

TERMS OF SERVICE

for equipment rental (ski rental)

1) The following general terms and conditions are accepted in full by the contractual partner, i.e. the tenant, deviating conditions or agreements are not valid, only if they have been confirmed in writing by the landlord, i.e. Ms. Andrea Gatschelhofer.

Contractual partners are therefore the landlord on the one hand and the tenant on the other hand, whereby in the case of children under 18 years of age, the parents assume liability, as well as these are contractual partners or the same for other accompanying persons.

2) **Conclusion of the contract:** The rental contract becomes valid when the rental items are handed over.

3) German is agreed as the **contractual language** and the tenant also declares with his signature that he has sufficient knowledge of this in order to understand the general terms and conditions. Any posting of these general terms and conditions in a language other than German only serves to aid understanding for the tenant, but does not change the agreed contractual language.

4) **Adjustment of ties and right of use:** The tenant is expressly instructed on the importance of the correct personal information, especially since this is required for the adjustment of ties. Due to the fact that the bindings are individually adapted to the specified body measurements and driving ability, transferring the rental items to other people is expressly prohibited. The rental equipment may therefore only be used by the specified tenant. An exchange for higher quality products is possible at any time for a surcharge.

5) **Collection / return of the rental equipment:** The rental contract begins with the collection and delivery of the rental items and they must be returned to the rental location by no later than 5:00 p.m. on the agreed return date. The rental prices are calculated on the basis of one calendar day. If the renter fails to return the rental equipment on time, the fee for a further rental day will be charged at the respective daily rate for each day or part of a day that the rental equipment is missing. No compensation will be given for an early return.

6) **Terms of use:** The rental items are only to be used on the official and approved ski slopes, driving on impassable terrain or roads is expressly prohibited due to the associated risk for the tenant, third parties and the risk of property damage to the rental items.

7) **Liability:** The tenant is fully liable for damage to the rented items and also for theft. In the event of a total loss, including total write-off, the current value is to be replaced in each case. It should be noted that the rental items are not insured; normal wear and tear on the rental property does not trigger any liability consequences or claims for damages on the part of the landlord.

The renter further declares that he has suitable skiing skills so that he can ski on the slopes he has chosen at any time and the tenant also declares that the rented equipment is appropriate and appropriate for his skiing skills.

8) **Online booking:** If rental objects are booked online, the renter agrees, with his consent to the general terms and conditions, also to the electronic invoice transmission via email to the email address given by him, as well as the right of withdrawal and the the data protection declaration cited there.

9) **Place of jurisdiction:** The place of jurisdiction of the district court of Mürzzuschlag is expressly agreed between the contracting parties.

Skischule Stuhleck-Verleih
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