

**General terms and conditions of a trust:**  
**Nádej, located at: Blumentálska 22, 81107 Bratislava, CRN:5004048,**  
**Represented by: Martin Paal- chairman**

(further in the text also as “trust”)

**Initial terms**

1. General terms and conditions of Trust of the civil association Nádej (here and after referred to as “Nádej”) introduces rules and conditions of the rental of SEGWAY vehicles, their use, behaving with them and carrying out of other activities associated with them through active presentation of the cultural heritage and sights of Slovakia specially Bratislava (here and after referred to as “GTC’s”).
2. Every single customer interested in going in a SEGWAY ride (here and after referred to as “SEGWAY TOUR”) is bound to read these GTC’s and sign a declaration agreeing to his understanding of the wording and the content of the GTC’s.
3. GTC’s are freely available to insight on the website [www.bratislavasegway.sk](http://www.bratislavasegway.sk)

**Article I.**

**Definition of terminology**

1. SEGWAY is a gyroscopic two-wheeled vehicle.
2. Customer is anyone who decides to use the services associated with the SEGWAY rental in purpose of acquaintance of the cultural heritage in Slovakia, respectively in Bratislava.
3. The Provider of the SEGWAY TOUR services and activities associated with it is Nádej identification details of which are described in the header of these GTC’s.
4. SEGWAY TOUR is considered to be a tour around the city of Bratislava.
5. Damage is considered as any form of depreciation of the SEGWAY vehicles.
6. Fault is considered to an action made by the customer causing damage to the SEGWAY vehicles (unintentional actions and coincidences are included )
7. A defect is considered to be any technical or physical defect that causes inability to use the SEGWAY for its default purpose. The customer is obliged to inform the Provider of any technical or physical defects of the SEGWAYS without delay.
8. The purpose of providing SEGWAY TOUR is the active development of tourism and presentation of Slovakia culture and the country ion itself to foreigners and tourists.

**Article II.**

**Approach on taking use of the provided service**

1. The provider provides the SEGWAY TOUR services with the purpose of presentation of the Slovak and Bratislava cultural heritage.
2. The provider provides the SEGWAY TOUR services during working days, weekends, holidays according to reservations. There is a differentiation between three types of SEGWAY TOUR services.

3. During the SEGWAY TOUR and other activities associated, the customer is obliged to follow the training and instructions of authorised staff that are fulfilling their tasks with due professional care on behalf of Nádej.
4. The provider render the SEGWAY TOUR services and activities associated during working days, weekends and holidays. The provider is obliged to provide the SEGWAY TOUR services for the designated length of the tour and the number of customers.
5. The provider is authorised to charge a fee for the above mentioned service. The fee is considered to be a donation for Nádej and its purpose of use will be in accordance with the purpose of activities described in the chart of Nádej.
6. The customer is allowed to reserve a SEGWAY TOUR personally in the official seat of Nádej or via website [www.bratislavasegway.sk](http://www.bratislavasegway.sk)
7. The customer pays for the rendered SEGWAY TOUR services by credit/debit card either using internet banking or the website [www.bratislavasegway.sk](http://www.bratislavasegway.sk), or by using the POS terminal directly at the official seat of Nádej. The fee payed by the customer is calculated according to the price list describing different kinds of services provided and in accordance with the period of time the service is used. for
8. The SEGWAY vehicle does not serve as a mean of transportation on roads/highways. Agreeing on the terms of GTC', the customer confirms his awareness of the possible consequences in case of becoming part of the traffic. In the case that the customer does become part of the traffic, he will be subject to the appropriate provisions of the Act no.8 / 2009 Z. z regulating road traffic as amended.

### **Clause III.**

#### **Rights and obligations of the Provider**

1. The Provider is obliged to render services associated with SEGWAY TOUR with due professional care.
2. The Provider is obliged to act and avoid any kind of actions, which can cause injury or other harm of the human body or health.
3. The Provider is obliged to make the Customer aware of the the GTC's and other information of importance related to the SEGWAY TOUR services.
4. The Provider is entitled charge a fee for the use of the mentioned services according to the price list of Nádej, assuming that the Customer agrees that this fee will be a donation to Nádej for the purposes of its activities.
5. The provider has the right for an indemnity in case of any damage caused on the SEGWAY vehicles, except in the case that this damage is caused by the Provider, or due to the provision of inadequate training and instructions.
6. The Provider is obliged to inform about the cancelation of the SEGWAY TOUR at least 24 hours before the estimated time of its start. The Provider is also obliged to inform of any technical or physical defects of the SEGWAY vehicles.

7. The Provider is obliged to inform of all changes regarding the SEGWAY TOUR services and associated by contacting Nádej by email, telephone, or personally at the seat of Nádej.
8. The Provider has the right to charge a 50% cancellation fee of the total SEGWAY TOUR price calculated in case of cancellation being applied less than 24 hours before the beginning of the tour.
9. The Provider will not provide the SEGWAY TOUR service to the Customer in the case of reasonable suspicion that the Customer is under the influence of drugs or any other chemicals, or in the case of suspicion of any possible damage to be caused to the SEGWAY vehicles.
10. The Provider provides the SEGWAY TOUR services regardless of the weather and climate conditions during the tour, except of the cases when there is a possibility of damaging to SEGWAY vehicles, injury of the Customer.

#### **Clause IV.**

#### **Rights and obligations of Customer.**

1. At the moment the payment is processed, the Customer has the right to use the SEGWAY TOUR services for the time agreed upon the agreement and according to the prices set in the price list.
2. The Customer has to be present at the estimated time at the address of the seat of Nádej, or at a place designated by the Provider in order to successfully take part in the SEGWAY TOUR.
3. The Customer is obliged to compensate any damages due to his actions on the SEGWAY vehicles, regardless of the cause of the damage..
4. The customer has the right to select an alternative date, provided that the date was canceled because of Art. IV para. 9. The customer is entitled to a discount from the set price in case the Provider cancels the agreed date.
5. Provided that the Customer cancels the order within less than 24 hours before the start of the SEGWAY TOUR, he is obliged to pay the fee for cancellation of order defined as cancellation fee, at the range of 50 % of the SEGWAY TOUR price.
6. The Customer has the right, in case of agreeing on terms of change with the Provider, to change the dates of the SEGWAY TOUR.
7. It is forbidden to take drugs or any other intoxicating substances during the SEGWAY TOUR.
8. The customer is obliged to use the SEGWAY device with due professional care and in accordance with guidelines and instructions of authorised staff. The customer is obliged to refrain from actions that could lead to causing any damage.
9. In case of delay with the services provided caused by the Provider, the customer has the right to get a reasonable discount.

## **Clause V**

### **Conditions and the method of making claims**

1. In case of the SEGWAY vehicle becoming impossible for the original use and this is not caused by the fault of the customer during the time of the rental, the Customer has the right to exchange the SEGWAY vehicle. Provided that the provider does not have spare SEGWAY vehicle, he is obliged to return the Customer remuneration paid at a pro rata basis.
2. The customer is obliged to file a claim without delay after the resulting defect on the SEGWAY vehicle noticed.

## **Article VI.**

### **Protection of personal data**

1. The provider is obliged to process personal data of customers, which are considered as confidential and has to follow the provisions stated in the Act. 122/2013 Z.z. on the protection of personal data and on amendments and additions to some acts.
2. The Provider is entitled to process personal data of customers, provided that he is granted a consent for the particular purpose of processing.

## **Article VII.**

### **Final terms**

1. In case any of the provision of GTC' becomes unenforceable or ineffective as whole or partly, the reminding parts of the GTC's will be considered as effective. These GTC's shall be governed by and construed in accordance with the laws of the Slovak Republic and will be the subject of the exclusive jurisdiction Slovak courts.
2. GTC's are fully governed by the law of the Slovak Republic, even if the customer is not a citizen of the Slovak Republic.
3. Relationships that are not regulated by the GTC's shall be governed by the law of the Slovak Republic, especially Act. 40/1964 Coll. Civil Code, as amended.
4. The provider is entitled to change the GTC's. The Provider is obliged to publish the new GTC's on its website [www.bratislavasegway.sk](http://www.bratislavasegway.sk). The new GTC's take effect 30 days after the day of publishing on the above website.
5. These GTC's become valid and effective on April 15, 2016.