

# Side Cut Sports AG

## Terms and conditions

### SUP / Canoe / Kayak rent

#### Terms and Conditions

1. The rented item was handed over in perfect order and conditions. The customer has to return the item in the same condition.
2. The customer has to leave a deposit in form of a personal document or credit card.
3. The handing over has to be confirmed in writing. The rented item is checked by the lessor before handing over and the condition is noted in the handover report. The customer has to complain defects to the rented item. The latter have to be noted in the handover report. The customer is liable for any defects not reported before rent.
4. The customer must take care with the rented item. The use of the rented item follows at own risk. Liability- and accident-insurance shall be made on the customer's responsibility.
5. The customer assures to be at good health and to have appropriate physical conditions to use the rented item. Self-responsibility, prudence and self-assessment are required. Besides, the customer assures that he / she does not suffer from a cardiovascular, orthopaedic or any disease, that restrict physical activity or buoyancy. Self-responsibility, prudence and self-assessment are required.
6. Rental items are not handed over to unaccompanied minor persons without permission and signature of the legal representative. The legal representative has to inform the lessor about the physical conditions of the minor customer and assures good health and appropriate physical conditions. The legal representative is fully responsible for the minor customer.
7. Each SUP / Canoe / Kayak user has to wear a lifejacket (100N) or a buoyancy jacket (50N). Minor users have to wear a lifejacket (100N). Buoyancy jackets are no official lifejackets. They only support swimming. The lifejackets and buoyancy jackets are handed over the customers.
8. It is strictly forbidden to smoke on the SUP / Canoe / Kayak.
9. Sublease of the rented item is forbidden.
10. The return of the rented item is confirmed in writing. The returned rental item is checked by the lessor and the condition is noted in a return report.
11. Defects or damages of the rented items have to be communicated to the lessor before return.
12. The customer is held liable for the caused damage of the rented item up to 70% of the selling price.
13. The mounting of stickers or other objects (such as GoPro cameras) of any kind is forbidden. The customer is completely held liable for the caused damage of the rented item up to 70% of the selling price.
14. The customer is held liable for lost or stolen rental items. In this case, the lessor can claim an amount up to 70% of the selling price. In case of theft, the customer has to file a complaint to the local police within 24 hours and report the theft immediately to the lessor.
15. Is the rental item excessively dirty, a contribution to expense of up to 20 Chf. can be raised.
16. No claim of reimbursement can be claimed if the customer is compelled to return the rented item before the end of the set time (in case of accident or disease).
17. The next rental period will be claimed if the rental item is returned after expiry of the set rental time.
18. The present terms and conditions and subsidiary the Swiss code of obligations are applied.
19. Void terms do not influence the remaining terms and conditions.

**I have read the terms and conditions above and agree with them by signing the main form of terms and conditions.**