

**Complaints Procedure of Bike Licence, courses operated by the Association of Professional Instructors and Guides of MTB, registered association, headquartered at Sokolská 542/32, Olomouc 779 00**

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(hereinafter referred to as the "provider")

**I.**

**Introductory Provisions**

1. This complaint procedure regulates the scope, conditions, and manner of exercising the right to claim defective performance by the provider (hereinafter referred to as "complaint") provided on the basis of the Service Provision Agreement or the Purchase Agreement of a gift voucher for a camp of one's own choice, where the terms and conditions of the provider are part of these agreements (hereinafter both agreements collectively referred to as the "contract," each individually referred to in the text by its name).
2. The Customer shall mean a person who has entered into an agreement with the provider. A person entitled shall mean a person for whom a gift voucher for a camp of their own choice has been issued. A third party shall mean a person for whose benefit a specific camp gift voucher was issued.
3. Camp shall mean a specific camp and a gift voucher for a specific camp (both with a predetermined content and date of the camp), which is the subject of the Service Provision Agreement concluded between the provider and the customer.

**II.**

**Complaints**

1. In the event that the camp did not proceed in accordance with the concluded Contract for the Provision of Services or in accordance with the description of the camp as presented by the provider (especially in its offer through the provider's online store operated on the website located at [www.bikelicence.cz](http://www.bikelicence.cz), or the gift voucher for a camp of one's own choice is not issued in accordance with the Contract for the Purchase of a Gift Voucher for a Camp of one's own choice (e.g., incorrect nominal value, incorrect designation of the authorized person), the customer, the authorized person, or the third party authorized to complain about the defects of the camp or the gift voucher for the camp of one's own choice.
2. The customer, the authorized person, or the third party must assert the complaint to the provider without undue delay after discovering the defect.
3. The complaint can be lodged in writing by email sent to the provider's contact address: [info@bikelicence.cz](mailto:info@bikelicence.cz). In the notification of the complaint, the customer, the authorized person, or the third party are obliged to sufficiently describe the claimed defects and their requests for handling the

complaint.

4. The provider will issue the customer, the authorized person, or the third party a written confirmation of when the complaint was lodged, what the content of the complaint is, and what method of handling the complaint the customer, the authorized person, or the third party require.

### III.

#### **Handling of complaints by the provider**

1. The provider shall decide on the complaint immediately, in complex cases within 3 working days. If expert assessment is needed to decide on the complaint, the time required for expert assessment shall not be counted towards this period. The complaint, including the rectification of the defect, shall be handled without undue delay, but no later than 30 days from the date of its submission by the customer, the authorized person, or the third party, unless the provider agrees with these parties on a longer period.

2. If the provider acknowledges the complaint about the camp or the gift voucher for a camp of one's own choice as justified, the provider shall ensure, at its own expense, rectification by providing a discount on the course fee, refunding the entire course fee, or allowing free participation in another camp, in the case of a camp complaint, depending on the nature of the defect, or by exchanging it for a new gift voucher in the case of a complaint about the gift voucher for a camp of one's own choice, which will comply with the Contract for the purchase of a gift voucher for a camp of one's own choice.

3. The provider shall issue a written confirmation to the customer, the authorized person, or the third party regarding the date and method of handling the complaint. In the event of rejection of the complaint, the provider shall provide written justification for such rejection.

### IV.

#### **Replacement of Costs**

1. If the complaint is acknowledged by the provider as justified, the customer, the authorized person, or a third party have the right to reimbursement of reasonably incurred expenses associated with the complaint.

**2. All financial transactions from the acknowledged complaint and paid by card through the payment gateway or terminal will be refunded to the card used for payment or reimbursed by transfer back to the customer's account.**

3. If the customer, authorized person, or a third party abuses the right to complain about the provided services (especially in the case of repeated and obviously unfounded complaints), the provider is entitled to reimbursement of the costs incurred in connection with such a complaint from the customer, authorized person, or a third party. Whether this situation occurs will be assessed by the provider on a case-by-case basis, considering the specific circumstances of the matter.

### V.

#### **Final provisions**

The customer, authorized person, or third party are obliged to inform the provider of any changes to their identification and contact details that may affect the proper handling of the complaint process.

Rights and obligations not regulated by this Complaints Procedure shall be governed by the provisions of Act No. 89/2012 Coll., the Civil Code, or, where the customer is a consumer, by

the provisions of Act No. 634/1992 Coll., on Consumer Protection, as amended.

This Complaints Procedure is valid and effective from January 1, 2024. This Complaints Procedure is available in paper form at the provider's registered office at **Association of Professional Instructors and Guides MTB, registered association (z.s.)**

, Sokolská 542/32, Olomouc 779 00, or in electronic form at the website: [www.bikelicence.cz](http://www.bikelicence.cz).  
In Olomouc, on January 1, 2024,

Luděk Šebek

Chairman and Operator - **Association of Professional Instructors and Guides MTB, registered association (z.s.)**