

TERMS AND CONDITIONS FOR THE SUPPLY OF RETROFITTED CLOTHING AND EXTRAS

Alpserve Limited (trading as "Retrofitted")

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This section sets out information about **Alpserve Limited** trading as Retrofitted ("Retrofitted") and about the legal terms and conditions ("Retrofitted Terms" on which Retrofitted Clothing / Extras are supplied to you and/or other individuals in your group through your placements of an order for Retrofitted Clothing / Extras through the booking system on your tour operator's website ("Site") or through direct hire in resort.

Your contract for the hire of Retrofitted Clothing / Extras is with Retrofitted. Your tour operator simply advertises Retrofitted Clothing / Extras which your tour operator passes on to Retrofitted. As your tour operator is only acting as Retrofitted's advertising and payment agent, any questions, queries, claims, rights to sue or rights to reimbursement that you have in respect of the supply of Retrofitted Clothing / Extras are with Retrofitted not your tour operator.

Please read these Retrofitted Terms carefully and make sure that you understand them before ordering any Retrofitted Clothing / Extras from the Site and/or before ordering directly in resort. Please note that by ordering any Prefitted Clothing / Extras you agree to be bound by these Retrofitted Terms.

1. Interpretation and Definitions

The definitions set out below shall apply to these terms and conditions.

- a. "Customer" means you;
- b. "Group Leader" means the person(s) named on the group contact;
- c. "Retrofitted" refers to Alpserve Limited;
- d. "Your tour operator" means the tour operator you are travelling with.
- e. "Booking page" refers to your tour operator online booking system where the Customer selects their options;
- f. "Clothing" means the clothing to be rented in accordance with the selections made on the Booking Page;
- g. "Extras" means Hats, Gloves, and other accessories;
- h. "Goods" shall mean any Clothing or Extras;
- i. "Term" means the term of hire, which shall be the date of the handover, or from the date of postage if posted, until the agreed return date, or five working days after return to the UK if posted.
- j. "Agreed Return Location" means the return location as agreed between the Customer and Retrofitted, its Suppliers or by pre-paid postal service;

2. Clothing and Extras Rental

- a. The desire for rental of Clothing / Extras is selected by the Customer using the Booking Page;
- b. Customers may rent directly from Retrofitted Staff in resort;
- c. Retrofitted cannot guarantee availability of specific colours, sizes or brands of Clothing / Extras. No refunds will be paid if the Customer is unable to find the size, design or style they desire.
- d. Subject to Clause 3a, the Customer shall be entitled to use the Clothing / Extras for the Term and must return the Clothing / Extras on the expiry of the Term to the Agreed Return Location;
- e. Return of the Clothing / Extras before the expiry of the Term shall not entitle the Customer to a refund;
- f. In the event that the Customer causes damage to or loss of the Clothing / Extras, the Customer shall be liable for the cost of replacement of the Clothing / Extras;
- g. The cost of replacement varies from item to item and will be decided based on the cost of similar goods;
- h. The cost of replacement is decided by Retrofitted and is non-negotiable.

3. Collections and Returns in Resort

- a. The Clothing / Extras will be available for collection at the agreed locations and times during the holiday;
- b. When collecting and returning the Clothing / Extras, the Customer is responsible for ensuring they have made a record with Retrofitted to ensure there is a clear record of who is in possession of the Clothing / Extras in resort;
- c. Failure of the Customer to make a record of the return of the Clothing / Extras with Retrofitted will result in the Customer being liable for the cost of replacement of the Clothing / Extras.
- d. Should the Customer fail to return the Goods at the end of the Term, to the Agreed Return Location, the Customer is liable for an additional day's Rental Price for each day that the Goods are in their possession.

4. Orders, Price and Payment

- a. The Rental Price shall be paid by the Customer through the Booking Page or paid directly to Retrofitted representatives before rental.
- b. The Rental Price is non-negotiable and is decided by Retrofitted.

5. Cancellation

- a. Any cancellation of the order by the Customer must be made through your tour operator;
- b. All cancellations are subject to the tour operator's Cancellations policy.

6. Returns Policy

- a. If any Goods that are rented are damaged or faulty when the Customer collects them at the start of the Term, the Customer must notify Retrofitted immediately.
- b. The Goods may be damaged or faulty due to their age but Retrofitted keep a clear record of the damage and will not issue any Goods that will impact the Customer's ability to Ski or Snowboard;
- c. It is the responsibility of the Customer to check the Goods upon collection. No refunds will be issued if the Customer has collected the Goods and then reported the damage.

7. Limitation of Liability

- a. Retrofitted relies on the accuracy of the information that the Customer provides and is not responsible for any error or inaccuracy in the information provided to it in carrying out the Customer's order or for any errors or omissions on the Booking Page;

- b. Save in respect of personal injury or death due to any negligence on the part of Retrofitted, Retrofitted shall not be liable to the Customer in respect of any loss suffered by the Customer due to any defect in the Goods.

8. Data Protection

- a. Retrofitted is committed to protecting the Customer's privacy and any personal information supplied to Retrofitted by the Customer will be processed in accordance with the relevant data protection laws.

9. General Terms and Conditions

- a. If any terms or provisions of these Terms and Conditions are held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect;
- b. Retrofitted shall not be liable for any delay or default due to any circumstances beyond the reasonable control of Retrofitted including but not limited to, acts of God, war, civil unrest, strike, riot, lock-outs, fire, flood, earthquake, avalanche, or shortage of supply;
- c. Any variation to these Terms and Conditions must be in writing and agreed by both Retrofitted and the Customer;
- d. The laws of England, Wales and Ireland shall govern these Terms and Conditions and the parties hereby submit to the exclusive jurisdiction of the English Courts.