

General terms and conditions for ŠENKÝR MOTORSPORT

Terms of Service

1. Scope

1.1 These conditions apply to contracts for the organization and realization of events, meetings, incentives, conferences and trips, as well as all related services and supplies of the company ŠENKÝŘ MOTORSPORT s. r. o. (hereinafter referred to as ŠM) and its contractual partners, other representatives, subsidiaries and branches used by ŠM for this purpose.

1.2 Any deviating general terms and conditions, regulations or other customer specifications are hereby contravened. Deviations from these conditions are binding for ŠM only if it has been expressly agreed in writing.

2. Conclusion of contract, partners and liability

2.1 The contract is concluded when ŠM accepts the customer's application (confirmation).

2.2 The scope of the contractual service is bindingly derived from the description of the selected service in the offer and from the information provided when confirming the action/invoices related to it. Other prospectuses and sources of information are not relevant. ŠM employees are not authorized to make verbal agreements.

2.3 ŠM is responsible for its obligations arising from the contract. This liability is limited to performance deficiencies that are based on intent or gross negligence on the part of ŠM, except in the area typical of performance. This limitation does not apply to damages resulting from injury to life, health, or damages that are caused by intentional or negligent breach of duty, including by a legal representative or a representative from the circle of persons exempted from liability. In addition, the customer is obliged to inform ŠM in due time about the possibility of an extraordinary damage.

2.4 Third-party services from other companies, which are explicitly described in the offer as mediated on behalf of third parties, are not subject to the liability of ŠM. In the case of such mediation, liability for errors of mediation is excluded, unless it is intentional or grossly negligent.

3. Services, prices, payment, change of reservation

3.1. ŠM is obliged to provide the services ordered by the customer and promised by ŠM.

3.2. The customer is obliged to pay the agreed prices for these services to ŠM immediately after invoicing. This also applies to the services and expenses of ŠM to third parties in connection with the event. Deviating maturity only applies if it was agreed separately and exclusively in writing. There is no obligation to provide benefits for unpaid services. ŠM is entitled to cancel the reservation in case of late payment and after expiration of a reasonable grace period and to charge the resulting damage.

3.3. Upon receipt of the written confirmation 100% of the price is due.

3.4. The agreed prices are increased by the relevant statutory value added tax. If the time between the conclusion of the contract and contract fulfillment exceeds 6 months and if the price generally charged by ŠM for such services increases, the agreed price can be increased appropriately, but not more than by 15%.

3.5. Invoices from ŠM are payable within 14 days after receipt of the invoice without deduction, unless otherwise agreed in writing in advance.

3.6. ŠM is entitled to demand reasonable deposit at any time. The amount of the deposit and payment terms are agreed in writing in the contract.

3.7. If, at the customer's request, the event date is changed after the event has been booked within 30 days before the event date (rebooking), ŠM is entitled to charge a processing fee of EUR 15.00 per participant.

4. Compensation

ŠM reserves the right to add several claims from different orders and to offset them against each other.

5. Extra costs

Services, the provision of which is not the subject of the contract, but are provided as part of the implementation of the event at the customer's request, will be invoiced separately after the event.

6. Withdrawal of ŠM

6.1. If the invoice is not paid even after the deadline specified in the contract or after a written warning with the threat of rejection, ŠM is entitled to withdraw from the contract.

6.2. ŠM is also entitled to withdraw from the contract for an objectively justified reason, for example if:

- force majeure or other circumstances for which ŠM is not responsible make it impossible to fulfill the contract;

- Events are booked with misleading or false information about material facts, eg customer or purpose;
- ŠM has reasonable grounds to believe that the event may jeopardise the smooth running of the business or the safety or public reputation of ŠM.

6.3. ŠM must immediately inform the customer about exercising the right to withdraw from the contract.

6.4. In case of withdrawal, the customer has no right to compensation from ŠM.

6.5. If the ŠM company withdraws from the contract due to a breach of these General Terms and Conditions, the ŠM company is entitled to charge for the agreed services.

7. Withdrawal of the customer

7.1. If the customer withdraws, ŠM is entitled to invoice the agreed services in full, if further rentals are no longer possible.

7.2. If canceling up to 60 days before the start of the event, the customer does not pay any cancellation fees. When booking through a third party, a 30% cancellation fee applies from the day of booking.

- For cancellations between the 59th and 30th day before the start of the event, cancellation fees amounting to 50% of the order sum are due.
- For cancellations from the 29th day before the start of the event, cancellation fees of 90% of the order sum are due.
- For cancellations from the 7th day before the start of the event or for no-shows, cancellation fees amounting to 100% of the order total are due.

8. Jurisdiction/Governing Law

This contract is subject to Czech law. The Czech Republic shall be the place of jurisdiction for all disputes arising from or in connection with the services provided by ŠM. This agreement on the place of jurisdiction shall also apply if the party against whom legal proceedings are conducted has moved its residence or place of habitual residence outside the scope of this Act after the conclusion of the contract, or its residence or habitual residence is unknown at the time of the conclusion of the contract. the lawsuit is filed. The ineffectiveness of part of these terms and conditions does not affect the effectiveness of the remaining provisions.

9. Conditions of participation and use

The aim of participating in an event organized by ŠM is to improve the participant's personal driving skills and not to achieve top speed or best times.

9.1. The participant assures that he is the holder of a valid driver's license for the relevant class of vehicle and undertakes to allow the organizer to check it upon request. The Participant also ensures that the vehicle he drives is his property or that the owner agrees to the vehicle's participation in the event.

9.2. ŠM is entitled to exclude from further participation in the course a participant who, despite a warning, does not respect the rules of participation.

9.3. Helmets, seat belts and the obligation to comply with sound regulations and track rules are mandatory during training runs on training grounds/training tracks. ŠM reserves the right to exclude a participant who does not respect these rules from the further course of the driving part of the event.

9.4. During the course, it is necessary to follow the instructions of the ŠM instructors for the sake of safety. In case of violation of the instructions, especially in cases of danger to persons and property, the participant may be excluded from the driving part of the event. Again, it is explicitly emphasized that the aim of the course is not to achieve the fastest speed or the best lap time.

9.5. Alcohol is strictly prohibited throughout the course! ŠM reserves the right to exclude from the riding part of the event any participant who has reasonable suspicions that their ability to drive is limited or that they are not fit to drive (e.g. consumption of alcohol, drugs or medication).

9.6. ŠM reserves the right to postpone, interrupt or cancel the agreed course for important reasons for the safety of the participants.

9.7. In case of non-participation or exclusion of the participant from the reserved course for reasons related to the participant's non-compliance with the rules, there is no right to a refund of the prize, the right to the prize is retained by ŠM.

9.8. ŠM and its representatives are liable for damage caused to the participant only if the damage was caused intentionally or due to gross negligence. This limitation of liability does not apply to damages resulting from injury to the body, health or life of the participant who followed the instructions of the instructors.

The escort participates in the event at their own risk. The participation of accompanying persons in the exercises is not allowed. The minimum age of accompanying persons is 12 years. Animals are not allowed at ŠM events.

Their legal representatives are responsible for minors at all ŠM events, without exception.

ŠM is not liable for damages caused by the participants themselves. The participant is responsible for damage caused by the participant on the race track (e.g. fee for repairing barriers, sweeping due to leaving the paved part of the race track).

9.9. If, at the express request of the participant, the participant's vehicle is driven by an instructor from the ŠM company and this causes damage, the ŠM company and the instructor are not responsible regardless of the degree of fault. This does not apply in the case of gross negligence or intent.

9.10. Participants and persons accompanying the event agree that ŠM may take photos, audio and film recordings of the event. ŠM is entitled to use this material free of charge, especially for advertising purposes.

9.11. At the beginning of the event, the participants are obliged to attach the starting numbers issued to the participant's vehicle in a clearly visible manner according to the instructions of the ŠM company and to remove them from the vehicle after the end of the event, at the latest when leaving the circuit or another practice area.

9.12. If the participant is provided with a vehicle from ŠM for use and participation in the course, the following conditions apply: Any other use of the vehicle of any kind is prohibited. Regarding the vehicle data, the findings and information in the transfer protocol apply. The participant is obliged to handle the vehicle gently and carefully. The Participant is responsible for damage to the vehicle, regardless of whether it was caused by fault or not, and which occurs after it is handed over to the Participant until it is returned.

Damages caused by normal wear and tear are excluded. The amount of the price for the rented vehicle is described on the ŠM website for the relevant event program and is indicated in the vehicle rental agreement and confirmed by the signatures of the lessor and the lessee. In the event of damage, the participant pays for the resulting damage. In the event of a vehicle accident, ŠM is not obliged to provide a replacement vehicle. If the delivered vehicle breaks down due to a technical fault that was not the fault of the participant, ŠM will endeavor to provide a replacement vehicle for the duration of the event.

Conditions of participation and use of vehicles borrowed from ŠM - are known to me, are accepted by me and become part of the contract by my reservation / signature.

9.13 The conditions of participation and use, as well as the general conditions and cancellation conditions will be recognized at the time of booking.

9.14. ŠM acts as an intermediary for the organization of travel, vehicle transport and accommodation and assumes no responsibility for services provided or not provided by partners and racing circuits.

In the case of reserved hotel rooms, rented cars and other additional travel services, ŠM acts only as an intermediary and cannot under any circumstances be held responsible for services provided by third parties that are not provided or are not satisfactory. In this case, the contractual partner is a travel agency/online travel agency, hotel, airline, car rental company, etc.

In the case of car transport, the carrier acts as a direct contractual partner. ŠM only assumes the function of an intermediary and disclaims any responsibility for damage to the vehicle, services not provided, failure to meet the delivery date, etc.

The general business and insurance conditions of the individual racecourses also apply to the services provided at the individual racecourses.

ŠM acts only as an intermediary and does not assume any responsibility for the storage of vehicles in garages or boxes located on individual race tracks.

The insurance conditions of the individual racetracks are binding and must be followed.

The prices for the ordered service and the services provided at all racecourses do not include the applicable statutory VAT. A price list including the 21% VAT currently valid in the Czech Republic is available on request.

Driving on the route is possible for minors from the age of 16 and only with a ŠM coach. Solo driving is strictly prohibited. Legal representatives of minors bear 100% responsibility for damages caused to property and persons. ŠM assumes no responsibility, even if the ride with a ŠM coach has been authorized by ŠM. By signing, the legal representatives assume full responsibility for the minor and his actions.

Since ŠM does not rent the entire area of the racecourse, there are no general access restrictions for persons. The customer is responsible for his property and safekeeping, ŠM assumes no responsibility. There are no claims for compensation in case of damage, loss or theft.

11. Imprint

ŠENKÝŘ MOTORSPORT s.r.o.

Hroznová 95/41

603 00 Brno

ID: 04623240

VAT number: CZ04623240

C 91012 held at the Regional Court in Brno

Delivery address

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Vintrovna 5a

664 41 Popůvky

+420 602 711 474

motorsport@senkyr.cz

Right to withdraw from the contract

The customer has the right to withdraw from this contract within 14 days without giving a reason. The notice period is 14 days from the date of conclusion of the contract.

In order for the customer to exercise his right to withdraw from the contract, Šenkýř motorsport, Hroznová 95/41 60300 Brno, tel. +420602711474, email: info@senkyr.cz, must send a clear statement (declaration with a letter sent by post or e-mail) about your decision to withdraw from this Agreement.

In order to comply with the withdrawal period, it is sufficient if the customer sends a message regarding the exercise of the right to withdraw from the contract before the expiry of the withdrawal period.

Consequences of appeal

If the customer withdraws from this contract, ŠM is obliged to return to you all payments received from the customer, including delivery costs (with the exception of additional costs resulting from the fact that the customer chooses a different type of delivery than the Standard offered by the company) and that immediately and no later than fourteen days from the day the company received the notice of cancellation of this contract. The customer will not be charged for this installment. ŠM may refuse a refund until the returned goods are received or the customer provides proof that the goods have been returned.

The customer does not have to return or hand over the goods immediately and in any case no later than 14 days from the day on which he informs about the cancellation of this contract. The deadline is met if the customer sends the goods back before the expiry of the 14 day period.