

SKOLNITY SKI & BIKE PARK RENTAL SHOP REGULATIONS

§ 1.

General Provisions

1. These regulations ("Regulations") set out the rules of use, conditions, scope of rights and responsibilities of persons using the Skolnity Ski & Bike Park bicycle rental shop operated by Skolnity sp. z o.o. with its registered office in Wisła, 43-460 Wisła, ul. 1 Maja 61, entered in the register of entrepreneurs of the National Court Register by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register, under KRS number: 0000389434 NIP:5482645961, REGON: 241920320 (hereinafter: "Rental Shop" or "Skolnity Ski & Bike Park").
2. The Skolnity Ski & Bike Park Rental Shop is located at: Przy Skoczni 4, 43-460 Wisła and is open during the hours and on the days indicated at the Rental Shop.
3. The price list available at the Rental Shop premises forms an integral part of the Regulations.
4. The subject of rental may be bicycles and accessories, consisting of: protective pads, helmet, body protector and goggles (hereinafter separately or jointly as: "Accessories"). Bicycles and Accessories are the property of Skolnity sp. z o.o.

§ 2.

Rules for renting bicycles and accessories

1. The release and return of the bicycle/Accessories takes place at the Rental Shop.
2. The Renter is any person using the Rental Shop services on the basis of a signed rental agreement and taking responsibility for the entrusted bicycle/Accessories during the rental period.
3. The rented bicycle/Accessories will be issued in a condition fit for the agreed use (visibly proper technical condition). The Renter undertakes to return the bicycle/Accessories in the condition in which they were received, taking into account their natural wear and tear. The Renter is obliged to report to the staff any noticed damage or missing parts in the bicycle/Accessories at the time of issue. Signing the agreement constitutes confirmation that the Renter has made an external inspection of the bicycle/Accessories.
4. In order to rent a bicycle, the following conditions must be met:
 - present one photo ID,

- be an adult,
 - sign a bicycle/Accessories rental agreement, meaning acceptance of the Rental Shop Regulations,
 - provide a deposit under the terms specified in § 3 of the Regulations and in the amount specified in the price list,
 - pay the bicycle/Accessories rental fee according to the price list,
 - in addition, the person renting the bicycle may not be under the influence of alcohol and other intoxicants, psychotropic substances, or substitute substances within the meaning of the provisions on counteracting drug addiction; other medicines which by definition prohibit, or recommend refraining from, driving vehicles.
5. The rental agreement is concluded at the moment of signing it at the Rental Shop, after previously reading the Regulations and accepting them.
 6. The bicycle/Accessories are issued after signing the rental agreement and instructing the Renter on the rules of safe bicycle operation.
 7. The Renter undertakes to:
 - comply with the Rental Shop Regulations and the regulations of the trails and Bike Park which the Renter will use during the rental;
 - use the bicycle and Accessories in accordance with their intended purpose,
 - return the bicycle/Accessories on time to the place of rental, i.e. the premises of the Skolnity Ski & Bike Park Rental Shop (Przy Skoczni 4, 43-460 Wisła),
 - return the bicycle/Accessories in working technical condition, in the condition in which they were received, taking into account their natural wear and tear, by the declared return time. Returning the bicycle or Accessories after the deadline results in charging an additional fee in the amount specified in the rental agreement/price list,
 - inform the Rental Shop employees personally or by phone at: +48 537 223 809 about the desire to extend the time for which the bicycle/Accessories were rented,
 - comply with the prohibition on lending the bicycle/Accessories to third parties,
 - immediately report problems related to using the bicycle or Accessories to a Rental Shop employee and return the bicycle/Accessories to the Rental Shop if any defects of the bicycle or Accessories are found during riding,
 - refrain from independently carrying out repairs, modifications, replacement of parts in the rented bicycle,
 - cover the costs of purchasing a new bicycle or Accessories in the event of total destruction of the rented bicycle or Accessories,
 - cover the costs of penalties and fines imposed in connection with non-compliance with the laws in force in Poland, including the provisions of the Road Traffic Act.

8. For safety reasons, the Rental Shop reserves the right to refuse to rent a bicycle/Accessories if it has reasonable doubts as to the sobriety or intoxication of the Renter. In the event of refusal to rent for the reasons referred to in the preceding sentence, at the initiative of the Renter it is possible to carry out a sobriety test, including with the participation of an authorised authority appointed to protect public order.
9. In the event of renting a bicycle/Accessories for a period longer than one day, the rented bicycle/Accessories must be returned each day to the Skolnity Ski & Bike Park Rental Shop (ul. Przy Skoczni 4, 43-460 Wiśła).
10. If wishing to rent a bicycle/Accessories for half a day, one full day or a longer period, the bicycle/Accessories must be reserved in advance by phone or e-mail and, at least one day before the service is performed, an earnest payment of 50% of the rental price according to the price list must be paid. If the Renter cancels the service, the earnest payment is non-refundable. If the service is not performed by the Rental Shop, the earnest payment is returned in double amount (pursuant to art. 394 of the Civil Code).
11. In the event of renting bicycles/Accessories by an organised group, it is necessary to agree in advance with the Rental Shop employees on the rental date and the quantity and type of bicycles/Accessories subject to rental.
12. In the event of renting a bicycle/Accessories for third parties, the Renter signing the agreement assumes joint and several liability for the return and technical condition of the entire rented bicycle/Accessories.

§ 3.

Deposit and cashless security

1. As security for any claims of the Rental Shop arising from damage to, loss of the bicycle or delay in its return, the Renter is obliged to pay a security deposit.
2. The deposit is paid in cashless form by establishing a pre-authorisation (blocking of funds) on the Renter's payment card (debit or credit).
3. The amount of the deposit is specified in the price list, and its amount depends on the type of bicycle rented.
4. By making the pre-authorisation, the Renter agrees to the blocking of a specified amount in the bank account linked to the card for the duration of the rental.
5. The release of the block (pre-authorisation) takes place immediately after the return of the bicycle in a non-deteriorated condition (taking into account normal wear and tear).
6. The Rental Shop informs that the actual time for unblocking funds in the Renter's account depends on the procedures of the bank issuing the card and may range from a

few hours to several business days. The Rental Shop is not responsible for delays resulting from internal banking procedures.

7. If damage to the bicycle or other claims are found, the Rental Shop is entitled to settle amounts due from the blocked funds, to which the Renter agrees.

§ 4.

Rules for using the rented bicycle/Accessories

1. The Renter is obliged to use certified protective helmets while using the rented bicycle.
2. The Rental Shop recommends using a full set of protective pads and goggles when using the rented bicycle.
3. The Renter is obliged to secure the bicycle/Accessories against theft.
4. In the event of transporting bicycles by cableways, the Renter is obliged to ensure that the bicycle is properly attached to the chair.
5. While using the rented bicycle, the Renter may not be under the influence of alcohol and other intoxicants, psychotropic substances, or substitute substances within the meaning of the provisions on counteracting drug addiction; other medicines which by definition prohibit, or recommend refraining from, driving vehicles.

§ 5.

Rules of liability

1. The Renter of a bicycle/Accessories bears full responsibility for damage caused from the moment of renting the bicycle/Accessories until its return. In the event of damage to the bicycle/Accessories, the Renter is obliged to cover repair costs in accordance with the valuation made at the Rental Shop on the basis of market prices.
2. In the event of loss of the rented bicycle (its equipment) or Accessories as a result of theft or loss, the Renter is obliged to reimburse the equivalent of the costs corresponding to the value of the bicycle (its equipment) / Accessories. The Renter is also obliged to immediately notify the Police of the theft. The certificate obtained from the Police must be presented by the Renter at the Rental Shop.
3. Failure to return the bicycle/Accessories within a maximum of 7 days from the return date agreed in the rental agreement and failure to notify the Rental Shop of the reason for the delay will be deemed misappropriation and reported to law enforcement authorities. The Rental Shop may seek compensation from the Renter under the general rules set out in the Civil Code.

4. The Renter should have the skills necessary for safe use of the rented bicycle/Accessories. The Rental Shop is not responsible for damage caused as a result of improper use of the bicycle/Accessories, failure to adjust riding technique to the Renter's skills or prevailing conditions, as well as for accidents resulting from the fault of the Renter or third parties. The Rental Shop's liability is limited to damage resulting from the improper technical condition of the bicycle/Accessories, provided that it was not damaged by the Renter during the rental period.
5. When using the bicycle/Accessories, the Renter should be aware that using the bicycle/Accessories (in particular riding in mountain terrain or in the Bike Park) involves natural sports risk. The Renter uses the Accessories at their own risk. The Rental Shop is not responsible for the consequences of falls and collisions resulting from user errors or failure to comply with the trail regulations.

§ 6.

Personal data processing

1. The Data Controller is Skolnity sp. z o.o. with its registered office in Wisła, 43-460 Wisła, ul. 1 Maja 61, entered in the register of entrepreneurs of the National Court Register by the District Court in Bielsko-Biała - VIII Commercial Division of the National Court Register, under KRS number: 0000389434 NIP:5482645961, REGON: 241920320.
2. The Data Controller may be contacted by letter at the address indicated in the first sentence.
3. The personal data of Renters will be processed solely for the purpose of performing the bicycle/Accessories rental agreement, fulfilling legal obligations incumbent on the Data Controller and for the purposes arising from the legally justified interests of the Data Controller. The legal basis for data processing is art. 6 sec. 1 lit. b, c and f of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter GDPR):
 - a. art. 6 sec. 1 lit. b GDPR, i.e. processing is necessary for the performance of the civil-law agreement connecting the Parties,
 - b. art. 6 sec. 1 lit. c GDPR, i.e. processing is necessary to fulfil legal obligations incumbent on the Data Controller, such as maintaining accounting documentation and financial settlements, including tax settlements,
 - c. art. 6 sec. 1 lit. f GDPR, i.e. processing is necessary for the purposes arising from the legally justified interests of the Data Controller, such as the possible need to defend against or pursue civil-law claims, including pursuing claims for damage to

the Accessories and notifying the relevant law enforcement authorities in the event of theft or destruction of the Accessories;

Providing personal data is voluntary, however failure to provide it will make it impossible to perform and fulfil the bicycle/Accessories rental service.

4. The Renter may voluntarily consent to the processing of their personal data (first name, surname, e-mail address, phone number) for marketing purposes by the Data Controller.
5. The legal basis for processing data for marketing purposes is the Renter's voluntary consent (art. 6 sec. 1 lit. a GDPR).
6. The Data Controller envisages entrusting the personal data of Renters to the following categories of processors within the meaning of art. 28 GDPR:
 - a. entities participating in the performance of the Accessories rental agreement and any claims related to it,
 - b. providing IT services,
 - c. providing legal services,
 - d. providing hosting (servers on which files and data will be stored),
 - e. companies providing legal advisory services,
 - f. providing marketing and advertising services, including services related to maintaining mailing databases and the newsletter.
7. When entrusting data to external entities, the Data Controller exercises the utmost care to ensure that processors apply the appropriate level of safeguards required by applicable provisions and concludes appropriate data processing entrustment agreements for this purpose.
8. Personal data will not be transferred to a third country/international organization.
9. The Renter has the right to access the content of their data and the right to rectify it, erase it, restrict processing, the right to data portability, the right to object to processing, the right to withdraw consent to data processing at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.
10. Personal data will be processed in a partially automated manner, because to some extent it will be processed on computer resources. However, as part of data processing, the Data Controller does not use methods involving automated decision-making, including profiling.
11. The Data Controller declares that it processes personal data in accordance with the provisions of these Regulations and the relevant provisions on personal data protection.

12. If the consent referred to in sec. 4 above is given, the Renter has the right to withdraw the consent or consents at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.
13. The Data Controller will store the personal data of Renters necessary to conclude the agreement for the period of securing materials necessary for legal and tax proceedings, at most until any limitation period for claims expires. Data processed for marketing purposes, however, will be stored until consent to such processing is withdrawn.
14. The Renter has the right to request from the Data Controller access to personal data, the right to rectify it, object, erase or restrict processing, withdraw consent, and data portability.
15. The Renter has the right to lodge a complaint with the supervisory authority, i.e. the President of the Personal Data Protection Office.

§ 7.

Validity of the Regulations

1. The Renter undertakes to comply with the terms of the Regulations.
2. The Regulations are effective from 23.04.2026.
3. The Rental Shop reserves the right to amend these regulations. The Rental Shop will inform about each amendment to the regulations on its website and at its premises.



Questions?

For questions related to the above regulations, contact our employees!

Rental Shop/Shop/Service

phone +48 537 223 809