Ski & Snowboard Rental Terms & Conditions

These General Terms & Conditions govern the rental of skis, snowboards, ski boots, poles and related accessories from Moda Sport. They apply to both online bookings and rental agreements concluded directly in the shop.

1. Renter's Responsibility

The renter is responsible for the rented equipment throughout the entire rental period and agrees to take proper care of it, use it correctly and return it within the agreed rental period.

2. Optional Damage Protection

The rented equipment is not insured.

For an additional fee equal to 10% of the rental price, customers may purchase Optional Damage Protection, which provides:

- 70% coverage in the event of theft, loss, accidental damage or breakage;
- 30% payable by the customer, calculated on the value of the used equipment.

Optional Damage Protection does not cover damage resulting from improper use, gross negligence or intentional misconduct.

3. Damage, Loss & Theft

Without Optional Damage Protection, the renter is responsible for:

- the cost of repairs in the event of partial damage;
- the replacement value of the equipment, according to Moda Sport's internal price list, in the event of theft, loss or irreparable damage.

In the event of theft, the renter must immediately report the incident to the competent authorities and provide a copy of the police report to Moda Sport.

4. Equipment Exchange

During the rental period, equipment may be exchanged subject to availability.

- Upgrading to a higher category is possible by paying the price difference.
- In the event of a downgrade, the lower category rate will apply only to the remaining rental days.
- Ski boots may be exchanged once free of charge. Any additional boot exchange is subject to a €5 service fee per exchange.

5. Payment, Collection & Return

For rentals longer than 2 days, an advance payment equal to the first day's rental is required when collecting the equipment. The remaining balance will be calculated and paid upon return.

For rentals of 1 or 2 days, payment is due in full when collecting the equipment.

The equipment must be returned:

- by the shop's closing time on the final rental day; or
- no later than 9:30 a.m. on the following morning.

Returns after this time will incur an additional day's rental charge.

Failure to Return Equipment

If the equipment is not returned and the customer has not contacted Moda Sport, the rental company may report the non-return to the competent authorities 5 days after the scheduled return date.

6. Early Return & Refunds

Returning equipment before the agreed return date does not entitle the customer to a refund, except in cases of illness or injury supported by a valid medical certificate.

If an advance payment has been made and the customer ends the rental early while returning the equipment within the agreed conditions, the value of the unused rental days will be deducted from the final balance.

7. Bookings & Cancellations

Booking cancellation is always free of charge.

If an online payment has been made, the full amount will be refunded. If no online payment has been made, no refund is due as no payment has been collected.

8. Rental Period

The rental period begins when the equipment is collected and ends upon its proper return. Any additional rental day will be charged according to the current price list.

9. Binding Adjustment & Safety (ISO Standard)

Ski bindings are adjusted in accordance with current ISO standards and the manufacturer's specifications.

The DIN release value is calculated using certified software based on the customer's physical measurements and declared skiing ability.

The customer must provide accurate and complete information regarding age, height, weight, ski boot size and skiing ability, as this information is essential for the correct adjustment of the bindings.

Moda Sport accepts no liability for incorrect binding adjustments resulting from inaccurate, incomplete or false information provided by the customer.

By completing the digital check-in or signing the rental agreement, the customer confirms that all information provided is accurate and accepts the ISO-compliant binding adjustment.

10. Rental Agreement & Registration

The rental agreement becomes legally binding upon online booking, digital check-in or signing the rental agreement in the shop.

A valid identity document (ID card, driving licence or passport) is required for registration.

11. Data Protection (GDPR)

Personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR) exclusively for purposes related to the rental agreement and will not be disclosed to third parties except where required by law.

Data Controller

Moda Sport di Clignon Stefano & C. S.a.s.

Via Andrea Maffei 161

38064 Folgaria (TN), Italy

Email: info@modasportfolgaria.it

For further information, please refer to the website's Privacy Policy.

12. Governing Law & Jurisdiction

These Terms & Conditions are governed by Italian law.

For consumers, jurisdiction is determined by the applicable consumer protection legislation. For commercial customers, the Court of Rovereto (Trento) shall have exclusive jurisdiction.

13. Final Provisions

By completing an online booking, digital check-in or signing the rental agreement, the renter confirms that they have read, understood and accepted these General Rental Terms & Conditions, which are legally binding.