



PLEZALNI CENTER
Slovenska Bistrica

General Terms and Conditions
Plezalni center Slovenska Bistrica

Alpine Club	Alpinistični klub Impol Slovenska Bistrica
President	Danilo Tič
Alpine Club address	Prežihova ulica 4, 2310 Slovenska Bistrica, Slovenia
Registration number	1829408000
VAT number	SI 39137554
Manager of Plezalni center Slovenska Bistrica	Ursula Pipenbaher

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

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

These General 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.

Table of Contents

1	Introduction	3
2	General rules of PCSB	3
3	Purchasing tickets	4
3.1	Registration on www.pcsb.si	4
3.2	Restrictions on activities in the climbing areas of PCSB	5
3.3	Use of tickets	6
3.4	Types of tickets and rules	6
3.5	Non-transferability of tickets	8
3.6	Gift vouchers	8
3.7	Prices	8
3.8	Purchase of other products on the website	9
3.8.1	Payment	9
3.8.2	Right of withdrawal	10
3.8.3	Contact	11
3.8.4	Purchase security	11
3.9	Warranty	11
4	House rules	11
5	Protection of personal data and processing of personal data for the provision of services	12
6	Copyright	13
7	Final provisions	13

1 Introduction

The General Terms and Conditions (hereinafter: GTC) form an integral part of the contract concluded between the visitor of PCSB and the Alpine Club Impol Slovenska Bistrica (hereinafter: Klub AKSB Impol) and are published on the website <https://pcsb.si>.

The contract referred to in point 1 is concluded by (1) user registration or (2) by signing a special application form.

For all relations between the visitor and Klub AKSB Impol) that are not governed by these GTC, in addition to applicable legislation, all rules posted on the premises of Klub AKSB Impol, including the price list (hereinafter: the Rules), shall apply.

Klub AKSB Impol will regularly publish any changes to the GTC and the Rules on the website <https://pcsb.si> and will also notify visitors of significant changes via email.

It is deemed that by concluding the contract, the visitor is familiar with and expressly agrees to the provisions of the GTC. It is further deemed that the visitor is familiar with amendments to the GTC on the day following their publication, and that such amendments apply to the visitor upon electronic confirmation or signing of a climbing waiver, but in any case from the date of publication onward.

For the payer, the General Terms and Conditions apply in the part relating to the purchase of products and services.

2 General rules of PCSB

Risk of climbing and exclusion of liability of Klub AKSB Impol

Climbing is an activity that requires (1) a suitable level of physical strength and motor skills, (2) knowledge of safety rules for various types of climbing, (3) awareness that excessive effort or improper training can be harmful to health, and (4) awareness of injury risks, which range from surface scratches, abrasions, sprains, fractures, to accidents with fatal outcomes.

Each visitor climbs and trains at their own risk.

Provisions of the Obligations Code regarding liability for damages apply when claiming compensation for damage. In this regard, Klub AKSB Impol undertakes to ensure a safe climbing environment and safe climbing practices.

Klub AKSB Impol is not liable for damage (injuries and other inconveniences) arising from:

- (a) incorrect behaviour (acts or omissions) of the visitors themselves, violations of rules of safe climbing or rules of conduct on or below the wall (both on the premises of PCSB and

outdoors), failure to follow specific instructions or warnings of the PCSB staff, or from pure accidents occurring during climbing or training;

- (b) from the actions of other PCSB visitors or third parties;
- (c) from events that cannot be foreseen, avoided, or prevented;
- (d) from the inadequacy or defects of equipment that is not owned by Klub AKSB Impol.

In the event of their own or someone else's injury, climbers must immediately inform PCSB staff and follow their instructions.

Children and minors may use the climbing areas only under the constant supervision of a properly qualified accompanying person. The above rule does not apply to minors aged 15 to 18, who may use the climbing surfaces independently with prior written consent of their legal guardian, and to competitors of Klub AKSB Impol aged 12 to 15 with a signed consent from their legal guardian.

Parents and guardians or accompanying persons are responsible for their children. They must familiarize them with all the rules and explain them in a manner suitable to their age.

Climbing ropeless on high (lead) walls (Obok, Tečajniška, Rekreativna, Tekmovalna, Turbo) is prohibited. Visitors without sufficient knowledge of safe climbing and belaying are not permitted to climb on the high (lead) walls independently without the supervision of a person who assumes full responsibility for safe climbing and belaying.

PCSB's staff may check users' climbing and belaying skills at any time. Anyone who refuses this or demonstrates insufficient competence or required climbing knowledge must immediately stop using the climbing areas.

Persons under the influence of psychoactive or other intoxicating substances are not allowed to enter the climbing areas. Alcohol may be consumed only after climbing and/or training and only in the bar area.

All users must comply with the rules of safe climbing and the house rules, which are displayed at PCSB and are also available at <https://pcsb.si/en/house-rules/>.

Any violation of the rules may disqualify the users from climbing in PCSB. In such cases, multi-day tickets will no longer be valid and there will be no refunds for unused visits.

3 Purchasing tickets

3.1 Registration on www.pcsb.si

Before purchasing tickets and entering PCSB's climbing areas, all users have to complete a registration, confirm PCSB's Privacy Policy and General Terms and Conditions, and complete the climbing waiver. For minors, the climbing waiver is completed by their legal guardian.

Some activities and specific discounts are linked to a particular user status. To ensure the fastest and most professional provision of services, users are advised to upload all documents required to enable the service they wish to use and to claim the discounts to which they are entitled.

After initial registration, the users log in to the <http://pcsb.si> website for all subsequent purchases by entering their username and password.

The data is used for maintaining records of users and for mutual communication. As part of the registration process, the users consent to the use of photos and videos taken in PCSB for promotional purposes, including but not limited to social media, website, and marketing materials. The operator of PCSB will store and process this data in accordance with the Personal Data Protection Act (GDPR) and internal data protection regulations.

First and last name, date of birth, address, city, country, email address, and photo are required for identification purposes, as all tickets are non-transferable in order to ensure appropriate safety measures and multiple entries and exits.

Gender data is used for statistical monitoring of attendance by gender.

Upon registration, the user obtains a unique username (their e-mail address) and a password, which is sent to the provided email address upon first login for authentication purposes. This confirms that the user is indeed the person they claim to be. The first authentication check or security test is performed using the invisible Google reCAPTCHA system.

Registration enables the user to edit their personal data, add and manage family members, track submitted orders, view previous purchases with all related documents (order, pro forma invoice, advance invoice, delivery note, invoice, credit note, product return), and add statuses and waivers.

Legal guardians add family members. Based on the age data provided, accounts of children under 15 are linked to the legal guardian's account, who completes the necessary waivers and confirms the data. Accounts of minors aged 15 to 18 are also linked to the parent's or guardian's account for the purpose of providing consent for independent participation in activities at PCSB.

If users don't want to create users accounts on PCSB's website, they may provide all personal data and required waivers in physical form at PCSB, with the same content as required for website use.

3.2 Restrictions on activities in the climbing areas of PCSB

PCSB's premises are divided into climbing and non-climbing areas.

The non-climbing area includes the visitor zone of the Baza bar and the outdoor terrace and is marked with floor signage. The climbing area includes all climbing surfaces, Gibalnica (multi-purpose gym), and the fitness area.

The following activities may be performed in the climbing areas of PCSB:

- lead climbing,
- climbing with an auto-belay device and/or top-rope climbing,

- bouldering.
- participation in courses,
- accompanying minor children during climbing or other activities (Gibalnica, fitness).

Users may lead climb only if they are adequately trained and confirm via a climbing waiver that they can correctly put on a harness, tie in with an appropriate knot, and use a belay device for belaying, arresting falls, and lowering a lead climber.

Users may climb using auto-belay devices and/or top-rope belaying only if they are adequately trained and confirm via a climbing waiver that they can correctly put on a harness, tie in or attach a safety carabiner, and use a belay device for belaying, arresting falls, and lowering a climber.

When using auto-belay devices, the following instructions must be observed:

- minors may use the system only under adult supervision;
- climbing is permitted only up to the first line of bolts on the left or right side.

Lead climbing and climbing on high walls without adequate competence are prohibited. Violations will disqualify the users from climbing in PCSB.

Sport climbing coaches, alpinism instructors, and IFMGA mountain guides (qualified persons) may conduct courses and other activities in PCSB for users without any skills or qualifications (regardless of the restrictions described above). In such cases, the qualified persons assume full responsibility for all users that are part of their courses or other activities, and these users submit a declaration acknowledging that climbing without the presence of a qualified person is prohibited.

3.3 Use of tickets

Entry to PCSB is enabled via a QR code on the ticket, which may be in electronic or physical form. Electronic tickets are also stored in the user account.

An ID key fob may also be used for entry, which users may receive upon their first visit. For users that wish to use an ID key fob, tickets are automatically loaded onto it. Each additional ID key fob is subject to payment according to the valid price list.

3.4 Types of tickets and rules

All tickets have defined final prices, except for family daily and annual tickets and renewals of annual, monthly, and quarterly tickets, where the ticket value is calculated based on the rules below.

Categories:

- Adults 18+
- Concession (students/pupils, retirees, unemployed, persons with disabilities, coaches, alpine instructors, mountain guides, national team members, mountain rescuers)
- Preschool children (1-5.99 years)
- Schoolchildren (6-17.99 years)

- Visitors/Belayers
- Speed wall climbing

Concession:

Unemployed (with a proof of unemployment); students/pupils with a valid student/pupil 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, mountain rescuers with a valid licence.

To gain access to concession prices for adults with status, users must upload documentation confirming 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.

A family ticket includes at least one parent/guardian and one child, and at most two parents/guardians and three 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 bringing a group of at least five people who purchase daily tickets receive free entry.

Online purchase is not available for visitor, belayer, and speed climbing tickets.

Ticket rules:

- Existing holders of annual, one-month, and three-month tickets are granted a 10% discount on a new ticket for the same time-period (valid within 7 days of expiration of the old ticket).
- The discounts are not combinable (only one discount applies), except during promotions where the additional discount is added (e. g. pre-sale, extension of long-term tickets).
- Tickets are non-transferable. After buying a ticket, users must activate it by visiting PCSB within 12 months of purchase. The time period of the ticket begins on user's first visit to PCSB.
- The 10+1 package is valid for 12 months from the user's first visit.
- Long-term tickets may be frozen in case of injury for the time period of the said injury (proof of injury is required).
- Morning tickets are valid until 13:00, excluding weekends and public holidays.
- Evening tickets are valid during the last three hours before closing (Monday-Saturday: after 19:00, Sunday: after 18:00).
- Bouldering tickets are valid only for bouldering walls, spray walls, Kilter Board and Moonboard).

3.5 Non-transferability of tickets

All tickets are personal and non-transferable. Validity begins with the first entry and users must activate the ticket by visiting PCSB within 12 months of purchase. The one month ticket is valid for 1 month from the user's first visit; the three month ticket is valid for 3 months from the first visit; the annual ticket is valid for 12 months from the first visit.

3.6 Gift vouchers

A gift voucher is a document issued against payment in the form of a written instrument, which the Klub AKSB Impol is obliged to accept, in accordance with these General Terms and Conditions, as payment for goods at PCSB.

Gift vouchers are available in various denominations (EUR 9.50, EUR 15, EUR 30, EUR 50, and EUR 100).

The bearer of the gift voucher may demand fulfilment of the obligations arising from the gift voucher during the period of validity of the gift voucher at PCSB for the payment of goods or services. The validity period of the gift voucher is 12 months from the date of purchase. The validity period is stated on the gift voucher.

The bearer demands fulfilment of the obligations arising from the gift voucher by presenting the voucher as payment at PCSB cashier at the time of purchase. If the value of the purchase exceeds the value of the gift voucher, the holder of the gift voucher must pay the difference. If the value of the purchase is lower than the value of the gift voucher, the difference up to the full value of the voucher shall not be refunded.

A gift voucher cannot be exchanged for cash.

Gift vouchers cannot be redeemed in the online store at <https://shop.pcsb.si>.

It is not permitted to write on, erase, cross out, or alter the gift voucher in any way. Otherwise, the gift voucher shall be deemed invalid.

Klub AKSB Impol may refuse to fulfil obligations arising from the gift voucher if it determines that the gift voucher is forged, altered, or damaged to such an extent that the contents of the voucher cannot be determined. In particular, the identification number on the gift voucher (bottom right) must remain undamaged; otherwise, the gift voucher shall be invalid.

3.7 Prices

The prices of services at PCSB are determined based on the currently valid price list, which is published on the website <https://pcsb.si>, namely: for tickets at <https://shop.pcsb.si/en/tickets/>, for other products in the online shop at <https://shop.pcsb.si> (prices are stated next to the products), and at PCSB according to the price list for the bar and tickets.

Tickets may be purchased (subject to registration) on the website <https://pcsb.si> or at PCSB. For products that are sold exclusively through the online shop, the price list is published only in the online shop.

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

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

3.8 Purchase of other products on the website

To purchase a product on the website, the user selects a product and clicks the “Add to cart” button. A cart symbol is located in the upper right corner of the screen, displaying the quantity and total amount of ordered products. To edit products (adding, removing, deleting, updating quantity), the user clicks on the “CART” link. To remove a product, the customer clicks on the (x) to the left of the image. If the customer wishes to change the quantity, they enter the desired quantity in the field or increase/decrease it by clicking the up and down arrows located on the right side of the field. The cart operates dynamically, meaning that no additional actions (e.g. clicking a button) are required to refresh the data.

After completing the shopping, the customer clicks on “CART” in the upper right corner and then the button or link “Proceed to checkout”.

The order is then completed on the Checkout page. If the customer is not registered and logged in, they must first create an account:

- the customer fills in the payer’s details (fields marked with * are mandatory);
- if the customer wishes to create an account at the same time, they select “Create an account” and enter an email address and password.

If the customer is already registered and logged in:

- the customer selects one of the available payment methods, which are described in more detail below, and enters the required information if necessary.

Before completing the purchase, the customer confirms that they agree with the General Terms and Conditions by selecting the confirmation checkbox.

3.8.1 Payment

The sales contract between Klub AKSB Impol as the provider and the customer is concluded at the moment when the provider confirms the order (the order status changes to “Processed”). From that moment onward, all prices and other conditions become binding for both the provider and the customer.

All prices include VAT, unless expressly stated otherwise.

The <https://shop.pcsb.si> online store accepts the following payment methods:

1. Card payment via the Stripe service:
 - 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>).
2. Payment by pro forma invoice using the "scan and pay" method (payment via UPN/SEPA).
3. Payment via a manually completed UPN/SEPA payment order (bank transfer).

3.8.2 Right of withdrawal

For natural persons

The consumer (this applies exclusively to natural persons) has the right to notify PCSB within 14 days of purchase (via email info@pcsb.si) that they withdraw from the contract, without having to state a reason for their decision. The withdrawal period begins one day after the date of purchase. The only cost borne by the consumer in connection with withdrawal from the contract is the cost of returning the goods. The goods must be returned to the provider at the registered office of PCSB no later than 30 days from the date of submitting the notice of withdrawal from the contract (purchase). If the consumer has already started using the item, withdrawal from the contract is no longer possible.

The goods must be returned undamaged, in unchanged quantity, and in the original packaging, unless the goods have been destroyed, damaged, lost, or their quantity has been reduced without the consumer being at fault.

A refund of the purchase price for tickets is possible if the ticket has not been used and less than 14 days have passed since the purchase.

The refund will be issued as soon as possible, but no later than 14 days from receipt of the notice of withdrawal from the contract. In order to ensure certainty, accuracy, and timeliness of the refund and to maintain records of payments, the refund will be made exclusively by transfer to the customer's transaction account. Cash refunds are not possible.

Under the Consumer Protection Act (ZVPot-1), the customer may, in the event of irregularities in the provision of a service about which the company has been notified:

- request free remediation of irregularities in the provided service,
- request re-performance of the service,
- request a partial refund of the purchase price proportionate to the irregularities in the service, or
- withdraw from the contract and request a refund of the paid amount.

For all rights not explicitly defined in these General Terms and Conditions, the Consumer Protection Act and other relevant legislation apply directly.

For legal entities

Customers who are legal entities are not subject to the same rules as consumers.

The provisions of the Consumer Protection Act do not apply to legal entities and sole traders (s.p.).

If a purchase is made by a legal entity or a sole trader (s.p.), such buyer does not have the same rights as a consumer and therefore cannot return goods for which an invoice was issued to a legal entity or sole trader without a justified reason for return (e.g. material or legal defect, warranty claim), as required by the Obligations Code.

3.8.3 Contact

You can contact us with inquiries about general information, use of the website, orders, deliveries, or returns.

Phone	+386 (0)64 170 233
Email	<u>info@pcsb.si</u>

3.8.4 Purchase security

The online shop <https://shop.pcsb.si> is protected by a domain certificate that uses the SSL (Secure Sockets Layer) cryptographic protocol, which enables secure communication on the internet and secure purchases.

3.9 Warranty

Products are covered by a warranty if this is stated on the warranty certificate. The warranty is valid in accordance with the instructions on the warranty certificate and upon presentation of the invoice.

Warranty periods are stated on the warranty certificates. Warranty information is also provided on the product presentation page. If no warranty information is provided, the product has no warranty or the information is currently unknown. In such cases, the customer may contact the provider, who will provide up-to-date information.

4 House rules

Every user of the Slovenska Bistrica Climbing Center is required to comply with the House Rules, which are available at <https://pcsb.si/en/house-rules/> and physically at PCSB.

5 Protection of personal data and processing of personal data for the provision of services

For the purpose of contract performance, Klub AKSB Impol collects and processes the following personal data of each visitor: (1) first and last name, (2) date of birth, (3) gender, (4) address, (5) email address, (6) telephone number, and (7) photograph of the visitor.

If the visitor is a child, Klub AKSB Impol additionally stores the following data: (8) first and last name of the parent or legal guardian, (9) email address, and (10) telephone number of the parent or legal guardian.

The visitor consents to Klub AKSB Impol using their email address and telephone number for maintaining contact and performing the contract with Klub AKSB Impol.

As the controller and processor of personal data, Klub AKSB Impol undertakes to respect privacy. Personal data of visitors may be used exclusively for the purposes and to the extent necessary for the performance of the contract and other agreements between the visitor and Klub AKSB Impol.

For the purposes of the club's operations, Klub AKSB Impol may use the collected visitor data in anonymized form.

All personal data entrusted to Klub AKSB Impol are managed and processed by Klub AKSB Impol or by entities authorized by Klub AKSB Impol.

Klub AKSB Impol undertakes to carefully protect all personal data and to use them in accordance with legislation governing personal data protection and with the club's internal regulations.

Klub AKSB Impol undertakes not to disclose personal data to third parties, except in cases where the visitor has given consent.

The collected personal data will be stored until the visitor withdraws consent, or for as long as necessary to achieve the purpose for which the personal data are processed or to meet legal requirements.

An individual may withdraw consent at any time, request access to, correction of, restriction of processing of, deletion of, or transfer of their personal data, or submit a complaint by sending an email to info@pcsb.si.

Withdrawal of consent does not affect the processing of data carried out prior to the withdrawal.

Klub AKSB Impol undertakes to implement all necessary technical and organizational protective measures to ensure the protection of personal data.

In the event of a personal data protection breach, Klub AKSB Impol undertakes to implement all necessary measures (technical and organizational) to protect the rights and interests of the visitor, to notify the visitor of the breach, and to inform the competent authority in the Republic of Slovenia.

Personal data protection is defined in more detail in the Privacy Policy available at <https://pcsb.si/en/privacy-policy/>.

6 Copyright

Klub AKSB Impol is the holder of all material and moral copyright over all copyrighted content in the broadest sense (content, texts, photographs, sketches, graphic elements, maps and plans, audio-video recordings, music, computer programs, and other content) published on the website <https://pcsb.si>. The holders of individual content items may also be the club's partners or contractual collaborators, or such content is marked with an appropriate indication of the source and author. In addition to proprietary sources, the use of purchased materials from multimedia websites (e.g. www.depositphotos.com, www.shutterstock.com, www.pixabay.com, etc.) is also possible.

Content published by the club may be viewed in accordance with legislation governing copyright and related rights and intellectual property. Copyright works are protected from the moment of their creation and do not require special marking. Without the express prior written consent of the author, any copying, transcription, modification, reproduction, public display or performance, distribution for commercial purposes, and other forms of use of copyrighted works, as well as the use of data or content, are prohibited.

In the case of any permitted use of content published by Klub AKSB Impol or other authors, all copyright notices, industrial property rights notices, and other notices and warnings must be preserved. The owner of the signs and trademarks appearing on the website is the club or a third party. Any use of such trademarks is expressly prohibited without appropriate prior written consent of the rights holder. All signs, including those not registered as trademarks, are protected under copyright law.

7 Final provisions

These General Terms and Conditions shall enter into force on the date of publication on the website <https://pcsb.si>.

Slovenska Bistrica, 9 October 2024

KLUB AKSB Impol
Danilo Tič, President
