

Snow Lab UK Ltd Terms and Conditions for Clients Hiring Equipment.

These terms and conditions form an integral part of your hire contract with Snow Lab UK Ltd. Hereinafter referred to as the 'Company'. The company is registered in England and Wales under Company Number: 5941798 and the registered office is Knockhatch Ski Centre, Hempstead Lane, Hailsham, East Sussex. BN27 3PR. VAT No: 896352675.

Definitions

The 'Hirer' is the person whose name and address appears on the hire contract of which these terms and conditions form part of. The hirer accepts full legal liability for all the equipment included on the hire contract, regardless of whether the equipment is for the hirer's personal use, or that of another member of his/her party, booking under the same hire contract number. 'Equipment' includes skis, ski boots, ski poles, snowboards, snowboard bindings, snowboard boots, Snow socks, roof bars, roof boxes, bags and clothing and any other items hired by the hirer from the Company. The hire period is the date in which the equipment is collected/received by the hirer from the company, until the date the hirer is due to return the equipment. The hire period start and end date are both clearly stated on the hire contract.

Conditions of Hire

1. You must bring the hire contract with you when collecting your equipment, together with a form of identification. The company reserves the right not to hand over any equipment if the Hirer cannot identify themselves.

2. The Hirer accepts full personal liability for the equipment from the time they receive it from a member of the Company's staff, until it is returned to the company at the end of the hire period. The Hirer is not protected against loss, theft or damage to any equipment. However, to obtain cover for damage, loss or theft of equipment, Snow Lab Insurance is available at a cost of 9% of the hire total. See Section 6 for more details. The company reserves the right to charge the hirer the full replacement cost of such equipment in the event it becomes damaged or stolen, during the period of hire, or until it has been returned to the company. Replacement costs for equipment are as follows. Silver Skis £300, Gold Skis £450, Platinum Skis £600, Ski Boots £170, Junior Skis £150, Junior Ski Boots £100, Ski Poles £15. Silver Snowboard and Bindings £350, Gold Snowboard and Bindings £600, Snowboard Boots £150, Medium Roof Box £350, Large Roof Box £425, Roof Bars £100, Snow Socks £50, Ski Jacket £90, Ski Pants £70, Helmets £40

Altering Equipment – (This does not apply to the re-adjustment of bindings, nor the normal wear and tear of the equipment during use). The fabric of the Company's equipment must not be altered in any way without the prior consent of the Company. This includes the stretching and permanent alteration to the liners or shells of ski or snowboard boots and the re-drilling of binding holes in skis or snowboards. The Hirer will be liable to the Company for the replacement cost of the equipment, (see paragraph "2" above), in the event that such alterations are made.

3. Collecting Equipment. The Hirer will sign a receipt for the equipment on collection. By signing, the Hirer acknowledges that they have inspected the equipment & confirms that it is the equipment ordered & that it is in satisfactory working order and condition.

4. Amendments. The company will allow the hirer to change the details once free of charge within 10 days of completing your booking, subject to the equipment still being available. The company will not accept any changes 7 days prior to your departure. All amendments must be in writing and sent by post or e-mail to the Company. Any subsequent amendments will be charged at £10 per amendment.

5. Cancellations. The Hirer may cancel the contract up to ten days after the contract was made and will receive a full re-fund of monies paid, provided that the cancellation is in writing and sent by post or e-mail to the Company. Where the equipment has already been dispatched by carrier or to the location the hirer is due to pick up, then the Hirer will be liable for the costs of the dispatch and return of the goods. In such circumstances, the equipment must be returned unused to the Company, and within seven days of its receipt, or normal hire charges will apply.

Fees. If the cancellation is 10 days after the booking was the following charges will apply:

5a) No refunds will be made for cancellations made within seven days from the commencement of the hire period.

5b) Cancellations made 8-21 days before hire period commences are subject to a cancellation fee of 15% of the Hire Contract.

5c) Cancellations made 22 days or more before the hire period will incur an administration charge of £10.

5d) Booking made within 7 days of the hire collection date will be non refundable.

6. Snow Lab Insurance Cover – Snow Lab insurance covers the Hirer for the following: Damage of Equipment (See 6a), Theft of Equipment (See 6b and 6c) and Ski/Snowboard Boot Comfort guarantee (See 6b and 6c). Please note roof boxes and roof racks are not covered under Snow Lab insurance.

6a) In the event that the Hirers equipment becomes damaged beyond use (other than willful damage by the hirer, or on their behalf by a third party), the Hirer may rehire alternative equipment from a hire shop in resort. On production of a clearly written receipt, evidencing such re-hire, The Company will refund the Hirer on the following basis. The refund calculation will be based on the hire charges originally paid to the Company and will be capped at this level.

6b) In the event that the Hirer finds the hired boots to be uncomfortable, or the hired equipment suffer damage (as defined above), or stolen then, subject to following conditions (See 6c) the hirer may re-hire from the local hire shop in resort and the Company will refund the re-hire cost provided that all conditions in 6c are followed.

6c) The hirer must provide the company with a clearly written receipt (see 6a) for details), evidencing rehire in the resort. In the Case of stolen equipment an official police report must be provided. Where this is not possible, a written report must be obtained from the tour operator's representative detailing the circumstances and stating why the police have refused to issue a report. The equipment rehire in resort must be of a comparable standard to the equipment originally hired from the company. The refund calculation will be based on the hire charges originally paid to the Company and will be capped at this level

7. It is possible that the equipment, which you have pre-booked, may have been lost or damaged by the previous hirer. In this event, the Company will use every endeavor to provide the Hirer with equipment of at least the same quality & value as that ordered by the Hirer. Should the Hirer not wish to take the alternative equipment offered, he/she will be entitled to a full refund in respect of the missing equipment. However, the Company accepts no further liability.

8. Returning Equipment

Where the Hirer does not return the equipment at the end of the hire period, The Company reserves the right to charge the Hirer at £10 per equipment item per day, up to the replacement cost of the equipment, as specified in paragraph "2" above, together with any legal fees or associated recovery costs.

9. It is not the Company's responsibility to ensure that the equipment is put on the correct carrier after the hirer has collected it from the Company. The Company accepts no liability for any charges levied by tour operators, airlines, or other organizations for the carriage of equipment.

10. Bindings: The Company's technicians set bindings strictly in accordance with the manufacturer's recommendations. If the hirer wishes an alternative binding setting from that recommended by the manufacturer, then he/she accepts full liability for any accident arising from such alteration. It is the Hirer's responsibility to ensure that the binding settings remain correctly adjusted before using the equipment. If you are not sure what settings your bindings should be set at, please ask the Company's staff, or ask a qualified technician in a resort shop. You should not attempt to alter ski bindings yourself. The Company accepts no responsibility for incorrect information provided by the hirer or other members of their party, which includes their height, weight, skiing ability, age and Ski Boot sole length.

11. Roof Boxes. Roof Rack & Snow Socks: It is the Hirer's responsibility to ensure that these items are correctly fitted to the appropriate vehicle & remain properly fitted during the period of hire. Where members of the Company's staff assist the Hirer with fitting such equipment to a vehicle, this will be entirely at the Hirer's risk and the Company accepts no liability for any damage caused either to the vehicle or third parties as a result of fitting such equipment. Clients who are unfamiliar with how to fit snow socks, are strongly advised to practice fitting them before leaving the United Kingdom.

12. Deposits: The Company reserves the right to demand a deposit from any hirer at any time up to and including the Hirer collecting the equipment from the Company. The amount of such deposit is to be at the absolute discretion of the Company. The Company reserves the right to refuse to hire equipment to any client with whom it does not wish to enter into a contractual relationship. The Company reserves the right to cancel a contract at any time & without notice, whereupon it will refund to the hirer any monies paid. Following such a refund, no further liability will exist between the hirer & the Company.

13. Save as provided in these conditions & to the extent that the exclusion or restriction of liability may be prohibited by statute, the Company will not be liable for any loss, damage or injury caused, directly or indirectly by the equipment or its use. Your statutory rights are not affected.

14. We are registered under the Data Protection Act.