



SKI & SNOWBOARD RENTAL — GENERAL TERMS AND CONDITIONS

DOLOMITI ADVENTURES · ROCK & SNOW

Via Meisules, 242
39048 Selva Val Gardena
P.IVA 02365190210

The conditions set out below form an integral part of the rental contract.

1. Equipment included in the rental

Every ski or snowboard rental includes the following as standard equipment, included in the price:

- Professional binding adjustment, carried out by qualified staff according to the user's height, weight, boot size and ability;
- Poles (included with every ski rental).

Where included in the chosen package, ski or snowboard boots are professionally fitted by our staff. All skis and snowboards are checked, serviced and prepared before every rental. During the rental period, the bindings can be readjusted free of charge, on request, at our workshop.

2. Liability and use

1. To rent equipment under the age of 18, the accompaniment and assumption of responsibility by an adult is required. For the purposes of these conditions, "User" means both the adult user and the adult who assumes responsibility for the minor user.
2. The rented items are intended for the User's personal use, for which the User assumes full responsibility, and may not be transferred to third parties.
3. Any rented item must be used in such a way as to avoid damage to persons and property as well as to the item itself. The equipment must be used responsibly, in compliance with the FIS rules of conduct on the slopes and with one's own ability.
4. For the entire rental period, the rented items are under the responsibility of the User, including in relation to damage caused to oneself, to the rented items, to third parties and to property. The Operator is not liable for any event arising from the use of the rented items. Neither the User nor the rented items are covered by any form of insurance (see section 4).
5. In the event of improper use of the rented items, the Operator may at any time demand their immediate return. Any right of the Operator to compensation for damages remains unaffected.

3. Damage, theft and charges

6. The Operator will check the functional condition of the rented items upon return in order to ascertain any damage caused during the rental period.
7. Normal wear and tear resulting from correct use of the equipment is not charged to the User. All other damage — including damage to the base and edges exceeding normal maintenance, structural damage and damage resulting from improper use — is charged to the User.
8. In the event of irreparable damage, failure to return or theft, the User will be charged the retail sale price of the new item applied by Dolomiti Adventures at the time the contract was concluded. In the event of partial damage, the repair costs, including labour, will be charged according to the repair price list in force at the time of the damage.

9. In the event of theft, the User is obliged to file a report with the competent law-enforcement authorities and to provide a copy thereof to Dolomiti Adventures S.r.l.
10. For organised group rentals, where it is not possible to collect credit-card details at the time of handover, the equipment will be inspected upon return and the mechanics will have 24 hours to report any damage. Dolomiti Adventures will contact the group's representative to manage payment.
11. Should the rented material not be returned within the agreed terms without notice of the reason, on the seventh day from the established date a theft report will automatically be filed against the User, without prejudice to any other right of Dolomiti Adventures.

4. Insurance against breakage and theft

12. The rented equipment is not insured against damage/breakage and theft. In the event of damage/breakage, restoration will be charged according to the repair price list in force.
13. We recommend taking out, at our rental shop, the DSV aktiv insurance (€ 30.00, valid for one year) against damage/breakage and theft of skis, or the annual policy including third-party liability (RC) cover. Further information: <https://www.ski-online.de/skiversicherung/dsv-basic.html>

5. Return times

14. The rental fee is charged up to and including the day of return if the equipment is returned after 10:00 a.m. Equipment returned by 10:00 a.m. is not charged for that day.
15. In the event of late return, an additional half-day of rental will be charged, according to the type of contract, to the credit card provided.
16. Items are considered returned only if handed back directly to the staff of Dolomiti Adventures S.r.l.

6. Replacement of equipment

17. Replacement of the rented item with equipment of equal economic value is always possible during the term of the contract. Replacement with equipment of a higher category entails a charge for the price difference; no refund is provided in the case of a lower category.

7. Cancellation and refund policy

18. Early termination of the contract is possible only by returning the equipment; the amount paid is non-refundable, except as provided in the following points.
19. Refunds (exclusively in the form of a purchase voucher) are granted in the case of illness or injury, upon presentation of a valid medical certificate.

8. Documents, payment and credit card

20. At the time of collecting the rented items, the User must provide their credit-card details on the request form. From the moment the rented items are handed over, the User authorises Dolomiti Adventures S.r.l. (hereinafter, the "Operator") to charge to the credit card provided any amount corresponding to any damage suffered by Dolomiti Adventures S.r.l. by reason of damage, loss or theft of both the equipment and the rented accessories. The contract is effective only after payment has been made and, by paying the rental price, the User fully accepts these rental conditions.
21. Should the User provide untrue data, Dolomiti Adventures S.r.l. reserves the right to file a complaint with the judicial authority, including in relation to the offence referred to in Article 494 of the Italian Criminal Code.

9. Personal data protection notice (Art. 13 of Legislative Decree 196/2003)

22. Pursuant to this article:
1. The personal data collected will be processed in compliance with the data-protection legislation in force, solely for purposes connected with the performance of the rental services.
 2. The processing is carried out in automated form by specifically appointed persons.

3. The provision of the data is necessary for the purposes of the contract; any refusal entails the impossibility of proceeding with the rental.
 4. The personal data are not subject to dissemination.
 5. The data controller is Sabina Valentini, Sole Director of Dolomiti Adventures S.r.l.
 6. In providing their data, the User declares that they freely give their consent to the processing for statistical use and for commercial communications of the Operator.
23. The User may at any time exercise their data-protection rights by writing to Dolomiti Adventures S.r.l., 39048 Selva Gardena, or by sending an e-mail to info@dolomiti-adventures.com.

10. Final provisions

24. By renting from Dolomiti Adventures S.r.l., the User accepts these general terms and conditions of contract, the rates in force and displayed to the public, as well as the opening and closing hours of the premises.
25. By signing the rental form and/or by paying the rental price, the customer fully accepts the rental conditions.
26. Court of jurisdiction: Bolzano.