

General terms and conditions for winter sport equipment

1. Conclusion of the contract

The rental contract is made between the customer making the reservation (henceforth known as the patron) and the respective sports company, (henceforth known as SPORT FUCHS) from which the equipment is rented. The rental takes place solely according to the terms and conditions below.

2. Booking

The rental price is paid in full directly at the shop when picking up the material. The valid prices are the “online booking prices” stated on the SPORT FUCHS website for the corresponding equipment or category of equipment. The booking is validated for the customer when the booking confirmation is received; for the rental shop it is validated when the booking confirmation is received.

3. Provision for cancellation/withdrawal

Cancellation of the booking is only possible in the case of illness, accident, or other severe reasons (e.g. death of a relative or a fellowtraveller). If the cancellation reason is on the grounds of illness or similar, this must be notified in writing to SPORT FUCHS and proof in form of a valid medical certificate must be supplied. No refund of the rental price can be guaranteed if the winter sport equipment is received late on the part of the patron, or if it is not received at all for any other reason. The same is true if the patron returns the ski or snowboard equipment to the rental company early. Unfavourable weather conditions, or other hindrances which are not within SPORT FUCHS’s power, do not entitle the customer to cancel the booking. In the case of injury or illness on the part of the patron during the rental period, the following arrangements are valid, on presentation of a doctor’s letter.

- a) a refund of the rental price is only possible if the rented equipment is returned to the rental company immediately after the onset of injury or illness.
- b) if point a) is satisfied, the excess rent which has been paid will be refunded from the date issue of the doctor’s letter onwards. No refunds are available without a doctor’s letter.
- c) as soon as SPORT FUCHS are informed of a case and points a) and b) have been satisfied, the excess rent which has been paid will be transferred immediately.

4. Collection and return of equipment

The patron must present both a form of official photo identification (e.g. passport or driving licence) and their booking confirmation in the rental shop and agree to a copy of the identification being made. The equipment can be picked up from the rental shop after 16.00 on the day before the first day of the rental period. The ski/snowboard equipment must be returned before close of business on the last day of the agreed rental period. In the case of the ski/snowboard equipment being used for longer, the difference between the actual period of rental used and the period of rental reserved and paid for will be calculated and will be payable on site.

5. Insurance

Rented sport equipment is not insured if no insurance policy is taken out by the patron. SPORT FUCHS itself does offer an insurance upon payment of an insurance fee of 10% of the rental price. Theft, Breakage, or damage caused by inappropriate use may be covered, subject to an excess according to the current scale of charges.

6. Exchange

A replacement for the rented sports equipment, within the pre-booked star category, is once free of charge. If sports equipment of a higher category is taken in replacement, a surcharge is payable, in accordance with the price list. No money will be refunded in the case of replacement equipment from a lower category.

7. Usage

The patron is responsible for the rented sport equipment and should only use it with care, according to its function and operating conditions. If the sport equipment is already defective when it is rented out, the rental shop can exchange the sport equipment or cancel the contract if it cannot repair the defect. Passing the equipment on to a third party is not permitted. The patron must ensure that the skis are only put down singly and separate from each other or stored in ski safes. Overnight, sport equipment should be stored in a locked ski room at the accommodation or in a locked vehicle.

8. Theft/breakage

In the case of theft, breakage, or damage due to improper use or infringement of the imposed duties of care, the patron is responsible for repair costs or replacement value. In the case of theft, the patron must report to the appropriate authorities within 24 hours and report the theft demonstrably and promptly to the rental company.

9. Data protection

Personal data entered this website will be processed and used exclusively for processing your requests and for online reservations. In accordance with effective national and European regulations (data protection). The patron agrees with the permanent saving and use of the data for marketing (e.g. Newsletters) purposes. This permission can be revoked for free at any time, e.g. by email to info@sportfuchs.at SPORT FUCHS protects the confidentiality of your details and will not sell, hire, or make it available to third parties.

10. Jurisdiction

Austrian law presides over and Austrian national courts are exclusively responsible for all legal disputes in connection with or in relation to online bookings via SPORT FUCHS. SPORT FUCHS's liability does not extend beyond the reservation made with the company.