

Scooter Lease Terms and Conditions

Operator of the Scooter Lease Service:

TMR Ještěd a.s., Company ID No. 06080413, with its registered office at Jablonecká 41/27, 460 05 Liberec, Czech Republic, is the operator of the scooter lease service at Skiareál Ještěd (the Lessor).

These Terms and Conditions govern the legal relationship between the Lessor and the customer (the Lessee).

The Lessee uses the scooter or scooters, the receipt of which has been confirmed by signing the Binding Service Order – Scooter Lease or another binding service order. Upon acceptance and signature of the Binding Service Order by the Lessor, a lease agreement is concluded.

Conditions of Lease and Liability:

1. The agreed lease fee according to the valid price list must be paid in advance.
2. A scooter may only be leased upon presentation of a valid identity document (ID card, passport, driving licence, or equivalent document clearly identifying the Lessee).
3. The Lessee must be at least 18 years of age. If the user is under 18 years of age, the lease may only be concluded by an accompanying person over 18 years of age who presents valid identification.
4. The Lessee is obliged to inspect the technical condition of the scooter upon handover and immediately before commencing the ride. Later objections shall not be taken into account.
5. Upon handover, the Lessor shall instruct the Lessee in the basic operation of the scooter, proper riding technique, and compliance with the agreed lease period.
6. The Lessee shall comply with the selected lease period:
 - **FUN TICKET from the Information Centre – 2.5 hours (8:30–14:00):** one chairlift ride and lease of one scooter for 2.5 hours.
 - **SCOOTER ONLY – (8:30–16:00):** lease of one scooter for 30 minutes.
7. If the scooter is returned after the agreed time, the Lessee shall pay a contractual penalty of **CZK 190 for each scooter returned late.**
8. Upon signing the Binding Service Order, the Lessee assumes full responsibility for the scooter until its return.
9. Use of the scooter is entirely at the Lessee's own risk. The Lessor shall not be liable for any damage caused by the Lessee to their own property, the property of third parties, the health of the Lessee, or any other person during the lease period. The Lessor shall not be liable where these Terms and Conditions or applicable legal regulations are breached.
10. The Lessee is strongly advised to use marked tourist routes, preferably the route recommended by the Lessor.
 - **Road scooter:** intended for public roads (orange route).
 - **Off-road scooter:** intended for roads and forest paths (orange, red, blue and green routes).
11. Before entering into the lease, the Lessee shall familiarize themselves with these Terms and Conditions and comply with them in full. By signing the Binding Service Order, the Lessee confirms that they have read, understood, and accepted these Terms and Conditions. Any breach of these Terms and Conditions by the Lessee may be deemed by the Lessor to constitute a material breach of the Binding Service Order, resulting in termination of the lease.

12. If the Lessee leases multiple scooters for other users, including persons under 18 years of age, the Lessee assumes responsibility for all scooters, accessories, and all such users. Where users are minors, responsibility is also borne by their legal guardian where present.
13. Each scooter is intended for one person only. Maximum weight limit: 120 kg. Children's scooters: 70 kg. The Lessee shall ensure that no person exceeding the applicable limit uses the scooter and shall be fully liable for any resulting damage.
14. Any transfer, sublease, or lending of the scooter to a person not specified in the Binding Service Order is strictly prohibited.
15. The Lessee shall comply with all generally binding legal regulations, in particular road traffic regulations. Persons under 18 years of age are legally required to wear a properly fastened protective helmet. Parents and legal guardians bear full responsibility for minors during use of the scooter.
16. The Lessee shall fully comply with all rules applicable to scooter use in road traffic and shall bear full liability for damage caused by non-compliance, collisions, or impact with obstacles. The Lessee shall reimburse all repair costs incurred. In the event of an accident causing damage to the scooter, property, or health of third parties, the Lessee shall be fully liable and shall immediately inform the Lessor.
17. In the event of theft of the scooter, the Lessee shall compensate the Lessor in the amount of the current price of the scooter according to the manufacturer's price list.
18. In the event of damage, loss, or theft of the scooter, the Lessee shall immediately notify the Lessor by telephone at +420 737 222 499 and the Police of the Czech Republic at 158. The Lessee shall pay the full replacement value and any repair costs within ten days of receipt of the invoice and payment request.
19. Consumption of alcohol, narcotic substances, and smoking during use of the scooter is prohibited.
20. In the event of late return, the Lessee shall pay the contractual penalty specified in the Binding Service Order.
21. The Lessee shall return the scooter(s) in the same condition as received, taking into account ordinary wear and tear.

Final Provisions:

These Terms and Conditions enter into force on 31 March 2026 and remain valid until revoked.

The current version of these Terms and Conditions shall be displayed in a visible place at the scooter lease premises.