



GENERAL TERMS AND CONDITIONS

Scope of application

The following General Terms and Conditions apply between Backside Verbier SA (hereinafter referred to as « Backside ») and the Customer (hereinafter referred to as the "customer"). They are restricted to reservations for rental equipment made and paid over the Internet.

Online rental

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

Prices

The prices published by «Backside » on the website 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 « customer » must pay for all insurance such as third-party liability, breakage, equipment defect, theft, etc. For winter rentals, skis and snowboards, the « customer » can take out insurance breakage with a fee of CHF 15.- per week.



Cancellation

Any cancellation has to be justified and submitted to «Backside » in written form. For a cancellation of a Booking/Payment "backside" charges CHF 25.- per person whom the booking was made for. 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 «Backside » early.

Adverse weather conditions or other obstacles that are beyond the control of «Backside » 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) 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.
- b) 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.
- c) As soon as «Backside » 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 «Backside » 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 with «Backside ». 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 «Backside » shop as specify on the booking confirmation. Upon request, the equipment may be collected after 05:00pm 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. This sum is to be paid directly at «Backside ».

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 ». «Backside » 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.

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 Terms and Conditions. Sole court of jurisdiction is Verbier. «Backside » 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.