

SPORT 2000 - SKI/SNOWBOARD RENTAL - TERMS AND CONDITIONS

BETWEEN:

The **user**,

Referred to hereafter as “the Customer”

AND:

Sport 2000 France,

- Route d'Ollainville, 91520 Egly, France
- Registration number: RCS d'Evry 421 925 918
- Société par actions simplifiée with a capital of 14 105 191.27 Euros
- EU VAT No. FR 31 421 925 918
- Telephone: +33 1.69.26.20.00
- Fax: +33 1.69.90.32.89
- E-mail: resa@sport2000.fr
- Legal representative: Christophe Mostaert, CEO

Acting in the name and on behalf of the member shops of the Sport 2000 network in winter sports resorts, referred to hereafter as “Hire Shops”.

You can find a list of the resorts where we have shops on this website at: <http://ski-hire-sport2000.co.uk/ski-resort/france-93/index.html>.

Referred to hereafter as “the Company”

RECITALS

The Company is authorised by the Hire Shops to record bookings (referred to hereafter as “Booking(s)”) through Wasteland Ski Limited (referred to hereafter as “Wasteland”) for various winter sports equipment hired by the Customer (referred to hereafter as “Hire”).

These Rental Terms and Conditions (referred to hereafter “RTC”) are intended to define the terms and conditions governing the Booking and Hire of different ski and snowboard equipment through Wasteland. All Bookings and Hires are governed by these RTC.

By confirming a Booking through Wasteland, the Customer fully accepts these RTC.

These RTC may be changed on the sole initiative of the Company. The terms and conditions applicable to a Booking and Hire are contained within Wasteland's terms and conditions and in these terms and conditions in effect on the date the corresponding Booking is made.

ARTICLE 1: EQUIPMENT AND SERVICES

The different equipment and services offered on Wasteland's website are described according to categories and types.

The Hire Shops undertake to provide quality technical equipment equivalent to the category booked.

ARTICLE 2: COLLECTION OF HIRE EQUIPMENT

Hire Equipment is collected from the Hire Shop allocated to you in resort (if you are a large group client) or with your booking confirmation if travelling as an individual client or small group.

Hire Equipment is handed over to the person who made the Booking, under his/her sole responsibility, on presentation of the confirmation email for the Booking.

Hire Equipment can be picked up the day before the first day of hire (generally 5 p.m.) and subject to availability.

The Customer may be asked for ID when collecting the equipment.

The Hire Shop may also ask for a deposit, for a maximum amount equivalent to the retail price including tax. The deposit can be in the form of a cheque, a credit card imprint or a debit authorisation. It will be returned in full to the Customer when the Hire Equipment is returned, except in the cases mentioned in article 7 below.

ARTICLE 3: AVAILABILITY

The Hire Equipment will be available in the Hire Shop for the selected period. Therefore, the hire automatically ends on the dates and times indicated on the hire voucher.

The Company cannot be held liable for any failure or delay in the provision of equipment by the Hire Shop concerned.

Hire Shops cannot be held liable for delays in providing Hire Equipment for reasons outside their control or in the event of force majeure. In such a case, the Hire Shop shall endeavour to provide the Customer with equipment of an equivalent or superior quality to that booked, at no extra charge, according to the equipment available in the store.

Any claim concerning Hire Equipment must be sent directly to the Hire Shop, by registered letter with return receipt no later than 3 working days after the end of the Hire period.

ARTICLE 4: CHANGING A BOOKING

Bookings can be changed through the Wasteland booking system – please refer to section 5 of Wasteland’s terms and conditions to see the charges that may apply to making changes.

ARTICLE 5: CANCELLING A BOOKING

Bookings can be cancelled through the Wasteland booking system – please refer to section 6 of Wasteland’s terms and conditions to see the charges that may apply to cancellations.

ARTICLE 6: HIRE PERIOD

The Hire period is as indicated on the Booking.

A day starts at 9 a.m. and ends at 6 p.m.

This period cannot be amended without the agreement of the Hire Shop.

ARTICLE 7: USE/RESPONSIBILITY/RETURN

Hire Equipment can only be adjusted by the Hire Shop.

The Customer assumes full responsibility for the Hire Equipment once he/she picks it up and until it is returned in full.

Equipment is deemed to be in good condition and fit for normal use and must be returned as such.

Any issues regarding the condition of Hire Equipment must be indicated to the Hire Shop when picking up the Equipment; a record of this will be made on the hire voucher. Failing this, no claims will be accepted subsequently.

At the end of the hire period indicated on the hire receipt, if the equipment is not returned on the date and at the time indicated, the Customer shall remain solely responsible for the Equipment in his/her possession until it is returned.

The Hire Equipment is returned at the end of the day of the period indicated in the hire receipt or the following day before 10 a.m. For any late return after 10 a.m. the following day, the Hire Shop may charge an additional day of hire per day of delay, at the price indicated in the shop.

If equipment is not returned, appropriate proceedings may be implemented, with the associated costs being paid by the Customer, in addition to the cost of the Equipment not returned invoiced at market value excluding tax on the expected date of return, the hire charges and any damages.

The Customer remains liable for any damage to Hire Equipment, with the exception of normal wear or hidden defects. For any other damage, the Customer shall be liable for the payment of the repair or replacement costs of said Equipment, up to a maximum of the replacement as new value based on current retail prices, in addition to the price of the hire. The Customer undertakes to pay these costs on the return of the Hire Equipment. Any repair is carried out exclusively by the Hire Shop.

ARTICLE 8: SEVERABILITY

If any clause of these Rental Terms and Conditions is held to be invalid, unlawful or inapplicable, this shall not affect the validity of the other clauses.

ARTICLE 9: DISPUTES/GOVERNING LAW

These RTC are governed by the laws of France.

Only the Court situated in the jurisdiction of the Hire Shop shall be competent to settle any disputes resulting from the application or interpretation of these RTC.