

Operating rules of the electric bike rental

Electric bike rental operator:

TMR Ještěd a.s.

with registered office in Liberec, Liberec V-Kristiánov, Jablonecká 41/27, Postcode 460 05

IČ: 06080413 DIČ: CZ06080413

company registered in the Commercial Register at the Regional Court in Ústí nad Labem, B 2685 (hereinafter also referred to as "lessor" or "operator")

Use of an electric bicycle (hereinafter referred to as the "Equipment"):

1. The equipment can only be rented upon presentation of at least one of the following documents:
 - (a) a valid ID card
 - (b) a valid passport
 - (c) a driving licence
2. Only a person over 15 years of age can be a tenant. (The lessee may also be referred to as "user" in documents signed with the lessor)
3. The equipment is leased to the lessee solely for the purpose of testing the characteristics of the type of equipment. The equipment contains GPS for safety reasons.
4. Before handing over and taking over the equipment, the lessee is obliged to thoroughly inspect and test the bike and report any defects to the lessor. Later complaints will not be taken into account.
5. If the hirer discovers any defects or deficiencies during the period of use, he is obliged to report them on handing back the equipment.
6. The Hirer shall treat the equipment in such a way as to prevent damage or malfunction; in the event of any damage or malfunction or any other complications, the Hirer shall immediately report this to the Lessor on the service number +420 702 283 547, which the Lessor will be available on during the operating hours. In the event of a breakdown, the Lessee is not entitled to repair the equipment or interfere with its settings in any way without consulting the Lessor, except for adjusting the saddle, fitting a fallen chain and replacing the inner tube, if necessary. It is forbidden to make any changes to the equipment without the consent of the lessor.
7. The hirer is prohibited from handing over or lending or letting the equipment to any other person not specified in the contract.
8. It is not allowed to use the equipment under the influence of alcohol or narcotic and psychotropic substances.
9. The Lessee is obliged to take care of his/her personal safety and the safety of third parties when using the equipment and to use protectors.
10. The lessee is obliged to use the equipment exclusively on the marked routes. Due to the fact that the designated cycle paths and roads are located in the Ještěd Nature Park, it is not allowed to ride outside these routes. The Lessee is not allowed to ride on the equipment in the Ještěd Bike Park. Any fines are the responsibility of the lessee.

Fees:

1. Before the conclusion of the contract, the lessee shall pay the rent and deposit for the rental of the equipment according to the valid price list.
2. If the lessee exceeds the period for which he/she has paid the rent (rental period), he/she is obliged to pay the amount according to the valid price list, i.e. in the amount corresponding to the rent for the period for which he/she has actually used the equipment, which is calculated from the time the lessee takes over the equipment until its return to the lessor. Otherwise, if the paid rental period is not used up, the rent paid shall not be refunded.

3. The lessor may demand the return of the equipment even before the end of the agreed rental period if the lessee uses the equipment in violation of the rental rules. In such a case of early termination of the agreed rental period, the tenant is not entitled to compensation for any damages.
4. In the event of replacement of the equipment and collection of the lessee (unless it is solely the fault of the equipment and the lessor's fault), the lessor shall charge for the collection of the lessee the amount of 300 CZK. In the event of damage to the equipment, the lessor shall charge the cost of repair of the equipment in the amount of 300 CZK per hour of work of the service technician.

Responsibility:

1. Riding on the rented equipment is at your own risk and the lessor shall not be liable for any damage caused by the lessee during the rental period to the lessee's property or other movable or immovable objects, whether owned by the lessee or other persons, nor shall the lessor be liable for the health of the lessee or other persons whom the lessee has allowed to use the equipment during the entire rental period.
2. The lessee assumes responsibility for all the equipment specified in the contract signed by him as well as for the persons using the equipment specified in the contract signed by him.
3. By signing the contract, the lessee assumes all responsibility for the equipment until it is returned to the lessor. In the event of leaving or moving away from the equipment during the rental period, the renter is obliged to secure it against theft (locking the equipment with an appropriate lock).

Borrowing and operating hours:

1. Equipment can be rented at any time during operating hours.
2. The handover and take-back of the equipment takes place at the rental facility.
3. The opening hours of the equipment rental office are from 9:00 to 17:30 every day.

Indemnity:

1. The lessee is obliged to use the equipment in such a way that no damage is caused to it. The Lessee shall immediately notify the Lessor of any accident or any other damaging event and, in the case of damage caused by a third party, the Police of the Czech Republic. The Lessee shall be liable for any defects or damage caused to the equipment during the rental period, except for defects and damage caused solely by the nature of the equipment.
2. Any defect in the equipment must be reported by the lessee to the lessor no later than when the equipment is handed back to the lessor. In the event of delay in fulfilling this obligation, the lessee shall not be relieved of the obligation to pay for the damage incurred in full and shall be obliged to pay for the necessary repair of the equipment in full. Soiling of the equipment as a result of its normal use is not considered a defect in the equipment.
3. If the Lessee fails to return the equipment by the end of the agreed rental period and also by the end of the Rental's operating hours on the day on which the agreed rental period has ended, the Lessor shall request the Lessee to hand over the equipment immediately. If the equipment is not handed back to the lessor even after this request, the lessor is entitled to demand the lessee to pay the selling price of the equipment.

The Operating Regulations come into force on 01.04.2024 and are valid until revoked.

The current version of the operating rules is posted in a visible place in the rental office.