

## GENERAL TERMS AND CONDITIONS RENTAL BAYARD SPORTS & FASHION

### Scope of application

The following General Terms and Conditions apply between Bayard Sports & Fashion and the Customer (hereinafter referred to as the Customer). They are restricted to reservations for rental equipment made and paid for online.

### Online rental

Customers who rent and pay for their rental equipment online receive immediate confirmation via e-mail.

### Prices

The prices published each season by Bayard Sports & Fashion apply. For booking/paying online, the rental price must be paid by credit card/Postcard. The prices include all statutory taxes and charges.

### Insurance

The prices include insurance for brakage and theft. Damage resulting from gross negligence is not included. Bayard Sports & Fashion provides no insurance for third-party liability or accidents, etc.

### Annullierung

Cancellation may only be made due to illness, accident or other serious reason (e.g. death of a close relative or of persons travelling with you). Bayard Sports & Fashion must be notified in writing of the cancellation, setting out the reasons for the cancellation. For the cancellation of a booking/payment, Bayard Sports & Fashion shall charge a cancellation fee of CHF 25.- for each person for whom a booking was made. The difference between the amount already paid and the cancellation costs will be promptly refunded to the Customer. No rental price refund is given if the Customer collects the rental equipment late, or for whatever other reason, is unable to collect the equipment at all. The same shall apply if the Customer returns the rental equipment to the rental agent early.

Adverse weather conditions or other obstacles that are beyond the control of Bayard Sports & Fashion do not entitle the Customer to cancel. In the event of injury or illness of the Customer during the rental term, the following provisions shall apply, upon submission of a medical certificate:

- A refund of the rental price is possible only if the rented equipment is returned to the rental agency immediately upon the occurrence of the injury or onset of the illness.
- If Point a) is complied with, the excess rental sum paid will be refunded from the date of issue of the medical certificate, which must be submitted. No refund is possible without a medical certificate.
- As soon as Bayard Sports & Fashion is notified of an illness/injury and points a) and b) are complied with, it shall remit the excess rental sum already paid.

### Claims

Claims of any kind relating to a reservation must be addressed to Bayard Sports & Fashion in writing immediately upon receipt of the booking confirmation. In the event of later claims, the Customer shall bear the full loss resulting therefrom.

### Extended benefits

Extended benefits such as changing to a higher category, additional rental equipment etc. can only be arranged locally with Bayard Sports & Fashion. In the event of a change to a lower category, there will be no refund/reduction of the price.

### Collection and return of the rental equipment

The Customer shall collect the equipment on the first day of rental from the rental agent specified on the booking confirmation. Upon request, the equipment may be collected after 15:30 on the day before the first day of rental.

The equipment must be returned before close of business on the last day of the agreed rental period. In the event of longer usage of the equipment, the difference between the rental term paid for and the period for which the equipment was actually used shall be charged, under the normal rental terms that apply locally. This sum is to be paid directly at the location.

### Deposit guarantee

Identity card, passport, driver's licence or credit card shall be acceptable as a deposit guarantee.

### Data protection

The Customer agrees to the collection and use of personal data for the processing of the rental transaction and the further information of the Customer. Bayard Sports & Fashion warrants simultaneously that it will use the data it collects only for the above purposes and will not pass these data on to third parties.

### Changes to this data protection declaration

Bayard Sports & Fashion may amend this data protection declaration at any time. Any changes will be reported here.

### Encrypted data transfer

Your personal data (name, address and phone number) as well as bank or credit card information are protected against unauthorised access through the use of "Secure Socket Layer" (SSL) encryption. By clicking on the right mouse button, you can ensure that your data is encrypted on the relevant pages. The degree of encryption can be checked by selecting "Properties" under "Connection" on the menu. Furthermore, double click on the lock displayed in the lower formatting menu of your Internet software (browser) to check the level of encryption.

### Liability

Any liability claims relating to the rental equipment arising on the grounds of theft, breakage, claims from ski or snowboard accidents, etc. shall be asserted solely against the rental agency in each case.

### Applicable law and court of jurisdiction

Swiss law shall apply for these General Booking Terms. Sole court of jurisdiction is Zermatt. Bayard Sports & Fashion reserves the right to prosecute the Customer at the location of its registered office or place of residence or before any other appropriate court or competent authorities.

### If you have any queries, please contact:

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