

## TERMS AND CONDITIONS FOR SNOWSPORTS EQUIPMENT RENTAL

### Article 1. Object of these terms and conditions

The object of these terms and conditions is to define the general conditions of the rental of products offered by: SKISHOP SAS  
Registered with the register of businesses and companies of Albertville under the number B 335203535 With a share capital of E1,000,000  
Whose registered office is at 129 Route des Marais / ZAC de la Gare  
73790 TOURS EN SAVOIE - FRANCE  
Whose principal establishment is at the same address  
Whose e-mail address is contact@my-ski.fr  
Whose telephone number is: +33 (0) 4 79 10 56 20  
Whose European TVA number is FR 78451141105  
And who is represented by their legal representative, who is domiciled for this purpose at the said registered office,  
Through their site accessible at the internet address: [www.snowberry-valdisere.com](http://www.snowberry-valdisere.com) Hereinafter referred to as the site.

### Article 2. Application of these terms and conditions

These terms and conditions apply to all reservations made through the site. They supersede any other conditions or documents.  
By reserving, the client accepts them fully and without reserve. Skishop reserves the right to modify them at any moment.  
The conditions applicable are those in vigour at the time of reservation.

### Article 3. Equipment and Options offered on the site

#### Presentation

The principal characteristics of the equipment and the options offered online are described on the site.  
Skishop reserves the right at any moment to retract one or more product references or any option featured on the site.  
The texts, photographs, graphics and information used in the description of products or options are non-contractual  
and may not be held in any way to bind Skishop.  
For further information concerning the products or options offered on the site, clients should contact Skishop:

By telephone on +33 (0)6 16 28 50 08 (Monday to Friday, 9am to 12 noon and 2pm to 5pm year round) or +33 (0)4 79 41 10 61 7 days a week 830 am to 1230 pm and 330 pm to 7pm from December to April. By e-mail at [service@snowberry-valdisere.com](mailto:service@snowberry-valdisere.com)  
Or at the following postal address: SAS SKISHOP  
129 Route des Marais / ZAC de la Gare  
73790 TOURS EN SAVOIE - FRANCE  
France

#### Duration of availability of the equipment and options offered.

The equipment and options offered on the site remain available only so long as they remain accessible on line, at Skishop's sole decision, but subject to the proviso that availability is limited to the amount of stock available.

#### Prices

The rental prices and prices for the options offered on the site are given in Euros, including taxes, and remain valid so long as they remain accessible on the site, at Skishop's sole decision.  
Skishop reserves the right at any time to modify the rental prices or the prices for the options offered on the site. The price applicable to a reservation will remain the price in force at the time of the reservation.  
Promotions or price reductions offered on the site are valid only for reservations made through the site.

The price for any equipment rented or option taken in-shop, including additional equipment or options or modifications to a booking made online, will be based on the public prices displayed in-shop.

However, for any extension of the rental period requested in-shop prior to the expiry of the initial period the hire cost will be charged in accordance with the prices and discounts applied at the time of the online booking.

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## Article 4. Reservation

Reservation of products and options offered on the site is made online using the following process :

- choice of the arrival date and the rental period and entry of any applicable partner code ;
- choice of equipment including category, ability level and additional items required (boots, helmets...) for each user
- input of each user's personal information (name, weight, height, age etc)
- selection (or not) of optional insurance against loss or theft of the hire skis/snowboard
- completion of party leader details and general group information
- consultation and unconditional acceptance by the customer of these terms and conditions ;
- payment by credit or debit card
- order confirmation sent to the client by email to the email address provided by the client

The contract consists of the the terms and conditions of booking and online rental prevailing at the time of booking, the receipt by Alpiski of the customer's reservation, the email confirmation of payment and reservation sent to the client.

The customer may obtain a copy of these documents on request:

- To the following email address : [contact@my-ski.fr](mailto:contact@my-ski.fr) ;
- Or to the postal address :

SAS SKISHOP  
129 Route des Marais / ZAC de la Gare  
73790 TOURS EN SAVOIE - FRANCE

## Article 5. Payment

### Currency

Payment of the rental price is made in Euros. No other currency is acceptable regardless of the nationality of the client or the country from which the booking is made.

### Payment

Payment is made in advance during the booking process. Payment is made via the secure online Banque Populaire payment system. SKISHOP had access to confidential client information regarding payment as part of this process. The following payment methods are accepted:

Credit cards (Visa, Mastercard, American Express and other major credit cards)

## Article 6. Cancellation

The booking may be cancelled or amended by the client at any point up to the point of collection of the equipment, by contacting Skishop by e-mail at [service@snowberry-valdisere.com](mailto:service@snowberry-valdisere.com) or by post at the address given above.

The client does not require to give any justification for the cancellation of their booking and no penalty is applied.

The right to cancel the contract can not under any circumstances be exercised after the client has taken possession of the equipment.

In the case of cancellation of the contract by the client prior to collection of the equipment, the reimbursement of any sum paid by the client in advance will be made within a maximum period of 30 (thirty) days from receipt of the client 's request to cancel the contract, by credit card used by the client to pay for the reservation.

## Article 7. Collection of Equipment

The client may collect the equipment reserved at the date, time and place indicated in the confirmation e-mail.

At the time of collection, the client must confirm that the equipment collected by them conforms to their reservation. In the event of the client not being satisfied that the equipment collected by them conforms to their reservation they must indicate any discrepancy or anomaly in their own handwriting accompanied by their signature.

Failure by the client to indicate any such discrepancy will be held as acceptance that the equipment supplied to the client and collected by them conforms to their reservation.

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## Article 8. Rental of Equipment

### Period of Rental

The rental period is as indicated on the e-mail confirmation of the reservation.  
Any extension of this period may be arranged in-shop on collection of the equipment or during the rental period.

Skishop reserve the right at their discretion to refuse a request for the extension of the rental period, in particular in the event of there being a problem with availability of the equipment. The prices and other conditions applying to this extended rental period will be those applicable at the time of the online reservation.

### Use of the Rental Equipment

The client shall be the sole judge of their capacity to use the equipment rented and that of the persons identified as users of the equipment at the time of the reservation request.  
The client alone is responsible for their use of the equipment from the point when they take possession of it. The equipment rented is destined only for use by the client and those persons indicated as users of the equipment and the client has no right to sub-let the equipment or to lend it to third parties whether for a consideration or free of charge.

### Return of Equipment

The equipment rented must be returned no later than 9 (nine) am on the day following the last day of the rental period. The client will be charged for a full day's rental on the basis of the public prices available in- shop for any equipment not returned by the said time.

In the event of failure to return the equipment for whatever reason the client will be invoiced, in addition to the rental price, on the basis of the following table:

Infant: 100 €  
 Junior Sports: 100 €  
 Junior Performance: 200 € Junior Pro : 200 €  
 Beginner: 200€  
 Sports Intermediate:300 E  
 Intermediate/Advanced 400 E  
 Advanced/Expert 500 E  
 Test 600 E  
 Junior Board: 200 E  
 Sports Board: 100E  
 Performance Board: 150 E  
 Junior Boots: 80 €  
 Adult Boots : 150 €  
 Junior Helmet: 30 € TTC  
 Adult helmet: 60 € TTC

For equipment which is not new to the rental park in the current season, a fixed depreciation figure of 33 (thirty three) % will be applied to the figures mentioned in the above table.

For clarity, it is specifically stated that the rental cost will not be deducted from the sums above.

In the absence of handwritten reserves made by the client at the time of collection of the equipment, the client recognises and accepts that the equipment is in good condition at the time of collection and must be returned in the same condition.

All equipment is coded and marked and the same equipment with the identical codes and marks must be returned.

In the event of the equipment being damaged in any way due to deliberate misuse of the equipment by the client, the cost of returning the equipment to good condition will be invoiced to the client. Damage due to deliberate misuse of the equipment by the client which can not be repaired will be invoiced to the client on the same basis as equipment which has not been returned as outlined in the tables above.

For clarity, it is specifically stated that the rental cost will not be deducted from the sums above. In all of these circumstances, where the equipment rental has been paid for by credit card the client authorises SKISHOP to charge all or any sums due as outlined in this article against the credit card used to pay for the reservation.

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## Article 9. Optional Insurance against Loss Or Theft

At the time booking or at the time of collection of their equipment, the client may elect to select the optional insurance offered by SKISHOP which covers the risk of loss or theft of the skis or snowboards rented. Boots and helmets are not covered by this insurance.

The cost of this option is:

- 2 (two) Euros per day for adult equipment
- 1 (one) Euro per day for children 's equipment (up to and including age 12 years)

This releases the client, subject to an excess being paid by them, from the obligation to pay the replacement cost of the equipment in the event of loss or theft of the equipment rented.

The excess for which the client remains liable is as follows:

Minikid: 25 €  
Junior Sports: 25 €  
Junior Performance: 50 €  
Junior Pro: 100 E  
Beginner: 50 E  
Sports Intermediate: 100 E  
Intermediate/Advanced: 150 E  
Advanced/Expert: 200 E  
Test: 250 E  
Junior Board: 50 E  
Sports Board: 100 E  
Performance Board: 150 E

If the payment for the equipment rental has been made by credit card, the client authorises Skishop in advance to charge any excess due by this same method.

## Article 10. Early Return of Equipment

Should any of the equipment rented by the client be returned before the end of the rental period, for whatever reason, the period of rental remaining will be refunded in accordance with the prices and terms and conditions of rental applicable at the time of booking and payment.

## Article 11. Responsibility

Skishop will not be held responsible or liable in any way for any failure:

- arising from an act of the client or from a third party to the contract.
- or arising from force majeure

In no event will Skishop be liable in any way as a result of hypertext links from the site to other web sites. Skishop will not be liable in any event should it be impossible, as a result of the client 's fault, to acknowledge receipt of the rental request or to confirm the reservation by e-mail. This will apply in particular where the e-mail address supplied by the client does not exist, is wrong, is not valid or is saturated and unable to receive messages.

## Article 12. Applicable legal system and language of the contract

This contract is subject to French Law. The language of the contract is French. If the contract is translated into a foreign language the French version will rule.

## Article 13. Litigation

Any litigation must be submitted to the jurisdiction of the courts in Albertville (France) who will be the only courts of competent jurisdiction.

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