

# GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are issued by **Active Point Tours, s.r.o.**, with its registered office at Thůnská 1019/32, 40502 Děčín, Company ID No.: 02891972, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem under file No. C 34066 (hereinafter referred to as **"APT"**), and govern the provision of services in the field of sports and other activities defined below (hereinafter referred to as the **"GTC"**).

## 1. INTRODUCTORY PROVISIONS

1. These GTC regulate the mutual rights and obligations between APT and a person interested in renting equipment or participating in the activities defined below (hereinafter referred to as the **"Customer"**) in connection with equipment rental, participation in an activity, or a service agreement concluded between the participant and APT.
2. For these GTC, an **"Activity"** means any sports activity, instruction, course, teambuilding event, or other leisure activity offered or organized by APT.
3. For these GTC, **"Equipment Rental"** means the rental of any sports equipment, materials, devices, or tools used for leisure sports activities from APT's offer.
4. The provisions of these GTC form an integral part of every agreement concluded between the Customer and APT under which APT undertakes to provide services relating to an Activity, Equipment Rental, or to arrange participation in a selected Activity (hereinafter referred to as the **"Service Agreement"**). APT shall not accept any order for an Activity or Equipment Rental in which the participant directly or indirectly excludes the application of these GTC. These GTC form part of all Service Agreements regardless of the manner of their conclusion (in writing, orally, via the website, or by e-mail), provided that the participant has been informed of this fact when agreeing (e.g., by reference in the agreement text, on the issued receipt, by posting at APT premises, etc.).
5. If an Activity or Equipment Rental is ordered for third parties (e.g., corporate events, gift vouchers), the Service Agreement is concluded by the actual participation of the respective participant in the Activity ordered for them. In such a case, the ordering party is obliged to properly inform the participant about these GTC and other instructions issued by APT.
6. Rights and obligations arising from the Service Agreement are primarily governed by these GTC. Deviations are only valid if expressly agreed in the Service Agreement. In the event of discrepancies, the provisions of the Service Agreement shall prevail.
7. APT reserves the right to amend or supplement these GTC at any time. Such amendments shall not affect rights and obligations arising during the validity of the previous version.
8. The legal relationship between APT and the participant shall also be governed by Act No. 89/2012 Coll., the Civil Code, as amended. (Hereinafter referred to as the **"Civil Code"**)
9. By registering, reserving, or purchasing an Activity or Equipment via the website [www.active-point.cz](http://www.active-point.cz), (hereinafter referred to as the **"website"**) signing the Service Agreement, or paying for the selected Activity or Equipment Rental at an APT branch, the participant confirms that they have read and agree to these GTC, including the pre-contractual information, in the version valid at the time of registration.

10. By concluding the Service Agreement, the participant confirms that they are sufficiently aware of their health condition and that it does not prevent them, even partially, from participating in the selected Activity or properly using the rented equipment.

## 2. PRE-CONTRACTUAL INFORMATION

APT informs Customers that:

The provider of Activities and Equipment Rental services is **Active Point Tours s.r.o.**, registered office Thůnská 1019/32, 40502 Děčín, Company ID No.: 02891972; contact details: info@active-point.cz, phone +420 724 006 865.

1. All prices include VAT and all statutory fees.
2. If a Service Agreement is concluded remotely via the website or e-mail and the Customer is a consumer, the Customer has the right to withdraw from the agreement within 14 days from its conclusion, provided that no specific date has been reserved and the Activity or Equipment Rental has not commenced. If a specific date has been reserved or the Activity or Equipment Rental has commenced, the Customer has no right of withdrawal, as these are contracts for leisure services provided on a specific date (§ 1837 of the Civil Code).
3. If the Customer has a complaint, it may be submitted to info@active-point.cz or to the competent Trade Licensing Office or the Czech Trade Inspection Authority.
4. APT is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

## 3. CONCLUSION OF THE AGREEMENT

1. The Service Agreement between APT and the Customer may be concluded in writing or orally at APT branches, or electronically via the website, where the Customer completes an order for a specific Activity or Equipment Rental (for themselves or for a third party in the form of a gift voucher). The agreement may also be concluded implicitly by commencement of participation in the Activity in accordance with Article 1. These GTC form an integral part of every concluded Service Agreement.
2. Via the website interface, the Customer concludes the Service Agreement by selecting the desired Activity or Equipment, completing all required information, confirming acceptance of these GTC, and submitting the order. By submitting the order, the Customer acknowledges the obligation to pay the price and that participation is only possible after full payment. Once confirmed (accepted) by APT, the order becomes binding and irrevocable. APT considers the information provided in the order to be correct.
3. A Service Agreement not concluded at an APT branch is deemed concluded at the moment APT accepts the order and confirms it to the Customer by e-mail. In the event of capacity limits or other serious reasons, APT is entitled to reject the order. If payment has already been made, APT shall refund the amount within 7 days.
4. The offer of Activities or Equipment published on the website or in promotional materials does not constitute a binding offer; only the properly completed order does.
5. The location of the activity or rental is determined by APT, unless the location is specified in advance in the offer for the activity or rental, or the customer is given a choice of locations.
6. The time of the activity or rental is agreed between the contracting parties by telephone or e-mail after the customer has paid the full price of the activity or rental.
7. Transport is included only where expressly stated. Additional transport may be ordered individually.



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## 4. PRICE AND PAYMENT TERMS

1. Activities and Equipment Rental services are provided for a fee, which must be paid before their commencement. The payment method is chosen by the participant when placing the order or agreed upon individually with APT. A gift voucher becomes valid only upon full payment of its price.
2. Prices for Activities and Equipment Rental are determined by APT's price list published on the website. Prices include VAT. The price agreed in the Service Agreement shall always be binding for the participant. APT reserves the right to amend the price list at any time; such amendment shall not affect already concluded agreements.

## 5. GIFT VOUCHERS

1. A gift voucher issued by APT entitles the person identified therein to participate in an Activity or Equipment Rental, provided that all conditions applicable to the given Activity or Equipment Rental are fulfilled. The voucher identifies the entitled person by the order number assigned at purchase. APT may require additional identification details if necessary for participation. Gift vouchers are issued to the bearer.
2. A gift voucher is valid until the date stated on it. If the holder does not book and complete the Activity or Equipment Rental within the voucher's validity period (12 months from purchase and payment), the right to participate expires without entitlement to compensation.
3. The extension of gift vouchers purchased directly from APT is possible. The fee is CZK 400 for a 7-month extension and CZK 600 for a 1-year extension.

## 6. GENERAL RULES FOR ACTIVITIES

1. APT may change the location or other conditions of an Activity or Equipment Rental, provided that the essential parameters are maintained. The Customer shall be informed without undue delay by e-mail or other appropriate means.
2. For serious reasons (particularly unsuitable weather conditions or force majeure events such as outbreaks of infectious disease, restrictions on access to certain areas, floods, fire, strikes, reasonably unforeseeable technical failures, etc.), APT may cancel the Activity or Equipment Rental and, where possible, offer an alternative date. The Customer shall be informed without undue delay by e-mail or telephone. If the Customer cannot attend any proposed alternative date, or if the Activity cannot be rescheduled due to its nature, the Customer is entitled to a refund of the price paid (or the unused portion if cancellation occurs after commencement). APT shall not be liable for any additional damages or costs incurred.
3. If an Activity or Equipment Rental can only be provided as a whole and cannot be divided into time segments (e.g., via ferrata ascent), commencement shall be deemed full provision of the service.
4. If an instructor is unable to attend due to illness or other absence, APT may replace them with another instructor of equivalent qualification.
5. If the Customer fails to attend a reserved Activity or Equipment Rental, they are not entitled to a substitute date, refund, or compensation. The paid price covers preparation and related costs already incurred.

## 7. RULES FOR EQUIPMENT RENTAL

1. Collection and return of rented equipment take place during the opening hours of Active Point Děčín and Kemp Děčín.

2. Equipment is rented based on a Rental Agreement pursuant to Section 2193 et seq. of the Civil Code, concluded upon handover.
3. The Client must return the equipment in the condition in which it was received, on time, and to the original place of collection.
4. In case of damage or excessive soiling, the security deposit shall be reduced by the cost of damage or cleaning according to the current price list. In case of worn-through tires on bicycles, scooters, or similar equipment, a fee of CZK 1,000 shall be charged.
5. After proper return, the deposit shall be refunded in full using the original payment method: immediately in case of cash payment, or within 24 hours in case of bank transfer.
6. The deposit can be replaced by "**Damage Coverage**", which can be arranged when booking equipment on the APT website. If the rented equipment is accidentally damaged during the activity and the customer has damage insurance, APT will cover the damage to the equipment up to CZK 7,500 and will arrange for the customer to have the equipment transported and replaced in the field within 2 hours of receiving information about the damaged equipment, if technically possible. Loss or theft of equipment is not covered by this policy.

## 8. CANCELLATION POLICY

1. The Customer may cancel participation under the following conditions:  
If cancellation occurs at least 24 hours before the scheduled Activity or Equipment Rental, the Customer is entitled to a 100% refund. For group reservations, cancellation must occur at least 7 days in advance.  
In case of serious illness or injury preventing participation, documented by an original medical certificate, the Customer is entitled to reschedule free of charge. If the health obstacle demonstrably lasts longer than 3 months, the Customer is entitled to a 100% refund.
2. The above does not apply to Activities or Equipment Rentals held exclusively on a precisely fixed date. In such cases, rescheduling or cancellation is not possible.
3. Cancellation does not constitute withdrawal from the Service Agreement. Specific Activities or Rentals may have individual cancellation conditions, which shall prevail.
4. The Customer is entitled to two free date changes. A third and each subsequent change is subject to a fee of CZK 500.

## 9. ADDITIONAL PROVISIONS

1. Before commencing activities or rentals, APT may request verification of the identity of the person who has arrived to participate. Without identity verification, it is not possible to provide certain activities, which the customer acknowledges and undertakes to inform the persons whose identities are stated in the order. Identity is proven by presenting a valid ID card, driver's license, or passport. If, as a result of failure to meet the identification condition, the activity or rental is not provided, the participant is not entitled to any compensation.
2. The customer or the voucher holder designated by the customer participates in all activities or rentals exclusively at their own risk. The customer must assess for themselves whether they are medically and physically fit to safely perform the selected activity or rental. Information about any restrictions that may apply to certain activities offered (e.g., age, health and physical fitness, or a requirement for a medical examination) is provided in the information included in the description of each activity or will be communicated to participants verbally before the start of the activity or rental.

3. If the customer finds that their health condition does not allow them to continue participating in the activity or rental, or that such continuation could endanger their health condition, they are obliged to immediately notify APT and immediately terminate their participation in the activity or rental.
4. During the activity or rental, the customer is obliged to comply unconditionally with the instructions of APT, its instructors, and other persons providing services to customers on behalf of APT. Otherwise, APT is entitled to exclude the customer from participating in the activity or rental without the customer being entitled to any compensation.
5. APT will refuse to allow a participant to take part in an activity or rental if the participant or other persons accompanying them are under the influence of alcohol or drugs immediately before the start of the activity or rental. In this case, the customer is not entitled to any compensation.
6. Persons under the age of 18 may participate in activities or borrow items only with the express consent of their parents or legal guardian. In justified cases, especially for persons under the age of 15, it is necessary to ensure, at the participant's expense, the accompaniment and supervision of an adult approved by their legal guardian.
7. The customer acknowledges that activities or rentals may be documented by an APT photographer or videographer. The customer further acknowledges that photographs or videos showing groups of customers and not containing their identification may be published on the APT website or in other APT promotional materials.

## 10. LIABILITY FOR DAMAGES

1. APT is liable to customers for damage to health or property if such damage was caused by APT representatives intentionally or as a result of negligence and in connection with an activity or rental.
2. APT is not liable for any damage to health or property caused by the customer intentionally, through negligence, carelessness, or overestimating their physical condition.
3. APT is not liable for any damage to health or property incurred by the customer as a result of failure to follow the procedures or instructions of APT or its instructors.
4. The customer is liable for any damage caused to APT or any third party in connection with their participation in the activity or rental.

## 11. WITHDRAWAL FROM THE AGREEMENT

1. In the event of a gross breach of the customer's obligations set out in these GTC or in the activity or rental agreement, APT is entitled to withdraw from the activity or rental agreement with immediate effect. In such a case, the customer is obliged to pay APT a contractual penalty equal to the price of the unused part of the activity or rental. The claim for a contractual penalty under the previous sentence shall be offset against any claim by the customer for a refund of the price of the unused part of the activity or rental. This agreement on a contractual penalty does not affect any claim by APT for compensation for damage caused by the customer.
2. The customer has the right to withdraw from the activity or rental agreement in the event of a gross breach of APT's obligations arising from these GTC or from the concluded activity or rental agreement. A gross breach of obligations is considered, among other things, to be the cancellation of a specific activity or rental on the agreed date for reasons other than the serious reasons specified in Article 9.1, without a new date being set within a reasonable additional period (at least 14 days). In such a case, the customer is entitled to a refund of

the price paid for the activity or rental, or the price of its unused part, if the withdrawal occurs after the start of the activity or rental.

3. If a contract for an activity or rental is concluded remotely via a website or email and the customer is a consumer, they have the right to withdraw from the contract for the activity or rental without giving a reason within 14 days of concluding the contract, provided that the date of the activity or rental has not been reserved and participation in the activity or rental has not commenced. If a specific date has been reserved or the activity has commenced, the participant does not have the right to withdraw from the contract, given that these are contracts for the use of the customer's free time, which are provided on a specific date (see Section 1837 of Act No. 89/2012 Coll.).

4. If the customer legitimately withdraws from the contract for an activity without giving a reason before booking the date of the activity, the price will be refunded to the customer. Withdrawal from the contract is effective at the moment when the withdrawal is received by the other contracting party.

## 12. PERSONAL DATA PROTECTION

1. Information on the protection of personal data of customers who are natural persons is provided in a separate document below.

2. This information on personal data protection forms an integral part of these GTC.

3. The customer is obliged to provide their personal data in a truthful manner and to inform APT of any changes to their personal data without undue delay.

4. If the information marked as mandatory is not provided or is provided incorrectly, APT will not be able to fulfill its obligations under the activity or loan agreement, and it has the right to withdraw from the activity or loan agreement and bears no responsibility in this regard.

## 13. FINAL PROVISIONS

1. Unless otherwise agreed, all correspondence between the customer and APT must be delivered to the other party by email or in writing via a postal service provider (at the sender's discretion). Correspondence to the customer is delivered by email.

2. All texts, illustrations, and photographs contained in APT materials and on the APT website are subject to copyright and may not be copied or used without the express written consent of APT. Photographs used in informational materials (including internet presentations) for individual activities are for informational and illustrative purposes only; machines, equipment, tools, people, and surroundings may differ in reality. If the same technical functionality of the item necessary or associated with the provision of the activity or loan is ensured, it is not a defect in performance if the activity is provided with an item or in an item different from that shown on the website.

3. In the event of a dispute between a consumer and APT, the consumer may also use the option of out-of-court dispute resolution. In such a case, the consumer buyer may contact the out-of-court dispute resolution body, which is the Czech Trade Inspection Authority, and proceed according to the rules set out there (see [www.coi.cz](http://www.coi.cz)).

4. If any provision of the GTC is or becomes invalid, ineffective, or void, it shall be replaced by a provision whose meaning is as close as possible to that of the invalid, ineffective, or void provision. The invalidity, ineffectiveness, or voidness of one provision shall not affect the validity and effectiveness of the other provisions.

These Terms and Conditions are valid from February 18, 2026.



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