

Terms of Delivery – Rental Services

Suomen Hiihtokeskusyhdistys r.y. (the Finnish Ski Area Association, FSAA; hereinafter referred to as “SHKY”) and the Consumer Ombudsman have agreed upon the following Terms of Delivery regarding Downhill Skiing Services.

1. APPLICATION OF TERMS OF DELIVERY

1.1 These Terms of Delivery shall apply to the following: the consumers of rental customer services at resorts that are members of SHKY, and the rental personnel.

2. RESPONSIBILITIES OF THE RENTAL SERVICE PROVIDER

2.1 The rental service provider shall ensure that the equipment to be rented is in good condition and that the adjustment of the bindings is carried out correctly.

2.2 The rental service provider shall not be responsible for any damage that has been caused by a factor or event which is beyond the control of the rental service provider, or that the rental service provider could not reasonably take into account while carrying out its rental operations.

2.3 The rental service provider shall:

2.3.1 Mount the bindings in accordance with the brand-specific instructions of the equipment importer or representative.

2.3.2 Adjust the bindings based on the information given by the client and in accordance with the brand-specific instructions given by the importer or representative.

3. RENTAL AGREEMENT

3.1 A rental agreement shall be made in writing, including, at least, the following information:

3.1.1 Name of rental service provider, the ski area and respective contact information;

3.1.2 Renter’s name, the end part of the renter’s ID, their address and phone number;

3.1.3 Rented equipment specification;

3.1.4 Binding settings (based on information given by the customer);

3.1.5 Possible defects and faults of rented equipment;

3.1.6 Renter’s weight and skill level for binding adjustment;

3.1.7 Rental time period

3.1.8 Rental fee;

3.1.9 Signatures of the rental service provider and the renter;

3.1.10 Reference to applicable general terms of delivery.

3.2 For groups, a single rental contract can be drawn-up covering the whole group. The agreement shall include, at least, the name of the supplier of rental services and that of the ski area along with their contact information, and the name, weight and skill level of each renter. The personal and contact information of the group leader shall be used as the contact information for the group. The group contract shall be signed by the group leader on behalf of the group. The rental time period and fee shall also be indicated in the contract.

4. CHECKING THE RENTER’S ID

4.1 The renter shall authenticate his or her identity.

4.2 The provider of rental services shall not retain the renter’s ID number after the expiration of the rental contract. The provider of rental services shall not give the customer’s ID number to a third party.

5. USING RENTAL EQUIPMENT

5.1 After signing the rental contract, the renter shall have a personal right to use the rented equipment in slope areas opened and prepared for customer use. The renter shall not hand over the rented equipment to be used by a third party; neither shall the renter take the rented equipment outside the ski resort area, unless otherwise agreed upon.

6. RESPONSIBILITIES OF THE RENTER AND RENTAL SERVICE PROVIDER

6.1 The renter shall provide the required information for bindings adjustment (weight and skill level).

6.2 The renter is responsible for providing valid information.

6.3 The renter is responsible for handling the rented equipment in an appropriate manner and in a way that avoids equipment loss or damage.

6.4 The renter shall not make any changes to the binding adjustments made at the rental shop. In case the binding settings need adjustment, this shall be carried out by the ski rental personnel. Any changes to the binding adjustments shall be reported in the rental contract.

6.5 No markings shall be made to the rental equipment, nor shall any parts thereof be removed or loosened.

6.6 In the event that the rental equipment needs to be repaired, the renter shall bring the equipment to the rental shop to be repaired.

6.7 The supplier of rental services shall be responsible for appropriate adjustment of bindings according to the information provided by the consumer.

6.8 The supplier of rental services shall be responsible for making sure that rental helmets meet the necessary requirements on personal safety devices according to the decisions of the Council of State.

7. MEASURES TO BE TAKEN IN THE EVENT OF EQUIPMENT FAULT, DAMAGE AND THEFT

7.1 The consumer of rental services shall inform the rental shop without delay of any incidents of equipment loss, damage or fault.

7.2 Any cases of theft shall be reported to the police by the renter.

8. RENTER'S LIABILITY FOR DAMAGES

8.1 The renter is liable to pay compensation for lost or damaged rental equipment, the amount of compensation being the current value of the lost equipment or of the damage caused, unless the renter can establish that they have taken adequate care of the rental equipment.

8.2 The supplier of rental services shall inform the renter of any damage detected when visually checking the equipment in connection with equipment return. The renter shall be liable to pay for damages as indicated below:

8.2.1 Repair expenses for damaged equipment according to equipment service price list;

8.2.2 Current value of lost equipment or on equipment or a part of it that cannot be repaired.

8.2.3 The renter shall not be liable to pay any compensation for normal wear and tear.

9. PAYMENT OF RENTAL FEE

9.1 The rental fee shall be paid in connection with the acquisition of rental equipment or when returning the equipment.

9.2 The rental fee shall be based on rental time and on a fee agreed upon in advance, as given in the price list and stated in the rental contract.

10. RETURNING EQUIPMENT

10.1 The equipment shall be returned at the end of the rental period at the latest.

10.2 In case the renter wishes to extend the rental period, this shall be agreed upon with the supplier of rental services before the expiration of the rental period.

10.3 In case the renter returns the equipment after the expiration of the rental time, or in the event the renter fails to return the equipment altogether, the supplier of rental services shall have the right to require a payment of an additional rental fee up to the point when the equipment is returned or found.

11. LIABILITY FOR DAMAGE INFLICTED ON THE RENTER OR A THIRD PARTY

11.1 With his or her signature, the renter confirms they are aware of the risks involved in practicing the related sport and using rented equipment.

11.2 When the rental equipment is used appropriately for the intended purpose, the supplier of rental services shall be liable for damages inflicted on the renter or a third party, if:

11.2.1 the damage has been caused by the actions of the supplier of rental services;

11.2.2 The rental equipment has not been appropriately adjusted by the supplier of rental services according to the information given by the renter;

11.2.3 The supplier of rental services has given such equipment to the renter that is not suitable for the renter according to the information given by the renter.

11.3 The renter shall otherwise be liable for his or her actions and for any damage thereby inflicted upon the renter and/or for a third person according to generally applicable principles on damage compensation.

12. SETTLEMENT OF DISPUTES

12.1 Any disputes shall, first and foremost, be settled by negotiations between the consumer and the ski rental firm. If the consumer and the supplier of rental services fail to reach a mutual agreement regarding a claim, the consumer may refer the matter to the Consumer Complaint Board for settlement, or take proceedings at the district court of the consumer's home region. In the event the ski area services provider takes legal action, the place of jurisdiction shall be the district court of the consumer's home region.