

## General Terms of Lease

1.  
The reservation order is valid after receiving a confirmation of the booking.
2.  
We stay to the order until the end of the shop opening hours on reservation day. After this condition the reservation is invalid. If you have any reasons for not being able to fulfil the reservation we will return a deposit up until the last day before reservation beginning. After the first day of the reservation no return payments will be made.
3.  
The lease contract comes into existence between the lessee and the INTERSPORT member (shop) where the equipment will be collected and returned with payment of the total rent by the lessee. Up to the total payment of the rent, the rental object is not handed over by the lessor. Should differing from this the lessor exceptionally explicitly link the accomplishment of the lease contract with other conditions – so that this already comes into existence through the simple handover of the lease object – this exceptionally explicitly agreed differing proposal is considered as fixed.
4.  
The rent is only valid for successive days.
5.  
The obligation to pay the rent remains in force in the case of acts of nature, especially during unfavourable weather.
6.  
In case of injury or disease of the lessee during the lease period, provided the presentation of a medical certificate and the immediate return of the lease object, no rent has to be paid from the date of lay-off of the medical certificate and a return of the costs for the remaining already paid lease period takes place.
7.  
The rent includes the costless possibility to switch to another model of the same price range.
8.  
The transfer of the lease object to third parties is forbidden.
9.  
Before handover of the lease object a security has to be given. This can be a personal document, a credit card voucher or cash. The deposit of the security is not valid as a possible purchase price for the lease objects.

10.

The lease object is generally insured against fraction and theft (except of bikes). In the event of damage, therefore in case of fraction or theft, nevertheless retention has to be paid as follows:

- a. with reservation of Basic Class: € 50,-
- b. with reservation of Economy Class: € 150,-
- c. with reservation of Premium Class: € 250,-
- d. with reservation of Superior Class: € 350,-

Through onetime payment of a charge of € 7.50 for a lease period of two days at the maximum or € 15,- for a lease period as of three days, the above mentioned retention in consequence of fraction or theft is cancelled.

In case of theft the presentation of a police report is necessary. If no presentation of the police report is made, the current value of the lease object has to be refunded. In the case of malicious damage the lessee has to pay the costs of repair. Should a repair be not possible for this reason, the lessee refunds the current value of the product.

11.

Leasings after 16:00 p.m. are calculated from the following calendar day. In case of return of the lease object before 10:00 a.m. the current calendar day is not calculated.

12.

Ski boots are adjusted at the ski binding, both lease objects correspond to the safety-related standards of the ISO-Norm 11088. In the course of handover of the lease object, however a separate safety-related inspection and setup according to ISO-/ÖNORM is not made.

We nevertheless recommend all lessees a top security setting (=electronic control of the binding) according to the ISO-Norm 11088 at the price of € 14.99. This setting takes on site about 10 minutes. Should the lessee undertake no top security setting, the ski binding is set by hand according to the ISO-figure.

13.

There is no assumption of liability for any accidents, especially the lessor is not liable for damages, which occur due to a false indication of the lessee, particularly in connection with the setting of the ski binding.

14.

Personal data, which are stated in course of the execution of businesses, are handled and utilised under attention of the valid national and European data protection regulations, only for the treatment of requests respectively online-reservations. A permanent storage and usage of the data for marketing purposes only takes place with the explicit consent (in course of the customer registration,...) of the lessee. This consent can be cancelled at any time for free e.g. by mail to [info@intersportrent.at](mailto:info@intersportrent.at). The data of the lessee are neither sold, nor rent out or made available for third parties

15.

Only Austrian law is considered as valid – to the exclusion of reference norm – place of jurisdiction is exclusively the court having subject-matter jurisdiction at the place of the lessor.

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