

## **General terms and conditions**

**General rental and payment conditions of the company Sport Gratz KG,  
Großdorf 80, 9981 Kals am Großglockner.**

### **1. General**

The following general terms and conditions (GTC) apply to all business relations between Alpinsport Gratz / Sport Gratz KG, Großdorf 80, 9981 Kals am Großglockner and the customer.

By making an online reservation or by signing the rental slip, the customer acknowledges these GTC and agrees to them.

The rental is exclusively subject to the following conditions:

### **2. General rental conditions for winter and summer sports equipment**

#### **2.1 Booking**

For online reservations, the entire rental price is to be paid exclusively online and can be paid using the available payment methods. The prices are those shown on the booking website of Sport Gratz KG for the desired equipment or equipment category. The booking becomes valid for the customer with the online payment and receipt of the booking confirmation, for the rental shop with the receipt of the booking confirmation.

#### **2.2 Cancellation**

A cancellation of the booking is only possible due to illness, accident or other serious reasons. If the reason for cancellation is an illness or similar, Sport Gratz must be notified in writing with a medical confirmation.

Sport Gratz charges cancellation costs of 10% of the total booking costs for the cancellation of a booking.

## **2.3 Collection of the rental item**

For identification purposes in the rental business, the customer must present an official photo ID (e.g. passport or driving licence) and agrees that a copy or digital photo of this document may be made and stored.

In the case of an online reservation, the booking confirmation must also be presented.

The collection of the rental object can take place on the day before the first rental day from 3 p.m. in the rental shop without any additional costs. That means for rentals from 3 p.m. the rental price will only be charged from the following calendar day. The customer must inform himself about the opening hours of the respective rental shop.

## **2.4 Return of the rental item**

The return of the rental object must be made on the last day of the agreed rental period before the close of business or until 10.00 a.m. of the day following the last day of the rental period. The return of the rental object must be confirmed by an employee of the respective rental shop of Alpinsport Gratz / Sport Gratz KG.

If the sports equipment is returned before 10.00 a.m. the current calendar day will not be charged. After that time the customer has to pay the full rent for this day to Alpinsport Gratz / Sport Gratz KG. The customer must inform himself about the opening hours of the respective rental shop.

### **2.4.1. No return or delayed return**

In case of a longer use of the rental object, the difference between the actually used rental period and the reserved or paid rental period is calculated and payable directly in the shop.

In the event that the borrowed material is not returned on time, Alpinsport Gratz / Sport Gratz KG will automatically report the theft to the customer and charge a corresponding additional fee.

### **2.4.2 Early return**

In the event of premature return of the rental object the rental fee will not be refunded.

If the equipment cannot be used due to adverse weather conditions or other disabilities the rental fee will not be refunded.

In case of injury or illness of the customer during the rental period the sports equipment is to be returned immediately and a medical confirmation must be presented. In this case the unused rental price will be refunded or not charged from the day of return. No refund is possible without a medical certificate.

### **2.5 Exchange**

A one-time exchange of the rented sports equipment is free of charge. If sports equipment of a higher category is taken the surcharge according to the price list must be paid. No money will be refunded for an exchange to a lower category. A fee will be charged for each additional exchange.

### **2.6 Use of the rental item/ duties of the lessee**

- The lessee must check the correctness of the data provided online or on site before borrowing and must notify any changes immediately.
- The customer is fully responsible for the rented sports equipment and must use it carefully and in accordance with its intended purpose, i.e. only in accordance with its function and conditions of use.
- The lessee is obliged to check the rented sports equipment for defects and has to report these when taking it over. The lessee is liable for all damages occurring during the rental period, unless insurance has been taken out or is not included.
- The passing on of the sports equipment to third persons is not permitted.
- The customer shall avoid damage to the rental goods and use the rental goods in such a way that damage does not occur.
- The customer must ensure that the sports equipment is stored in such a way as to prevent confusion or theft. For this purpose skis shall only be stored individually and separately or in ski safes. During the night the sports equipment shall be stored in a locked ski room or depot of the accommodation or in a locked motor vehicle.

- With the signature on the rental certificate the renter confirms the correctness of his personal data, which serve for the professional binding adjustment.
- The lessee may not arbitrarily change the binding setting made by the lessor or the lessor assumes no liability for an arbitrary change of the binding setting by the customer.
- The rented sports equipment must be returned in a suitable condition.
- No liability is assumed for accidents of any kind, in particular the landlord is not liable for damages resulting from a false statement of the tenant - in particular in connection with the binding adjustment.

## **2.7 Loss of or damage to the rental item/liability of the lessee**

In the event of loss or culpable damage or excessive wear and tear due to improper use (e.g. damage to the running surfaces and edges of skis and snowboards due to riding over stones, broken poles, etc.) of the hired object, the customer is obliged to compensate the adult damage.

The damage includes the actual repair costs or the current market value of the rental object, if a repair no longer seems economically reasonable, i.e. the repair costs exceed the current market value.

In case of loss or theft of the rental item the hirer is liable for the full current value.

In the event of theft of the rental item the customer must report this to the police immediately and report it to the landlord!

## **2.8 Insurance / Limitation of liability of the hirer**

All our rental prices include insurance against breakage and damage.

If you rent a bike or e-bike, the insurance is not included in the price - but can be added.

The insurance cover is limited to the use of the sports equipment on secured slopes. In case of breakage or damage of the sports article under the influence of alcohol the full insurance cover is not guaranteed.

If no insurance has been taken out or included, the full current value or the repair costs for Alpinsport Gratz / Sport Gratz KG shall be reimbursed by the customer in the event of breakage or damage of the rental item.

### **3. Data protection**

Personal data that you provide on the online reservation website of Alpinsport Gratz or on site will be processed and used exclusively for the processing of your enquiries or online reservations, in compliance with the applicable national and European data protection regulations.

Sport Gratz KG respects the confidentiality of your data in any case and will not sell, rent or make it available to third parties.

### **4. Place of jurisdiction**

Austrian law shall apply exclusively - to the exclusion of the reference norms - as agreed. The exclusive place of jurisdiction shall be the competent court at the registered office of the lessor.

Liability for Sport Gratz KG going beyond the reservation is excluded.

### **5. Other**

All information is subject to typographical errors and misprints.

The headings of the provisions contained in these lending conditions are for convenience only and may not be relied upon in interpreting them.

This is a free translation of the German General Terms and Conditions (AGB), which prevails.