Terms and Conditions of Snow Clothing Rental LTD for School Ski Trips

1. General Terms

1.1. **Company**: These Terms and Conditions govern the rental of snow clothing from Snow Clothing Rentals LTD, hereafter referred to as "the Company."

1.2. **Customer**: The "Customer" refers to any school, teacher, student or parent renting snow clothing from the Company.

1.3. **Agreement**: By signing this agreement or making a rental booking, the Customer agrees to be bound by these Terms and Conditions.

1.4. **Rental Period**: The rental period starts when the Customer receives the items and ends upon return of all rented items to the Company. Late returns are subject to additional charges.

1.5. **Age Requirement**: Rentals are only available for individuals aged 18 and above. For students under 18, an adult (e.g., teacher or parent) must complete the rental agreement on their behalf.

2. Rental Items

2.1. Items Available for Rent: The Company offers the following items for rent:

- Ski Jackets
- Salopettes (Ski Pants)
- Gloves
- Goggles
- Additional accessories (available upon request)

2.2. **Condition of Items**: All items are inspected, cleaned, and maintained by the Company. The Customer is required to inspect the rented items upon receipt and report any existing damage or defects immediately to the Company.

2.3. **Rental Fees**: Fees are based on the rental period and type of equipment. The Company will provide a price list detailing all rental charges upon booking.

3. Reservation and Cancellation

3.1. **Reservation**: To reserve clothing items for the rental period, the Customer must submit a booking request and deposit in advance.

3.3. Cancellation Policy:

- Cancellations made 30 days or more before the rental period will receive a full refund of the deposit.
- Cancellations made within 15–29 days of the rental period will be refunded 50% of the deposit.
- Cancellations made less than 15 days before the rental period are non-refundable.

4. Damage, Loss, and Excess Fees

4.1. **Responsibility**: The Customer is responsible for the care, use, and return of the rental items in the same condition in which they were received, subject to reasonable wear and tear.

4.2. **Damage or Loss**: Any damage to or loss of rented items beyond normal wear and tear will result in additional charges.

4.3. **Excess Fees for Damage or Loss**: The following excess fees apply for damage or loss of rental items:

- **Gloves**: £30
- **Goggles**: £50
- Salopettes (Ski Pants): £70
- Ski Jacket: £80

4.4. **Partial Damage**: In cases of partial damage (e.g., minor tears or scratches), the Company may assess the damage and charge a reduced fee, which will be communicated to the Customer prior to charging.

4.5. **Waiver for Damage/Loss**: The Customer has the option to purchase a Damage/Loss Waiver, which reduces excess fees by 30%. If the waiver is purchased, the following reduced excess fees apply:

- **Gloves**: £21
- Goggles: £35
- Salopettes (Ski Pants): £49
- Ski Jacket: £56

4.6. **Purchase of Waiver**: The Damage/Loss Waiver must be purchased at the time of booking and applies to all rented items within the rental agreement.

4.7. Excess Charges: In the event of damage or loss, the Company will issue an invoice to the parent or guardian responsible for the student. The invoice will detail the excess charges for the damaged or lost items. The parent or guardian will be required to pay the invoice within 14 days of receipt. Failure to pay within the specified time may result in additional late fees or legal action to recover the charges.

5. Return of Items

5.1. Return Date: All rented items must be returned to the school by the specified date for collection by the Company. The return date will be communicated in the rental agreement, and failure to return the items to the school on or before this date may result in additional late fees.

5.2. Late Returns: If the Customer fails to return the items by the agreed-upon return date, a late fee of $\pounds 2$ per day, per item, will apply until the items are returned.

5.3. **Condition of Returned Items**: Items must be returned in a clean and undamaged condition. The Company reserves the right to charge additional cleaning or repair fees if items are returned excessively dirty or damaged.

5.4. **Lost Items**: Any items not returned within 7 days of the return date will be considered lost, and the Customer will be charged the full replacement value in addition to any applicable late fees.

6. Liability and Insurance

6.1. Liability: The Company is not liable for any injuries, damages, or accidents resulting from the use of the rented equipment. The Customer assumes all risks associated with skiing, snowboarding, and any other snow sports. It is the responsibility of the Customer to ensure the safe and appropriate use of the rented items during such activities.

6.2. **Insurance**: The Customer is advised to obtain personal travel or accident insurance, as the rental items are not covered by insurance from the Company. This insurance should cover any risks associated with winter sports and the rental of clothing or equipment.

7. Disputes and Governing Law

7.1. **Dispute Resolution**: Any disputes regarding the rental agreement will first be attempted to be resolved through good faith negotiation between the Company and the Customer.

7.2. Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

8. Privacy and Data Protection

8.1. **Data Collection**: The Company collects personal data only for the purpose of processing the rental agreement and ensuring the proper functioning of its services. This includes names, contact details, and payment information.

8.2. **Data Use**: The Company will not share personal data with third parties, except as required by law or necessary to facilitate the rental transaction.

8.3. **Data Security**: The Company takes all reasonable precautions to protect the Customer's personal information and ensure secure transactions.

9. Amendments to Terms and Conditions

9.1. **Changes**: The Company reserves the right to amend these Terms and Conditions at any time. Customers will be notified of any changes before they take effect.

9.2. **Acceptance of Changes**: By continuing to use the rental services after changes to the Terms and Conditions have been made, the Customer agrees to be bound by the revised terms.