

General Terms and Conditions Top Secret sports & trends GmbH

Scope of application

The following General Terms and Conditions apply between Top Secret Sports & Trends GmbH (hereinafter referred to as topsecret) 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 by topsecret apply. For booking/paying online, the rental price must be paid by credit card/Paypal. 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. Topsecret a sport provides no insurance whatsoever. By agreement with the Customer, topsecret will levy an extra charge of 10% of the total rental price to cover breakage and theft. Damage resulting from gross negligence is not included.

Cancellation

Any cancellation must be conveyed to topsecret by e-mail (rental@topsecretdavos.ch) at least 24 hours before the beginning of the rental. Unless a cancellation guarantee was arranged, topsecret will charge 50% of the corresponding booking/payment (excl. discount and credit notes).

No rental fee will be refunded if the rental material is collected late by the renter or if it is not collected at all for any reason whatsoever. The same applies if the renter returns the rental material to topsecret early.

Unfavourable weather or other impediments beyond topsecret's control shall not create an entitlement to cancellation. In the event of an injury or illness on the part of a client during the rental period, the following shall apply subject to the submission of a doctor's certificate: a) the rental fee will only be refunded if the rental material is immediately returned to topsecret following the illness/injury. b) if point a) is fulfilled, any excess rental fees will be refunded as of the issue date of the aforementioned doctor's certificate. No refund will be paid without a doctor's certificate. c) as soon as topsecret becomes aware of the illness/injury as well as points a) and b) are fulfilled, it will refund any excess rental fees.

Claims

Claims of any kind relating to a reservation must be addressed to topsecret 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 topsecret in question. 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. Topsecret a sport 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

topsecret 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 Davos. topsecret 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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