

WEISSE ARENA GRUPPE

Rental of Ski Lockers and Sports Equipment

Special Terms and Conditions of the Pool of the Weisse Arena Gruppe (WAG STCs)

1. Scope

In addition to the WAG GTCs (link), you also accept the STCs for Sports Equipment whenever you hire sports gear and/or clothing or a ski locker.

Any deviations from the STCs for Sports Equipment and any application of your own GTCs shall only be permitted if they have been expressly agreed in writing (i.e. on paper or electronically).

2. Customer

You accept that the Rental Agreement shall be concluded with Weisse Arena Leisure AG, Laax (WLE), regardless of the WAG Pool member that accepts and/or executes your purchase order.

3. Conclusion of contract

The Rental Agreement commences upon the handover of the rented item or – in the case of a ski locker – the key, and upon your advance payment of the rental fee or its direct payment on site. You accept the specifications of the product/service and the relevant terms applicable at the conclusion of the contract. Such specifications may differ from the service/product specifications and terms published on the internet or in brochures.

4. Ski locker

WLE rents ski lockers for the storage of skiing equipment on a daily, monthly, seasonal and annual basis. Locker space is personal and nontransferable.

5. Sports equipment

WLE rents sports equipment (sports gear and clothing) on half-daily basis (from 12 noon) as well as on a daily, monthly and seasonal basis.

6. Annual renting of ski lockers/equipment

Annual rent is automatically renewed year on year. Termination must be announced before the start of the winter season and no later than the end of September.

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In the case of annual rent, you are given one service voucher per set of equipment and/or per space, covering a large number of services. This voucher can be used at the relevant shops at any time during the winter season. You are also given a customer card providing 15% discount from the product ranges at all Laax Rental and Burton Stores. Such discount cannot, however, be combined with other discounts or special offers. The voucher and the customer card are personal and nontransferable. They expire as soon as the annual rent comes to an end.

7. Prices and terms of payment

You accept the prices, exchange rates and terms of payment applicable at the conclusion of the contract. Such prices may differ from those published on the internet or in brochures. Annual rental invoices are each issued at the end of the summer before the start of the new annual period.

8. Receipt of rented items

Rental equipment can be picked up at the following base stations, using electronic confirmation:

- LAAX Rental Laax
- LAAX Rental Flims
- LAAX Rental Falera

9. Liability

WLE warrants that the rented sports equipment is in proper working order. By accepting the same, you confirm that the rented equipment is in a perfect state. Rented equipment is prepared or replaced free of charge, unless the defect is not within your responsibility, occurs later and was not recognisable when you received the equipment. If this is the case, you must report the defect to WLE immediately. Otherwise you lose your entitlement to possible refund claims.

WLE is not liable for the contents of ski lockers. You place your personal, borrowed and rented items in those lockers at your own responsibility. WLE is not liable for mislaid or lost skiing or snowboarding equipment or for any other items.

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10. Customer's undertakings and responsibilities

You undertake to treat rented items with the required care and to return them in the same condition in which you received them. This is on the proviso of wear and tear caused by contractually compliant use.

11. Insurance cover for damage and theft

Any damage to or theft of the sports gear must be reported to WLE immediately. You are also under an obligation to report theft to the Cantonal police in Flims and to submit to WLE the relevant police report.

You can have sports gear insured against damage and theft through WLE. The excess depends on the sales price of the sports gear and ranges from CHF 50.00 to CHF 300.00. If you have taken out such an insurance, WLE will replace the sports gear immediately. Unless you have taken out an insurance policy, you bear the liability for loss or damage.

12. Cancellation of contract

If you have an accident in the Flims Laax Falera skiing and snowboarding region and your rental agreement is for a minimum of several days, you are entitled to return the rented item before the expiry of the rental period. In such a case WLE will give you a voucher amounting to the remainder of the rental period. The voucher entitles you to purchase WLE services and may be redeemed until the end of the next winter season. It is nontransferable, it is not paid out in cash, and it is not credited to your credit or debit card. The request must be accompanied by a medical certificate and a letter of confirmation from the ambulance and rescue services.

WLE may cancel the agreement immediately and at any time, without compensation, if you have not been treating the rented item with the required care or if you have permitted its use by a third party.

13. Early return

If you return the rented item early due to weather conditions, malfunctions of cable cars or sickness, you are not entitled to a voucher.

14. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction for any legal disputes shall be **Laax**.

Laax, 12 Oct. 2018