

## **GENERAL TERMS AND CONDITIONS**

Play Day s.r.o.

IČ: 059 94 039

Registered Office: Nad Lesem 326/53, 147 00, Prague 4

(referred to as the "Lessor")

### **Introductory Provisions**

These General Terms and Conditions for the lease of items (hereinafter referred to as "Terms") apply to all contracts related to the lease of items concluded between the Lessor and natural or legal persons as lessees (hereinafter referred to as "Lessees").

These Terms define and specify the rights and obligations of the Lessor and Lessee and are an integral part of all Lease Agreements and their accessories (hereinafter referred to as the "Agreement"). The Agreement is concluded in accordance with Section 2201 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended. The purpose of the Agreement is to enable the Lessee, for a fee, to use a specific item or set of items (hereinafter referred to as the "Rental Object") owned by the Lessor for short or medium-term use.

The wording of the Agreement itself takes precedence over these Terms. These Terms complement the wording of the Agreement and apply in areas of the legal relationship where the Agreement lacks independent regulation.

The Lessee declares and guarantees that:

- They are fully capable of legal acts.
- They have thoroughly acquainted themselves with these conditions before using the services, fully understand them, and agree to them.
- They will use the services only for the purpose for which they are intended.
- They will not engage in any illegal or unethical behavior in connection with the use of the service.
- The Lessee is obliged to follow the "Instructions for using the tree house" (sent after reservation), safety instructions, and the Civil Code.

### **Booking Procedure and Conclusion of Lease Agreement, Payment Conditions**

The Lessor offers the lease of the item (Tree House) and related services to lessees through the website [www.posednadlesem.cz](http://www.posednadlesem.cz). The offer is valid for the period and under the conditions specified, with the Lessor reserving the right to unilaterally change or specify the specific conditions of the offer before concluding the Agreement.

The lease agreement is concluded through an electronic reservation form on the website [www.posednadlesem.cz](http://www.posednadlesem.cz). By submitting the order to the Lessor, the lessee confirms that they have

fully acquainted themselves with these Terms, agree with them, and recognize them as conditions and an integral part of the lease agreement.

The Lessee is obliged to complete the details in the reservation form completely and truthfully, and no further or different changes are possible after its submission via the reservation form. The Lessor reserves the unlimited right to reject the order without stating a reason. The Agreement is concluded at the moment when, based on the written confirmation of the order by the Lessor, the Lessee pays the total rental and service price. Upon payment, the Lessee receives a confirming email describing the handover of the rental item to the Lessee and the return instructions after the end of the rental period.

Unless otherwise agreed in the Agreement, the Lessor is entitled to rent for the rental object for each, even partially started, day of the rental relationship.

The Lessee has the right to cancel the tree house rental at any time, i.e., withdraw from the confirmed reservation request for using the item under the following conditions. This Lessee's withdrawal must be made in electronic form to the email [info@posednadlesem.cz](mailto:info@posednadlesem.cz).

**Cancellation conditions are as follows:**

- Up to 16 days before arrival: 0% of the total amount
- 15 days or fewer before arrival: 50% of the total amount
- 14–0 days before arrival: 100% of the total amount

**Ownership and Use of the Rental Object**

The Lessee is obliged to cover all costs associated with the disposal of damage that occurred to the rental object or in connection with its operation during the rental period if the agreed General Conditions and Instructions for using the tree house are not observed, and the Lessee does not comply with the general preventive obligation to prevent damage.

The Lessee must pay for any damage that occurs to the Rental Object during the rental period in full. Making a fire outside the designated fire area is prohibited. The fire must be extinguished by pouring water into the fire area. Making a fire inside the tree house or cooking on a gas stove is also prohibited.

The Lessor is obliged to maintain the Rental Object in a condition suitable for proper use throughout the duration of the contractual relationship. The Lessee is obliged to immediately inform the Lessor of any defects and damage to the Rental Object and tolerate usage restrictions necessary for the repair of the Rental Object. If the Lessee breaches this obligation, the Lessee is liable to the Lessor for damages caused by late notification of the defect.

Without the prior consent of the Lessor, the Lessee is not entitled to sublet the Rental Object or in any other way allow a third party to use it. The Lessee may not pledge the Rental Object to another person or dispose of it in a way that would lead to the exclusion or limitation of the Lessor's exclusive ownership rights.

The Lessee must use the Rental Object in a manner and to the extent determined by the nature of the equipment, technical conditions, operating instructions, and applicable standards and regulations for the operation of the Rental Object. The Lessee is not liable for normal wear and tear caused by

proper use of the Rental Object. Upon request by the Lessee, the Lessor is obliged to explain the operation and maintenance of the Rental Object. If the Lessee does not request this explanation from the Lessor, it is assumed that the Lessee is properly familiar with these procedures.

Without the prior written consent of the Lessor, the Lessee is not allowed to make any modifications to the Rental Object. The Lessee is also not entitled to demand compensation from the Lessor for costs incurred for modifications to the Rental Object made without the Lessor's consent. The Lessor is also entitled to require the Lessee to remove modifications to which the Lessor has not given consent and to restore the Rental Object to its original condition at the Lessee's expense.

### **Final Provisions**

The Agreement becomes confirmed and concluded at the moment when the Lessee pays the total rental price. The Agreement terminates for the following reasons:

- Expiry of the agreed rental period and return of the Rental Object.
- Breach of the Lease Agreement, these Terms by the Lessee.
- For reasons specified by law.

These Terms, within the meaning of Section 1751 et seq. of the Civil Code, regulate the procedure for concluding the Agreement, form the content of the Agreement, and are an integral part of the lease agreement concluded between the Lessee and the Lessor. If any individual provision of these Terms is found to be invalid, it is fully separable from the other provisions of these Terms, and such invalidity shall not affect the validity and enforceability of any other provisions of these Terms. In other matters not regulated by these Terms, the Lessee and the Lessor undertake to comply with the laws of the Czech Republic.

These Terms come into effect on January 1, 2024.