

## **General Terms and Conditions of the TMR Ještěd Rental Service**

### **Basic Provisions**

These General Terms and Conditions apply to all online, telephone, and written orders for services and products of the TMR Ještěd rental service (hereinafter referred to as the **"General Terms and Conditions"**). The operator of the TMR Ještěd rental service is TMR Ještěd, a.s., ID No.: 06080413, with its registered office at Jablonecká 41/27, 460 05 Liberec (hereinafter referred to as the **"TMR Ještěd Rental"** or the **"Operator"**).

All services provided by the Operator based on telephone, written, or online orders via the Internet or other online platforms are subject to these General Terms and Conditions. These General Terms and Conditions also apply to in-person purchases of TMR Ještěd rental services at any of its premises. Unless explicitly agreed otherwise, these General Terms and Conditions apply to all legal acts and contractual relationships concluded online, in writing, by telephone, or in person between the Operator, as the service provider, and its clients, as contractual partners – service purchasers (hereinafter referred to as the **"Clients"**).

Orders for the Operator's services may be made via the order forms at [www.skijested.cz](http://www.skijested.cz), by email at [info@skijested.cz](mailto:info@skijested.cz), or by phone at +420 737 222 499. TMR Ještěd rental services may also be purchased directly at any of the Operator's rental locations.

### **TMR Ještěd Rental Service Offer**

All offers presented by the TMR Ještěd Rental service, whether online or at physical locations, may be subject to limited validity. Prices are listed in Czech crowns (CZK) including all applicable taxes.

TMR Ještěd Rental does not guarantee the accuracy, completeness, timeliness, or quality of the provided information. Any claims for liability against TMR Ještěd Rental for material or non-material damage arising from the use or non-use of the provided information, or from the use of incorrect or incomplete information, are excluded unless such damage was caused by demonstrable fault on the part of TMR Ještěd Rental.

The TMR Ještěd Rental reserves the right to adjust, update, change, supplement, or discontinue any part of its offers or service presentations at any time at its sole discretion.

### **Conclusion of Contract**

#### **a) Telephone, written, and online service reservations, order confirmation, contract conclusion**

Only written confirmations of orders issued by TMR Ještěd Rental are decisive for the acceptance of reservations and the scope of services provided. The contract is considered concluded upon written confirmation of the order by TMR Ještěd Rental. Any verbal or telephone arrangements are valid only if explicitly confirmed in writing by TMR Ještěd Rental.

TMR Ještěd Rental undertakes to respond to written or electronic correspondence from the client without undue delay, and no later than within two business days if possible.

#### **b) Conclusion of contract on-site**

In the case of purchasing services at one of the Operator's premises, based on the current service offer, the contract is concluded directly between the Operator and the client on-site.

### **Payment Terms**

#### **a) Payment terms for telephone and online service purchases**

Unless otherwise agreed in writing, full payment for services ordered electronically, in writing, or by phone must be made immediately after receiving the written order confirmation. A 100% advance payment is required.

In the event of delayed payment, TMR Ještěd Rental is entitled to charge statutory late payment interest or

to withdraw from the contract. Such withdrawal will be made in writing and is effective upon delivery to the client (email delivery is also considered valid delivery).

TMR Ještěd Rental reserves the right to unilaterally change prices depending on quality or changes in the ordered assortment.

By paying the service fee, the client agrees to the General Terms and Conditions.

For rentals from the Ještěd Transmitter location, a refundable deposit of CZK 300 is required for both road and off-road scooters. The deposit will be refunded after the scooter is returned and checked by the Infocentre staff.

#### **b) Payment terms for on-site service purchases**

When purchasing services on-site, the client pays the service fee immediately. A 100% advance payment is required. The Operator will issue a tax receipt on the spot.

In the event of delayed payment, the Operator is entitled to charge statutory late payment interest or to withdraw from the contract. Such withdrawal will be made in writing and is effective upon delivery to the client (email delivery is also considered valid delivery).

TMR Ještěd Rental reserves the right to unilaterally change prices depending on quality or changes in the ordered assortment.

By paying the service fee, the client agrees to the General Terms and Conditions.

For rentals from the Ještěd Transmitter location, a refundable deposit of CZK 300 is required for both road and off-road scooters. The deposit will be refunded after the scooter is returned and checked by the Infocentre staff.

- Infocentre rental is open from 8:30 AM to 5:00 PM.
- Horní Skalka rental is open from 9:00 AM to 4:00 PM.
- Ještěd Transmitter rental is open from 9:30 AM to 4:30 PM.
- Ještěd Transmitter offers off-road and road scooters.
- Infocentre offers off-road scooters and e-bikes.
- Horní Skalka offers off-road scooters.
- The rental service is available for both children and adults.

#### **Reservations**

- We recommend placing your order at least one day in advance. Orders may be made in person or online at [www.rezervace.skijested.cz](http://www.rezervace.skijested.cz).
- Full payment is required immediately after the service is booked.
- It is not possible to reserve a service without immediate payment.
- Please adhere to your selected pick-up time for scooters or e-bikes.  
Pick-up locations include the Infocentre, Horní Skalka top station, or Ještěd Transmitter.
- In case of a late arrival, TMR Ještěd Rental cannot guarantee the full rental duration due to subsequent bookings.
- Rentals take place in all weather conditions.
- All equipment must be returned to the Infocentre Ještěd (Beranova cesta 632, 460 08 Liberec). Tel. +420 737 222 499.

#### **Scope of Services and Complaints**

Scooter or e-bike rental (hereinafter "rental") is available in all weather conditions.

The standard rental period for scooters from the Infocentre or Horní Skalka is 2.5 hours.

From the Ještěd Transmitter, the scooter rental period is 30 minutes.

The rental period for an e-bike is 1 day.

Rentals are at the client's own risk, and accident insurance is recommended prior to the rental.

Clients must strictly follow the instructions provided by TMR Ještěd Rental staff. Failure to do so may result in immediate termination of the contract.

TMR Ještěd Rental reserves the right to immediately terminate the contract with any client under the influence of alcohol or drugs or who verbally or physically assaults staff. In such cases, the client is not entitled to a refund or any compensation.

Services will be provided at the agreed place and time. Changes to the place or time of provision require mutual agreement. Failure to arrive on time entitles the Operator to deny service without refund.

In case of severe weather conditions (strong wind, storms, rain) where service cannot be safely provided, this shall not be considered a breach of contract, and no refund or compensation shall be granted.

### **Cancellation Policy**

The client may withdraw from the contract at any time before the service is provided, subject to the following cancellation policy. No reason for withdrawal is required.

In the event of cancellation due to force majeure (unforeseeable circumstances), the rental may be rescheduled by mutual agreement.

If a service is canceled:

- More than 10 days before the scheduled date: 100% refund
- 10 to 7 days before: 60% refund
- 6 to 3 days before: 40% refund
- 2 days to 24 hours before: 20% refund
- Less than 24 hours before or in case of no-show: no refund

Regardless of the above, if the client is unable to use the service due to a legal regulation or decision by a government authority (e.g., in connection with COVID-19), or if the TMR Ještěd Rental is unable to provide the service for such reasons, this shall not be deemed a breach of contract. However, the Operator may choose to refund part or all of the payment or offer the service at an alternative time.

The Operator shall make such decisions independently or upon receiving a justified request from the client. There is no legal entitlement to a refund or alternative date.

### **Personal Data Processing and Storage**

The processing of personal data is limited to what is necessary for client identification and record-keeping purposes.

All information about data processing is available in the Privacy Policy at [www.tmr.sk](http://www.tmr.sk).

### **Client Health and Safety**

Information on potential risks of sports activities:

When renting equipment, adapt your riding to your experience and abilities to avoid harm to yourself or others.

Injuries may result from your own actions or those of others (including negligence).

Helmets must be worn during the rental; they are included in the service price.

Clients are not insured by TMR Ještěd Rental; rentals are at their own risk. Accident insurance is recommended.

### **Final Provisions**

By purchasing services from the TMR Ještěd Rental, the client agrees to these General Terms and Conditions.

These General Terms and Conditions come into effect on June 4, 2025, and remain valid until further notice.

The current version is always available at visible locations on-site and on the website [www.skijested.cz](http://www.skijested.cz).

Liberec, June 4, 2025

**TMR Ještěd, a.s.**

*Tomáš Dušek, Motion Manager*