

Terms and Conditions

Plezalni center Slovenska Bistrica

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The Alpine Club Alpinistični klub Impol Slovenska Bistrica manages the Plezalni center Slovenska Bistrica (PCSB) in accordance with these Terms and Conditions and all applicable regulations.

These Terms and Conditions provide the necessary information about the activities, operations, and use of PCSB and apply to all users of PCSB.

These Terms and Conditions, services provided by PCSB, prices, and other relevant documents and information are available on www.pcsb.si and at the premises of PCSB.

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1 Introduction

These Terms and Conditions define the operating conditions of PCSB and serve as a legal agreement between the users of services provided by PCSB and the Alpine Club Alpinistični klub Impol Slovenska Bistrica, regardless of the payer of services. The services of PCSB can be purchased by legal or natural persons.

Users of services provided by PCSB are all natural persons using the services provided by PCSB who have completed a registration at www-pcsb.si or at the premises of PCSB.

2 General rules of PCSB

Users take part in the activities available at PCSB voluntarily and assume full responsibility for these activities. By completing their registration and climbing waiver, users' and/or their legal representatives' confirm that they are fully aware that climbing is an inherently dangerous activity, acknowledge the risk of getting injured while climbing, and take full responsibility for this risk. All users also explicitly waive all claims and rights for any damages in case of losses, theft of personal property, injuries, or death arising from the use of the facilities of PCSB, either against the Alpine Club managing the Slovenska Bistrica Climbing Center or the PCSB's personnel. This climbing waiver binds the users as well as their family, heirs, estate, executors, administrators, and assigns.

PCSB conforms to all safety standards, but climbing holds can still come loose or break. Users of PCSB's facilities are responsible for eventual injuries resulting from this and have to inform the PCSB's personnel about any potential loose or broken holds.

Children and minors can climb in PCSB only under the supervision of a competent adult. The above rule does not apply to minors aged 15 to 18, who can climb in PCSB independently with a written consent of parents/guardians, and climbers aged 12 to 15 from the Slovenska Bistrica Alpine Club with a written consent of their coach and parents/guardians.

Parents/guardians/supervising adults are responsible for their children. and they have to inform them about the rules of PCSB in a manner suitable to their age.

It is forbidden to climb ropeless on the high walls of PCSB. Users who are not competent climbers or belayers can climb on the high walls only if supervised by a person taking full responsibility for their climbing and belaying.

PCSB's personnel reserves the right to check the climbing and belaying skills of users. Any users who refuse this or display insufficient skills will not be allowed to climb.

Users are not allowed to enter the climbing areas under the influence of drugs or alcohol. Alcoholic beverages may be consumed only in the bar after the users have finished climbing.

All users have to comply with safe climbing rules and PCSB's house rules, which are displayed in PCSB and on <http://pcsb.si>.

Any violation of the rules can disqualify the users from climbing in PCSB. In such cases, multi-day passes will no longer be valid and there will be no refunds.

3 Purchasing tickets

3.1 Registration on <http://pcsb.si>

Before purchasing tickets and entering PCSB's climbing areas, all users have to complete a registration, confirm PCSB's Privacy Policy and Terms and Conditions, and complete the climbing waiver. For persons under the age of 18, the climbing waiver is completed by their legal representative.

Some activities and concession ticket prices require the users to upload a proof of their status. To make the purchasing process as efficient as possible, we recommend that users upload all required documents that allow them to use the desired service provided by PCSB and give them access to concession prices.

After a one-time registration, the users log in to the <http://pcsb.si> website by entering their username and password.

The data is used for the purposes of the management of membership records and mutual communication. As part of the registration process, the users consent to the use of photos and videos taken in PCSB for promotional purposes, which includes but is not limited to social media, website, and promotional materials. PCSB will store and process this data in accordance with the Personal Data Protection Act and its Personal Data Protection Policy.

Name, surname, date of birth, address, country, email address, and photo are required for identification purposes, as all tickets are non-transferable.

Due to the nature of climbing (an inherently dangerous sport that requires certain skills and knowledge to be performed safely), the users must also provide their climbing qualification, which determines the activities they are allowed to carry out in PCSB.

Data about the users' gender is used to collect statistics on the visitors to PCSB.

After registration is complete, the user is provided with a unique username (their e-mail address) and password. When first logging in, the password is sent to the user's e-mail address provided during registration. The user confirms their registration and the data they have provided during the registration process. The first user authentication (safety test) uses Google reCAPTCHA (Completely Automated Public Turing Test to Tell Computers and Humans Apart).

After registration, the users can edit their data, add and edit their family members' data, follow their orders, review their past orders and all the attached documents (order, invoice, credit, returns), add climbing waivers and statuses for concession prices.

Legal representatives can add their family members. Based on the provided information, accounts of persons under the age of 15 are linked to the account of their legal representative, who provides the climbing waiver and other information. Accounts of persons under the age of 18 are also linked to the account of their legal representative, who can provide a statement allowing the person under the age of 18 to climb in PCSB independently (without the supervision of a competent adult).

If users don't want to create their accounts on PCSB's website, they can also provide all the required information and climbing waiver in physical form at PCSB.

3.2 Limitations to climbing activities in PCSB

The following activities can be carried out in the climbing areas of PCSB:

- lead climbing,
- auto belay climbing and/or top-rope climbing,
- bouldering,
- taking part in courses.

Lead climbing is allowed for users with sufficient skills, which the users state in their climbing waiver. These skills include but are not limited to: proper use of a climbing harness, tying-in in with a suitable knot, using a belay device for belaying, catching a fall, and lowering a lead climber.

Auto belay climbing and top-rope climbing is allowed for users with sufficient skills, which the users state in their climbing waiver. These skills include but are not limited to: proper use of a climbing harness, tying-in with a suitable knot or a locking carabiner, using a belay device for belaying, catching a fall, and lowering a top-rope climber.

Lead climbing, auto belay climbing, and top-rope climbing without sufficient skills and qualifications is forbidden. Any violations will disqualify the users from climbing in PCSB.

Sport climbing coaches, alpinism instructors, and IFMGA mountain guides (qualified persons) can carry out courses and other activities in PCSB for users without any skills or qualifications (regardless of the limitations described above). In such cases, the qualified persons take full responsibility for all users that are part of their courses or other activities and all such users submit a statement in which they acknowledge that it is forbidden to climb without the supervision of a qualified person.

3.3 Tickets

Tickets are issued as QR codes, which can be either digital or physical. Tickets are also stored on user accounts.

ID keys, which are available at PCSB's reception free of charge, can also be used to enter PCSB. For users that wish to use an ID key, the ticket is automatically loaded onto it. If a user loses their ID key, they can buy another one at the reception.

3.4 Types of tickets

All tickets have defined, final prices, except for family tickets and extensions of existing annual, three months, and one month tickets. The following tickets are available:

- Adults.
- Concession (students, pensioners, unemployed, disabled persons, coaches, instructors, national team members).
- Preschool children (3-5 years).
- Minors (6-17 years).
- Visitors/Belayers.
- Moms/dads on paternity leave with babies in strollers.
- Family tickets.

Concession:

Unemployed (with a proof of unemployment); students with a valid student card (under the age of 26); pensioners (with a proof of pensioner status); disabled persons (with a certificate of disability); sport climbing coaches, alpinism instructors, IFMGA mountain guides with a valid licence; sport climbing national team members.

To gain access to concession prices, users must upload a proof of their status.

Family discounts:

Fifteen percent family discount on daily tickets.

Ten percent discount for parents/guardians and thirty percent discount for children under the age of 18 on annual tickets.

Minimum: 1 parent/guardian and 1 child. Maximum: 2 parents/guardians and 3 children. Applies to children under the age of 18.

To gain access to family discounts, users must add their family members to their user account before purchasing the tickets.

Sport climbing coaches, alpinism instructors, and IFMGA mountain guides with a group of at least 5 people have free entry.

Online purchase is not possible for visitors, belayers, and moms/dads on paternity leave with babies in strollers.

Ticket rules:

- Existing holders of annual, one month, and three months tickets get a ten percent discount on a new pass for the same time-period (valid within 7 days from the expiration of the old pass).
- The discounts are not combinable (only one discount applies), except for special offers where the additional discount is added (e. g. pre-sale, extension of annual and monthly tickets).
- The tickets are non-transferable. After you buy a ticket, you need to activate it by visiting PCSB within 12 months from the date of the purchase. The time period of the ticket begins on your first visit to PCSB. The 10+1 package is valid for 12 months from your first visit.
- Morning tickets are valid until 13:00, excluding weekends and public holidays.
- Evening tickets are valid after 19:00, including weekends and public holidays.

3.5 Non-transferability of tickets

All tickets are non-transferable. After you buy a ticket, you need to activate it by visiting PCSB within 12 months from the date of the purchase. The time period of the ticket begins on your first visit to PCSB. The one month pass is valid for 1 month from your first visit; the three month pass is valid for 3 months from your first visit; the annual pass is valid for 12 months from your first visit.

3.6 Gift cards

Gift cards can be used to buy services and products in PCSB.

Gift cards are valid for twelve months since the date of the purchase and are issued as QR codes.

Gift cards cannot be exchanged for cash

and no discounts apply.

3.7 Prices

Prices of services and products of PCSB are defined by PCSB's price list, which is published on <https://pcsb.si>. Ticket prices are available on our website. Prices of other products sold by the PCSB online store are also available on our website, and prices of drinks and food at the bar as well as the tickets are available at the bar/reception of PCSB.

Registered users can buy tickets at our online store or at the premises of PCSB. The prices of products that are sold only at the online store are available at the online store only.

PCSB accepts the following methods of payment: cash, credit cards, and digital wallets.

The terms and conditions of ticket purchase at <http://pcsb.si> are defined in this document.

3.8 Purchasing of other products at the online store

To purchase a product from the online store, the user selects a product and clicks "Add to cart". A cart symbol is located in the upper right part of the screen, displaying the quantities and prices of the ordered products. To edit the products (add, remove, delete, update quantities), the user clicks on the "Cart" link. To remove a product, the symbol x is clicked. To edit quantities, users can enter the desired number or click the up/down arrows. The cart is dynamic and no additional actions (such as clicking a button) are required to refresh the data.

After the desired products are added and edited, the user clicks the "Cart" or "Checkout" button.

The purchase is completed at the Checkout page. If the buyer is not registered, an account must be created:

- buyer fills out the payer data (fields marked with * are mandatory);
- if the buyer wants to create an account, they click the "Create account" option and enter an e-mail address and password.

If the buyer is already registered and logged in:

- if they want the products to be delivered to a different address, they click the "Delivery to a different address" option and enter the data;
- buyer selects one of the available delivery methods, which are described further down;
- buyer selects one of the available payment methods, which are described further down, and enters the required data.

Before completing the order, the buyer has to confirm the Terms and Conditions.

3.8.1 Payment

The sale/purchase agreement between Alpinistični klub Impol Slovenska Bistrica (seller) and the buyer is concluded when the seller confirms the order (the order status is now "Obdelano" - "Processed"). From this moment on, all prices and other conditions apply both to the seller and the buyer.

All prices include VAT, unless otherwise stated.

The PCSB online store supports the following payment methods:

1. Cash on Delivery.
2. Cash in Advance Transaction.

3. Credit card payment using the Stripe platform:
 - i Visa,
 - ii Mastercard,
 - iii Maestro,
 - iv American Express,
 - v Other payment options supported by Stripe (<https://stripe.com/en-gb-si/payments/payment-methods>).
4. QR code payment.
5. Valu payment.

3.8.2 Delivery and delivery costs

The PCSB online store uses the following delivery services: GLS and Post of Slovenia. All products will be shipped as quickly as possible.

If, for unseen reasons, the ordered products cannot be shipped in three working days, the seller will notify the buyer about the delay.

Delivery is carried out by the delivery service selected by the buyer.

It is also possible to collect the products in-store at PCSB. Orders made during holidays and weekends may have longer delivery times.

All prices apply with the provided payment methods and under the stated conditions.

Free delivery is available for orders exceeding a certain total amount, which is clearly stated in the online store.

The online store takes orders 24 hours a day. Excluding unforeseen circumstances, all orders are shipped in three working days. If the ordered products are not available, delivery times will be extended until the supplier or manufacturer supplies the ordered products.

Products bought in the online store can also be collected at PCSB. In-store collect is available during weekdays.

3.8.3 Right of revocation

Natural persons

Consumers (applies only to natural persons) can revoke their contract within 14 days from the date of receiving the goods (using the online form at <https://pcsb.si>) without having to state a reason. The period of 14 days starts one day after the goods are handed over. The only cost carried by the consumer in case of a revocation is the shipping cost of the returned goods. The goods must be returned to PCSB in a period of 30 days from the day you informed PCSB about your revocation. Used products cannot be returned.

The returned products must be undamaged and their quantities unchanged, unless any such changes have not been caused by the consumer.

We'll refund your money as soon as possible, but no later than within fourteen days after we receive your request for revocation. All refunds will be done by transfers to customers' bank accounts. Refunds in cash are not available.

Goods returned to PCSB during the time period for revocation is considered a request for revocation.

Customers can request a revocation using an online form at the <http://pcsb.si> website. The form is available in the account dashboard.

A request of revocation is on time if it is sent in the time period for revocation. The burden of proof regarding the right of revocation lies with the customer.

If the ordered products are not as expected, the buyer may return them along with a receipt or a filled-out online form to PCSB. The returned products must be unused, undamaged, and in original packaging.

The online return form is available at the "Orders" section of the account dashboard. Online forms are available only for orders with receipts.

The costs of returning the goods are borne by the buyer, while the seller bears the costs of replacing the goods.

In accordance with the Consumer Protection Act (ZVPot-1), the buyer has the following options in case a performed service is faulty:

- request a free-of-charge remedy of the faulty service,
- request that the service is provided once again,
- request a partial return of the purchase price which is proportionate to the faults of the provided service,
- withdraw from the contract and request a refund.

For other rights that are not described in this document, the Consumer Protection Act and other relevant jurisdiction shall apply.

Legal persons

Legal persons don't have the same rights as natural persons.

The provisions of the Consumer Protection Act (ZVPot-1) don't apply to legal persons and businesses.

For purchases made in the online store by legal person or a businesses, goods may be returned only with a valid reason for return (faulty goods, warranty issues etc.). Such returns are governed by the Obligations Code.

3.8.4 Contact

You can contact us with inquiries about general information, online store, orders, deliveries, or returns.

Telephone	+386 (0)64 170 233
Email	info@pcsb.si

3.8.5 Safe payments

The <https://pcsb.si/spletna-trgovina> online store is protected with a domain certificate that uses a SSL (Secure Sockets Layer) protocol, which ensures safe online communication and safe payments.

3.9 Warranty

The warranty is stated on the warranty card or receipt. It is provided if the instructions of the warranty card are followed and a receipt is submitted.

The warranty periods are stated on the warranty cards or receipts. Information on warranty is also provided in the product descriptions in the online store. For products with no warranty information, warranty is not available or warranty information is currently unavailable, in which case the buyer may contact the seller and request information on warranty.

4 Rules on safety and etiquette (house rules)

All users of PCSB must observe PCSB's rules on safety and etiquette, which are available on our website and displayed in PCSB.

5 Data Protection Policy

Personal data acquired on our website will be kept, protected, and processed by Alpinistični klub Impol Slovenska Bistrica. All personal data is protected from loss, theft, forgery, and unauthorized access by third persons. All personal data is used in accordance with the Personal Data Protection Act.

The details of our Data Protection Policy are available on our website.

6 Copyrights

Alpinistični klub Impol Slovenska Bistrica is the holder of all material and moral copyrights (content, texts, photos, images, graphics, maps, plans, videos, audio material, music, software etc.) for the content of the <https://pcsb.si> website. Copyrights may also be held by partners and contractors, in which case all such copyrights are clearly stated. Along with our own content, we may also use content acquired from other websites (www.depositphotos.com, www.shutterstock.com, www.pixabay.com etc.)

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7 Final provisions

These Terms and Conditions are defined by Alpinistični klub Impol Slovenska Bistrica. They are based on current legislation and may occasionally be updated. Alpinistični klub Impol Slovenska Bistrica reserves the right to amend these Terms and Conditions at any time.

These Terms and Conditions are based on the following documents:

- Personal Data Protection Act (ZVOP-2);
- Electronic Commerce Market Act (ZEPT);
- Electronic Business and Electronic Signature Act (ZEPEP);
- Consumer Protection Act (ZVPot-1);
- Obligations Code (OZ);
- recommendations of the Chamber of Commerce and Industry of Slovenia;
- other applicable legislation.

These Terms and Conditions are available on the <https://pcsb.si> website and in PCSB.

We recommend that all users regularly review these Terms and Conditions and other applicable documents.

These Terms and Conditions are used from the date of their publication until they are cancelled or amended.

It is considered that users are notified of any amendments to these Terms and Conditions when all such amendments are published on the website. If possible, users will be notified of significant amendments to these Terms and Conditions by email.

These Terms and Conditions take effect from 1.9.2023.

Slovenska Bistrica, 31.8.2023