirmation of acceptance of the camp application by the operator of the Bike Licence, the Association of Professional Instructors and Guides MTB z.s., sent by email to the customer's email address provided in the application. This confirmation of acceptance of the camp application will include, in particular:

- Name and surname of the participant
- Date, time, and location of the event (course/camp)
- Service price
- Bank details for payment of the service
- Contacts for any queries or participant withdrawal from the course/camp (contract termination).

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Confirmation by the Association of Professional Instructors and Guides MTB z.s of the acceptance of the course/camp application constitutes the conclusion of a contract for the provision of the Bike Licence service between the Association of Professional Instructors and Guides MTB z.s and the customer.

The application can be submitted no later than the day preceding the day of the camp, and no later than 12:00 noon. If the application is submitted later and the customer receives confirmation from the provider, this fact does not automatically mean that the contract has been concluded (especially for capacity reasons), and the customer is obliged to verify this fact by phone with the provider.

### **III. Price**

The "Price" refers to the financial amount determined in accordance with the offer of Bike Licence services on [www.bikelicence.cz](http://www.bikelicence.cz) or services arranged individually. The price includes the selected Bike Licence service, precisely specified in the Bike Licence offer for the selected training camp or further specified in the contract. The price does not include items not listed for the selected Bike Licence service on [www.bikelicence.cz](http://www.bikelicence.cz), especially insurance, transportation, accommodation, compensation for the closure of areas, unless otherwise stated in the contract.

The price is paid by bank transfer to the account of the Bike Licence provider, the association Asociace profesionálních instruktorů a průvodců MTB z.s, which is communicated to the customer in the confirmation of acceptance of the application, no later than 3 days from the conclusion of the contract, or in cash, if stipulated by the contract. If the contract is concluded less than 7 days before the start of the Bike Licence event, the payment deadline for the Bike Licence service price is shortened to 1 working day.

In the case of payment by non-cash transfer, the price is considered paid on the day of its crediting to the bank account of the association Asociace profesionálních instruktorů a průvodců MTB z.s. The Association of Professional Instructors and Guides MTB z.s is authorized to change the method and terms of payment of the Bike Licence service price, with such changes being specified in the contract or communicated to the customer in writing in advance.

If the service price is not paid within the specified period, the contract automatically terminates.

### **IV. Gift voucher**

If the Bike Licence service is purchased in the form of a Bike Licence gift voucher without a specified service date, the customer or participant is entitled to redeem the gift voucher for any available date of an event listed on the website [www.bikelicence.cz](http://www.bikelicence.cz) in the year of purchase of the gift voucher or the following year. However, due to capacity constraints, redemption is subject to prior telephone or email agreement with the provider. If the gift voucher is not redeemed within the specified period, it expires without the right to a refund, unless otherwise agreed between the parties.

### **V. Ordering and conclusion of purchase agreement**

1. Costs incurred by the buyer in using distance communication means in connection with the conclusion of a purchase contract (costs of internet connection, telephone calls) are borne by the buyer. These costs do not differ from the basic rate.
2. The buyer places an order for goods in the following ways:
3. through their customer account, if they have previously registered on the website,
4. by filling out the order form without registration.
5. When placing the order, the buyer selects the goods, quantity of goods, method of payment, and delivery.
6. Before submitting the order, the buyer is allowed to check and modify the information entered into the order. The buyer sends the order to the seller by clicking on the "order" button. The details provided in the order are considered correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and the buyer's confirmation that they have familiarized themselves with these terms and conditions.
7. Immediately upon receiving the order, the seller sends the buyer a confirmation of receipt of the order to the email address provided by the buyer during the order. This confirmation is automatic and does not constitute the conclusion of the contract. The purchase contract is concluded only after the seller accepts the order. The notification of acceptance of the order is sent to the buyer's email address.
8. If the seller cannot fulfill any of the requirements stated in the order, the seller sends the buyer a modified offer to their email address. The modified offer is considered a new proposal for a purchase contract, and the purchase contract is concluded by the buyer's confirmation of acceptance of this offer to the seller's email address as specified in these terms and conditions.
9. All orders accepted by the seller are binding. The buyer may cancel the order until they receive the notification of acceptance of the order by the seller. The buyer can cancel the order by phone or email to the seller's contact details provided in these terms and conditions.
10. In case of an obvious technical error on the part of the seller in stating the price of the goods on the website or during the ordering process, the seller is not obliged to deliver the goods at this obviously incorrect price. The seller informs the buyer of the error without undue delay and sends the buyer a modified offer to their email address. The modified offer is considered a new proposal

for a purchase contract, and the purchase contract is concluded by the buyer's acceptance confirmation to the seller's email address.

## **VI. Customer account**

1. Upon registering in the online store, the buyer can access their customer account. From their customer account, the buyer can place orders for goods. The buyer may also order goods without registration.
2. During registration for the customer account and when ordering goods, the buyer is obliged to provide all information correctly and truthfully. The buyer must update the information provided in the user account whenever it changes. The information provided by the buyer in the customer account and when ordering goods is considered correct by the seller.
3. Access to the customer account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access their customer account. The seller is not responsible for any misuse of the customer account by third parties.
4. The buyer is not authorized to allow third parties to use their customer account.
5. The seller may cancel the user account, especially if the buyer does not use their user account for an extended period or if the buyer violates their obligations from the purchase contract or these terms and conditions.
6. The buyer acknowledges that the user account may not be available continuously, especially due to necessary maintenance of the hardware and software equipment of the seller or third parties.

## **VII. Payment terms and delivery of goods**

1. The price of the goods and any costs associated with the delivery of the goods under the purchase contract may be paid by the buyer in the following ways:
2. Non-cash payment by payment card,
3. Non-cash transfer to the seller's account via the Comgate payment gateway,
4. In cash or by payment card upon personal collection on-site.
5. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods at the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.
6. In the case of cash payment, the purchase price is payable upon receipt of the goods.

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7. In the case of payment via the payment gateway, the buyer follows the instructions of the relevant electronic payment provider.
8. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment the respective amount is credited to the seller's bank account.
9. The seller does not require any advance payment or similar payment from the buyer. Payment of the purchase price before the goods are dispatched is not a deposit.
10. According to the law on the registration of sales, the seller is obliged to issue a receipt to the buyer.
11. The goods are delivered to the address specified by the buyer in the order.
12. The choice of delivery method is made during the ordering of the goods.
13. The costs of delivering the goods, depending on the method of dispatch and receipt of the goods, are stated in the buyer's order and in the order confirmation provided by the seller. If the method of transport is agreed upon based on a special request of the buyer, the buyer bears the risk and any additional costs associated with this method of transport.
14. If, according to the purchase contract, the seller is obliged to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery. If, due to reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different way than stated in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods or the costs associated with the alternative method of delivery.
15. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to immediately notify the carrier. In the event of finding any damage to the packaging indicating unauthorized access to the shipment, the buyer is not obliged to accept the shipment from the carrier.
16. The seller issues a tax document - an invoice to the buyer. The tax document is sent to the buyer's email address.
17. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including the delivery costs, but not before taking possession of the goods.
18. The risk of accidental destruction, damage, or loss of the goods passes to the buyer at the moment of taking over the goods or at the moment when the buyer was obliged to take over the goods but failed to do so in breach of the purchase contract.

### **VIII. Rights and obligations of the service buyer and participant**

1. The participant must have reached the age of 17 by the 1st day of the course/camp.
2. By submitting the application, the buyer confirms that the participant is fully physically and mentally fit to ride a bicycle and capable of completing the selected course/camp. The participant's health, fitness and confirmation of non-infectiousness must be demonstrated to the instructor of the Bike License immediately before the start of the Bike License event by the participant or the buyer.

**Association of Professional Instructors and Guides MTB, Registered Association.**

3. The participant is required to have insurance covering all situations and damages, especially for any damage caused by cycling during participation in the selected course/camp. By submitting the application, the buyer confirms that the participant is insured in this regard.
4. The participant must have a properly sized bicycle, adequately equipped, including a bike lock, adjusted for off-road riding, checked by the buyer before participating in the Bike License course/camp.
5. The participant must have a protective cycling helmet, which must be worn and fastened properly throughout the bike ride, along with any other protective gear (e.g., elbow and knee pads, cycling gloves), as well as suitable clothing and footwear (suitable for cycling and weather conditions).
6. The participant participates in the Bike License event at their own risk and danger, must adhere to safety rules, instructions, advice, and recommendations of the Bike License instructors and leaders, comply with them, and prevent risks to their health, other riders, and third parties' property with their behavior.
7. The buyer has agreed to these General Terms and Conditions.
8. The buyer is obliged to pay the price of the course/camp according to the contract.
9. The buyer is obliged to provide the participant with fully functional and suitable equipment.
10. The buyer has the right to request, upon explicit request, that the instructors of the Association of Professional Instructors and Guides MTB z.s check, before the start of the course/camp, whether the participant has suitable equipment and is wearing and fastening the cycling helmet correctly, as well as any other protective equipment.
11. The buyer has the right to information about the course/camp's progress and any problems that may arise.

By submitting the application, the buyer declares, confirms, and acknowledges that:

- i. There are no known health obstacles preventing the participant from participating in the course/camp.
  - ii. Acknowledges that the course/camp requires increased physical and mental exertion from the participant, and in this regard, the buyer declares that the participant is prepared for and capable of such exertion.
  - iii. Acknowledges that the sporting activities associated with the Bike License event may involve risks, even with all due professional care, and may be associated with the risk of property and health damage.
  - iv. Assumes full responsibility for the participant's actions and any consequences that may arise contrary to the contract and instructions from Bike License instructors.
12. The buyer undertakes to resolve any disputes with the provider amicably through mutual agreement. In the event that disputes between the buyer and the provider cannot be resolved amicably and the buyer is simultaneously a consumer, the buyer is entitled, within the meaning of § 14 of Act No. 634/1992 Coll., on Consumer Protection, as amended, to seek out-of-court dispute resolution through the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

## **IX. Informed consent**

1. By signing up for the Bike License course, I declare that I am fully aware and understand that off-road cycling is a risky sport that can result in injury and, in extreme cases, death as a result of an accident or fall. During its operation, health complications may also occur in connection with physical activity carried out in a natural environment. There may also be damage to my property or that of others.
2. I understand that the Bike License courses are intensive and place increased demands on the participants' physical and technical readiness. I know the content of the course I want to take, I have responsibly considered my skills and technical and physical readiness so as not to endanger myself or others.
3. I agree that the Association of MTB Instructors and Guides, z.s. is not responsible for injury to health or property that occurs to me as a result of the above-mentioned risks.

## **X. License Validity**

1. **The ITC-B license is valid indefinitely**, and with a subsidy of 150 hours, it fulfills the conditions of retraining.
2. **ITC-D and ITC-C sub-licences are valid for three years**, which can be **extended** by an extension course or completion of a higher level of education (for example, ITC-C for ITC-D holders, etc.)

## **XI. Rights and obligations of the Association of Professional Mountain Bike Instructors and Guides, registered association:**

1. The Association of Professional Mountain Bike Instructors and Guides, registered association, has the right to receive payment for the service.
2. The Association of Professional Mountain Bike Instructors and Guides z.s has the right to require documentation of valid participant insurance, as well as confirmation of the participant's health and non-infectious status immediately before the start of the course/camp. In case the required documents are not provided, the Association of Professional Mountain Bike Instructors and Guides z.s reserves the right, through the instructor, to deny the participant participation in the chosen activity.
3. The Association of Professional Mountain Bike Instructors and Guides, registered association, is obliged to provide 1 trained instructor for the course/camp.
4. The Association of Professional Mountain Bike Instructors and Guides, registered association, is obliged to make every effort to ensure the safety of course/camp participants.
5. Before the start of the course/camp, the Association of Professional Mountain Bike Instructors and Guides z.s will check whether the participant has appropriate equipment and, before the start of the ride itself, will check whether the participant has correctly fitted and fastened the cycling helmet, as well as any other protective gear. At any time (both at the beginning and during the course/camp), the instructor of the Association of Professional Mountain Bike Instructors and Guides z.s is authorized to assess the participant's eligibility (health, psychological, etc.) to participate in the course/camp, and if the eligibility is deemed unsatisfactory and could endanger both the participant and others, then the participant may be excluded from the course/camp. Likewise, a participant may be excluded if they fail to follow the instructions of the Association of Professional Mountain Bike Instructors and Guides, registered association.
6. The Association of Professional Mountain Bike Instructors and Guides z.s is obligated to communicate with the client in case of any problems that may arise during the course/camp.

**Association of Professional Instructors and Guides MTB, Registered Association.**



7. The Association of Professional Mountain Bike Instructors and Guides, registered association, is not responsible for inadequate equipment of the participant. In the case of completely inadequate equipment of the participant, the participant will not be allowed to participate in the course/camp, see below Art. VII. point 3.
8. The Association of Professional Mountain Bike Instructors and Guides, registered association, is entitled to cancel the respective course/camp or part thereof due to unfavorable weather conditions. Likewise, for the same reason, the Association of Professional Mountain Bike Instructors and Guides, registered association, is entitled to adjust the program of the course/camp or the planned routes.
9. The Association of Professional Mountain Bike Instructors and Guides, registered association, reserves the right to unilaterally amend these general terms and conditions.

## **X. Cancellation of the Contract, Cancellation Conditions**

1. The Mountain Bike Professional Instructors and Guides Association reserves the right to withdraw from the contract in case the service fee specified in the contract is not paid. Prior to withdrawing from the contract, it may provide the customer with an additional period for payment. This provision does not affect the agreement on the automatic termination of the contract if the service fee is not paid.
2. The Mountain Bike Professional Instructors and Guides Association reserves the right to withdraw from the contract if the participant fails to provide valid insurance or confirmation of health and freedom from infection.
3. The Mountain Bike Professional Instructors and Guides Association reserves the right to withdraw from the contract in case of completely inadequate or missing equipment of the participant, lack of protective gear, especially a cycling helmet, the Association reserves the right to withdraw from the contract.
4. Cancellation refers to the customer's withdrawal from the contract for reasons other than those prescribed by law.
5. The customer is required to notify the Mountain Bike Professional Instructors and Guides Association of the cancellation electronically by email to the email address specified on the website [www.bikelicence.cz](http://www.bikelicence.cz).
  - a) Based on the cancellation of the order, the following cancellation fee will be charged to the customer:
  - b) Notification of cancellation of the order 30 or more days before the date of the Bike License course/camp: no fee,

**Association of Professional Instructors and Guides MTB, Registered Association.**

- c) Notification of cancellation of the order 29 to 15 days before the date of the Bike License course/camp: 50% of the service fee,
  - d) Notification of cancellation of the order less than 14 days before the date of the Bike License course/camp: 100% of the service fee.
6. In case of injury or acute illness before the course, upon presentation of a doctor's certificate, the participant will be offered a refund of 50% of the participant's fee or a place in another course. In such cases, the provider should be contacted as soon as possible.
  7. If, by mutual agreement between the Mountain Bike Professional Instructors and Guides Association and the customer, the day of the course/camp is canceled due to inclement weather, an alternative date will be proposed for the course/camp.
  8. The Mountain Bike Professional Instructors and Guides Association reserves the right to cancel the course/camp due to force majeure events or events caused by circumstances beyond its control. In such cases, the paid service fee will not be refunded.
  9. The course/camp takes place in all weather conditions. However, the Mountain Bike Professional Instructors and Guides Association reserves the right to cancel the camp if it deems the conditions so severe that they would endanger the safety or health of the camp participants (e.g., strong wind, heavy rain, snow, etc.).

## **XI. Delivery**

Email communication is recognized as a valid means of communication between the contracting parties. An email message is deemed delivered on the day it is sent.

**These terms of service were approved by the provider - the Association of Professional Instructors and Guides of MTB, registered association, on April 1, 2024.**