

## **TERMS AND CONDITIONS FOR THE SUPPLY OF PREFITTED CLOTHING AND EXTRAS AND FOR THE SUPPLY OF THE PREFITTED FITTING SERVICE**

Alpserve Limited (trading as "Prefitted")

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

Your contract for Equipment hire is with your tour operator, acting as agent on behalf of its suppliers, but your contract for the hire of Prefitted Clothing / Extras and/or for the supply of the Prefitted fitting service is with Prefitted. Your tour operator simply advertises Prefitted Clothing / Extras on the Site and collects payment from you for the use of Prefitted Clothing / Extras which your tour operator passes on to Prefitted. The Prefitted service is included in the cost of your Equipment hire. As your tour operator is only acting as Prefitted'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 Prefitted Clothing / Extras and/or for the supply of the Prefitted service are with Prefitted not your tour operator.

Please read these Prefitted Terms carefully and make sure that you understand them before ordering any Prefitted Clothing / Extras from the Site and/or before receiving the Prefitted service. Please note that by ordering any Prefitted Clothing / Extras and/or by placing an order for the hire of Equipment you agree to be bound by these Prefitted 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 contract.
- c. “Prefitted” 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. “Equipment” means the set of technical equipment hire purchased through the Booking Page (skis & ski poles & ski boots, or snowboards & snowboard boots);
- g. “Clothing” means the clothing to be rented in accordance with the selections made on the Booking Page
- h. “Extras” means Helmet, or Retro Clothing.
- i. “Goods” shall mean any Equipment, Clothing or Extras.
- j. “Term” means the term of hire, which shall be the date of 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.
- k. “Agreed Return Location” means the return location as agreed between the Customer and Prefitted, its Suppliers or by pre-paid postal service.
- l. “Rental Price” means the price to be paid for the equipment, clothing or extras rental as set out on the Booking Page or by a third party supplier or partner of Prefitted;
- m. “Suppliers In Resort” refers to the end supplier of Equipment in the relevant resort as communicated by Prefitted or the Customer’s tour operator to the Customer or the Customer’s group leader.

## **2. Equipment fitting and rental**

- a. The description and quantity of the Equipment to be provided is set by the selections made on the Booking Page.
- b. When the Customer selects Equipment Hire through the Booking Page, the Customer will be required to complete a short set of questions regarding height, weight, ability and foot measurements ;

- c. Prefitted will take the Customer's relevant measurements from the online booking pages in the UK prior to the Customer's departure on holiday; this information is and communicated to the Suppliers in Resort to enable the provision of the relevant Equipment; No warranty as to comfort or brand provided is given by Prefitted. Where Equipment rental is provided through a tour operator or other third party, Prefitted shall not be responsible for the Equipment;
- d. Subject to Clause 4.a, the Customer shall be entitled to use the Equipment for the Term and must return the Equipment on the expiry of the Term to the Agreed Return Location;
- e. By taking the Prefitted Equipment waiver, the Customer is covered for any loss, damage or theft to the Equipment, subject to 2.i, 2.j, and 2.k inclusive below;
- f. Should the Customer lose, damage, or have stolen the Equipment having taken out this cover, the Customer will be required to pay each necessary excess to Prefitted directly;
- g. The excess for ski or snowboard packages is £130 for a bronze package, £200 for a silver package, £260 for a gold package and £450 for a Platinum package; The excess payable for boots is: £100;
- l. The Equipment waiver only covers the original Equipment issued by the Supplier to the Customer and can therefore only be activated once for skis & once for ski boots, or once for a snowboard & once for snowboard boots;
- m. This Equipment waiver does not cover Poles rented from the Suppliers in Resort, or Clothing & any Extras rented from Prefitted;
- n. Prefitted is not subject to any deadline for providing an invoice to the Customer for the Excess amount due;
- o. Prefitted will only accept payment for the excess from the Customer, unless a separate written agreement is made between Prefitted and the Customer to accept a payment from a third party within a time frame of 28 days from resort departure;
- p. If the Customer does not take out the Prefitted Equipment waiver, the Customer acknowledges that they must have their own equipment insurance cover; if they do not take the waiver, they will be charged in full for the Equipment should it become lost or damaged or stolen, by the Suppliers in Resort;

### **3. Clothing and Extras rental**

- a. The description and quantity of the Clothing/Extras to be provided is selected by the Customer using the Booking Page;
- b. Prefitted cannot guarantee availability of specific colour or size of Clothing/Extras, but will use reasonable endeavors to the fulfill the order from resort. No refunds will be paid if Clothing/Extras are a different colour than ordered or if they are a different size unless the different size prevents the Customer from being able to ski or snowboard safely;
- c. Subject to Clause 6.a, 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;
- d. The Customer will be emailed by Prefitted to check sizing requirements of ski clothing;
- 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 a helmet replacement is £64.99;
- h. The cost of a jacket replacement is £99.99;

- i. The cost of a salopettes replacement is £79.99;
- j. The cost of a goggles replacement is £29.99;
- k. The cost of a gloves replacement is £9.99.

#### **4. Collections and Returns in Resort**

- a. The Clothing and 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 Prefitted 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 Prefitted will result in the customer being liable for the cost of replacement of the Clothing/Extras;

#### **5. Collections and Returns by Post (Andorra Only)**

- a. The Clothing/Extras will be posted to the Customer Prior to the departure from the UK and will be sent to the permanent address entered into the Booking Page;
- b. Failure of the Customer to provide Prefitted with sizes for the relative Clothing/Extras will result in the Clothing/Extras not being sent out; the customer will receive a refund for each item less an administration fee of £25.00. This will be refunded by your tour operator;
- c. The Customer must return their Clothing/Extras to the Prefitted office, using the postal bag and returns label provided, within five working days of the expiry of the Term. Failure to do so will result in the customer being billed for consecutive additional rental weeks (up to a maximum 2 rental periods or the supplier's RRP, whichever is higher).
- d. The Customer is responsible for packaging and shipment costs should they lose or misplace their postal bag and/or returns label.

#### **6. Orders, Price and Payment**

- a. The Rental Price shall be paid by the Customer through the Booking Page;
- b. The Rental Price will be calculated based on the duration of the Term.

#### **7. 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.

#### **8. 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 Prefitted immediately. The Customer will be given the option to have the damaged/ faulty Goods replaced (if replacements are available) or to be refunded through the payment method used when ordering the Goods. Refunds or replacements will not be issued unless the Customer has returned the damaged/faulty Goods;
- b. If any Goods purchased are damaged/ faulty when they are delivered, the Customer should contact Prefitted immediately at [contact@alpserve.co.uk](mailto:contact@alpserve.co.uk) to arrange collection and return. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when purchasing the Goods.

## **9. Limitation of Liability**

- a. Prefitted 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 errors or omissions on the Booking Page;
- b. Prefitted will use its reasonable endeavors to supply the Goods as selected on the Booking Page. In the event that the Goods are not available, Prefitted will use its reasonable endeavors to provide alternative Goods;
- c. Save in respect of personal injury or death due to any negligence on the part of Prefitted, Prefitted shall not be liable to the Customer in respect of any loss suffered by the Customer due to any defect in the Goods or the Equipment.

## **10. Data Protection**

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

## **11. 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. Prefitted shall not be liable for any delay or default due to any circumstances beyond the reasonable control of Prefitted including but not limited to, acts of God, war, civil unrest, strike, riot, lock-outs, fire, flood, earthquake, pandemic, avalanche, or shortage of supply;
- c. Any variation to these terms and conditions must be in writing and agreed by both Prefitted and the Customer;
- d. The laws of England and Wales shall govern these Terms and Conditions and the parties hereby submit to the exclusive jurisdiction of the English Courts.