

General Terms and Conditions

1. Scope of Application

Bike, Ski, Snowboard and Sled rental equipment is provided by Backdoor GmbH, based in Grindelwald, the owner of the rental goods. These general terms and conditions are an integral part of the rental agreement. By signing the rental agreement, the customer confirms that he or she has read and understood these terms and conditions and accepts them unconditionally. No distinction will be made between the various sports equipment (except for the acceptance and return of the rental equipment). These general terms and conditions include the entire rental range, hereinafter referred to as "Bike" and "Snow".

2. Contractual Relationship

The contract is made between Backdoor GmbH (lessor) and the customer (lessee).

3. Definition of Rental Range

Bike:

All bikes and cycling equipment offered for rent, including e-bikes, helmets, locks, navigation devices and trailers.

Snow:

Skis, ski boots, bindings, ski poles, touring skis, touring ski bindings, touring shoes, touring poles, ski touring accessories, ski helmets.

Snowboard: Snowboards, snowboard boots and snowboard bindings, splitboards, splitboard bindings, splitboard accessories and snowboard helmets.
Toboggans and snowshoes.

4. Price

The published prices of Backdoor GmbH apply. The rental price is to be paid online by credit card or Postcard when making a reservation and payment. The prices include all legal taxes and duties. The rental cost can also be paid in cash on site at or before the start of the rental period. If the exact duration of the rental period cannot be clearly defined before the commencement of the rental, the minimum agreed rental period will be paid in advance and the outstanding amount will be charged when the rental equipment is returned. The rental material must be returned on the due date by Backdoor GmbH's closing time to avoid additional costs.

5. Online Reservation/Payment/Cancellation

Bikes can be reserved online via the Backdoor GmbH website. Payment must be made online to confirm the reservation. Payment will be processed by SIX Payment Services AG, for which the customer will be directed to the payment page of SIX. After successful completion of payment, the customer is returned to the Backdoor GmbH website. A booking and payment confirmation is then sent to the e-mail address provided by the customer.

The reservation can be modified free of charge (by telephone or in writing by e-mail) up to 24 hours prior to the commencement of the rental period, after which the reservation shall be deemed definitive. Any differences are to be paid directly in the shop at the start of the rental period.

If a reservation is cancelled over 24 hours prior to the start of the rental period, a 10% processing fee will be charged on the payment already made for the online booking.

The refund of the amount received (minus processing fee) can be requested in writing by e-mail or by telephone. The repayment of the difference is made as a refund to the customer's credit card or Postcard.

In the event of a cancellation within 24-hours of the start of the rental, or a non-appearance, the amount of the booked rental reservation is owed 100%.

There is no right to a refund of the payment made.

6. Liability and Insurance

Backdoor GmbH, the lessor, is not liable in the event of an accident. Insurance is the responsibility of the lessee. With the signing of the rental contract, the renter confirms that they have liability insurance with sufficient cover for the risks associated with riding or operating a bike, e-bike or snow sports equipment. Liability also extends to damage costs such as specialist costs, depreciation or loss of rental income.

7. Defects / Damage / Loss or Theft of the rented goods

The customer is responsible for the rented equipment as long as it is in his or her possession, i.e. in the event of loss the lessee is liable. In this instance, the current value of the rented property will be charged. (Calculated by the Lessor)

In the event of deliberate damage to the material due to negligence, uncontrolled driving or riding, or carelessness, the customer shall be liable for the damage incurred. The material will be checked for any damage or signs of wear before issue. These will be recorded in writing.

In the event of a breakdown or damage to equipment, the lessor is not obliged to organise return transport. Any costs incurred for the return must be borne by the customer. Upon request, an emergency repair kit will be provided, free of charge.

8. Accident/Illness/Discontinuation or Cancellation during the agreed rental period

In case of accident or illness, the balance of the remaining rental period will be refunded only with a supporting medical certificate. The day that has started will not be refunded.

If the rental period ends earlier than agreed and there is no written certificate from a doctor, the full amount of the rental period agreed in writing is due.

In the event of bad weather or limited or completely discontinued operation of the mountain railway, lift or gondola, the rental fee will not be refunded.

9. Deposit Guarantee

When the rented goods are collected, a deposit must be given.

Identity cards, passports or driving licences are valid as deposit guarantees. These will be returned when the rental equipment is returned.

10. Acceptance and return of the rental equipment (Bike)

All bikes are checked, cleaned and tested by a mechanic for proper function before each use. It is assumed that the renter understands the handling of the bike. If this is not the case, it must be communicated prior to taking the rental equipment that training before the tour is required.

Young people under the age of 16 must be accompanied by an adult. Children and adolescents under the age of 16 who are not accompanied by an adult will only be given rental bicycles with the written permission of their parents or guardian.

Youths under the age of 16 are not allowed to use e-bikes in road traffic and are therefore not allowed to rent e-bikes. Exceptions are young people who are in possession of a category M driving licence (motorcycles).

Upon return, the mechanic will carry out a functional check. Defects and wear and tear caused by abnormal use will be charged to the renter.

All rental items included in the contract must be returned in good order and condition. Missing or defective material will be charged.

11. Use and Misuse of the bikes

The renter agrees to comply with the Road Traffic Act and to use the bike properly and carefully. The renter is responsible for all damage resulting from negligence or improper use of the rental equipment to themselves or third party properties. Any misuse of the vehicles, the transportation of one or more additional persons, as well as the crossing of obstacles where the bike can obviously suffer damage is not permitted

12. Acceptance and return of the rental equipment (Snow)

The rented goods will be handed over to the tenant in clean, fully functional condition. Any "larger" traces of use will be recorded at the time of issue. The customer is informed about function, area of application and safety.

Young people under the age of 16 must be accompanied by an adult. Children and adolescents under the age of 16 who are not accompanied by an adult must obtain written permission from their parents or guardian before renting the equipment.

The customer is responsible for all damage resulting from negligence or improper use of the rented property to themselves or third party properties. Any misuse of the rental equipment for a different purpose is not permitted, as is riding over obstacles where the rental equipment can obviously suffer damage.

Upon return, a Backdoor GmbH employee will carry out a functional check and check the material for damage. Defects and wear and tear resulting from abnormal, proper use will be charged to the renter.

All rental items included in the contractual relationship must be returned in proper condition. Missing or defective material will be charged.

13. Applicable Law and Place of Jurisdiction

Backdoor GmbH endeavours to resolve discrepancies out of court. Should the parties fail to reach an agreement, legal action will be taken. This contract is subject to Swiss law. The exclusive place of jurisdiction is the Regional Court Oberland BE, with its seat in Thun.