

GENERAL TERMS AND CONDITIONS – SKI AND SNOWBOARD EQUIPMENT RENTAL

1 – Introductory Provisions

1.1 – These General Terms and Conditions (hereinafter referred to as the “GTC”) govern the contractual relationship between the client (hereinafter referred to as the “Client”) and the company TMR Ještěd, a.s., with its registered office at Liberec V - Kristiánov, Jablonecká 41/27, Postal Code 460 05, Company ID No. 06080413, registered with the Regional Court in Ústí nad Labem, Section B, File No. 2685 (hereinafter referred to as the “Operator”), which operates the ski and snowboard equipment rental service. The Client may be either a consumer or a business entity.

1.2 – The ski and snowboard equipment and accessories rental service is provided by the Operator to the Client on the basis of a business lease agreement for movable property concluded between the Operator as the lessor and the Client as the lessee. Under this agreement, the Operator undertakes to provide the Client with temporary, paid use of ski equipment and/or snowboard equipment and/or accessories for ski and/or snowboard equipment, or sleds, as per the Operator’s offer (hereinafter also referred to as the “Rental Item”), and the Client undertakes to use the Rental Item for the agreed period solely for the agreed or customary purpose and to pay the agreed fee to the Operator for its use (hereinafter referred to as the “Rental” or “Service”).

1.3 – Ski equipment refers to skis.

1.4 – Snowboard equipment refers to snowboards.

1.5 – Accessories to ski and/or snowboard equipment include ski boots, snowboard boots, ski poles, and helmets.

2 – Conclusion of the Rental Agreement

2.1 – The rental agreement between the Client and the Operator is concluded directly at the Operator’s rental facility.

2.2 – Upon conclusion of the rental agreement, the Client is required to present a valid identity document to the Operator’s staff. The Operator will verify the identity document using a reader device in order to enter the Client’s basic data (name, surname, document number, document validity) into the rental system, which the Client agrees to by presenting their identity document.

3 – Price List

3.1 – The amount of rental fees for the Rental Item is stated in the price list available on the Operator’s website www.skijested.cz and at the rental facility.

3.2 – The possibilities of applying discounts and the conditions for doing so are specified in the Price List available on the Operator’s website www.skijested.cz and at the rental facility.

4 - Use of the Service, Liability for Damage, and Other Terms

4.1 – After concluding the rental agreement in accordance with these GTC, the Operator shall provide the Client with the Rental Item.

4.2 – Upon handover and acceptance of the Rental Item to the Client, a handover protocol shall be completed and signed by both the Operator's staff and the Client.

4.3 – Upon return of the Rental Item by the Client to the Operator, a return protocol shall be completed and signed by both the Operator's staff and the Client.

4.4 – The Client is entitled and at the same time obliged to use the Rental Item during the rental period exclusively for skiing and/or snowboarding purposes, and in a manner appropriate to the nature and intended use of the Rental Item.

4.5 – The Client is obliged to use the Rental Item in such a way that no damage occurs and to prevent any imminent damage.

4.6 – The Client is liable for any damage caused to the Rental Item from the moment it is taken over from the Operator and the handover protocol is signed, until the moment it is returned to the Operator and the return protocol is signed.

4.7 – The Operator offers the Client the option of insuring the ski and/or snowboard equipment and/or accessories against damage for the following prices: 100 CZK / 2 hours, 4 hours, or 1 day for ski and/or snowboard equipment; 220 CZK / 2 days; 360 CZK / 3 days; 30 CZK / 4 days; 660 CZK / 5 days; 790 CZK / 6 days; 930 CZK / 7 days. The insurance does not cover loss or theft of the equipment.

4.8 – The Client is obliged to report any damage, loss, destruction, or theft of the Rental Item to the Operator without undue delay. In the event of theft, the Client must submit a police report issued by the relevant police department. In case of loss or destruction of the Rental Item, the Operator is entitled to demand, in addition to the rental fee, default interest in accordance with Government Regulation No. 351/2013 Coll., which implements certain provisions of the Civil Code, or contractual penalties for late return, until the Client reports the loss or destruction of the Rental Item to the Operator.

4.9 – In the event of destruction of the ski and/or snowboard equipment and/or accessories and/or sleds, the Client is liable to the Operator for the resulting damage in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code, as amended. If the Client has not purchased insurance offered by the Operator, they are obliged to compensate the damage in the following amounts:

Compensation – loss, theft, breakage – skis/SNB BASIC	5 400 Kč
Compensation – loss, theft, breakage – skis/SNB STANDARD	14 900 Kč
Compensation – loss, theft, breakage – skis/SNB TOP	26 000 Kč
Compensation – loss, theft, breakage – poles	300 Kč
Compensation – loss, theft, destruction – boots	3 000 Kč
Compensation – loss, theft, destruction – sleds	2 000 Kč
Compensation – loss, theft, destruction – helmet	1 000 Kč
Repairable damage – ski base	680 Kč
Repairable damage – ripped-out edge	1 500 Kč

4.11 – In the event of a malfunction of the ski and/or snowboard equipment and/or accessories, the Operator shall provide the Client with replacement equipment and/or accessories, or shall arrange for the malfunction to be resolved.

4.12 – The Operator shall not be liable to the Client for any damage to health and/or property. The Client uses the ski and/or snowboard equipment and/or accessories and/or sleds at their own risk.

4.13 – Any complaints regarding the services provided may be submitted by the Client at the Operator's rental facility during business hours.

4.14 – The Client undertakes that the information provided during check-in is accurate and truthful.

5 – Payments

5.1 – Payment can be made in cash or by payment card (e.g. Visa). Payment is made at the time of rental, upon handover of the Rental Item by the Operator to the Client.

5.2 – The Client shall pay the rental fee according to the length of time for which the Rental Item is rented. The rental period is calculated from the moment the Rental Item is issued, as indicated on the receipt provided by the Operator, until the moment the Rental Item is returned.

Operator's Notice

The rental fee, according to the price list, is based on the exact rental duration. The receipt is automatically generated by the cash register system, and the Operator has no possibility to charge the rental fee differently than based on the actual rental period. The Client is responsible for returning the Rental Item on time. (e.g. if the Client returns the Rental Item after 2 hours and 1 minute, the fee for 4 hours will be charged). In the event of a late return, the Client is obliged to pay the additional rental fee. A "1-day" rental is defined as the time period from the conclusion of the rental agreement until 16:30 on the same day. For multi-day rentals, the first day is the day the rental agreement is made, and each subsequent day counts as an additional rental day. The last day of a multi-day rental ends at 16:30.

6 - Personal Data Protection

6.1 – The scope of processed personal data is minimized to the extent necessary for the purpose of recording and identifying the Client.

6.2 – All necessary information regarding the processing of personal data is available in the "Personal Data Protection" section at www.skijested.cz.

7 - Final Provisions

7.1 – The rights and obligations of the Client and the Operator in matters not governed by these GTC are subject to the applicable provisions of Act No. 89/2012 Coll., the Civil Code.

7.2 – All legal disputes arising from the contractual relationship fall under the jurisdiction of the courts of the Czech Republic. The court with local jurisdiction is the general court of the Operator. The governing law is Czech law. The contractual language is Czech.

7.3 – In the event of a consumer dispute arising from the rental agreement that cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court settlement to the designated alternative dispute resolution body, which is the Czech Trade Inspection Authority, Central Inspectorate, based in Prague 2, Gorazdova 24, 120 00, Email: adr@coi.cz, Website: www.adr.coi.cz.

These General Terms and Conditions are valid and effective from December 1, 2025.