

INTERSPORT RENT GENERAL CONDITIONS : RENTAL OF SKIS BY INTERNET

Preamble

The company INTERSPORT SERVICES carries out, on behalf of INTERSPORT, the operator of resort shops under the INTERSPORT sign (listed on the site), recording of the reservations from clients for the rental of equipment and ski equipment.

Reservation by Internet should be carried out at least 3 days before the beginning of the rental in periods of school holidays and up to 2 days from the beginning outside school holidays.

The equipment offered for rental is described on the present site, it being specified that the client should reserve a range of equipment and not one model in particular.

Certain shops, in addition to the classic rental range, offer optional packs which may only be reserved by internet.

Article 1 - TAKING EFFECT - PROVISION AND RECEPTION

1) The rental takes effect at the moment when the client takes possession of the equipment in the INTERSPORT mountain shop, for the duration indicated in the rental contract. It ends on the date and at the time indicated in the rental contract.

The periods of rental available for reservation are stated by means of a timetable on which the days not open for reservation are 'barred' and not active.

Risks will be transferred during the handover of the equipment to the client, who will then assume responsibility under his own entire responsibility, and undertakes to use it in all circumstances as a responsible person. The rental contract is only in force for the duration of the rental. If the client retains the equipment beyond this without having regularised the situation, he loses the benefits of all the guarantees foreseen in the rental contract.

2) Taking away the products from the shop at the place of signature of the rental contract being rented is the responsibility of the person making the rental.

In case of delay in taking away the products that have been rented, the client must warn the resort shop as quickly as possible. The products will then be kept for the client for **24 hours**. Beyond this period, they will be offered for rental again, without any indemnity being due to the client. The product must be returned to the place from which it was taken.

Article 2 -RENTAL PRICE AND MEANS OF PAYMENT

1. RENTAL PRICE

The rental price is determined by the range of equipment chosen by the client, by the period chosen and by the date of reservation.

General conditions: The general INTERLOCATION tariff applies for all reservations carried out up to 30 days before taking possession of the equipment.

Special conditions: Specific advantages may apply to advance reservations, local promotions during certain periods or last minute offers, only by internet.

The rental price for short stays (from 2 to 4 days) is calculated on the basis of the weekly price (6/7 days), divided by 5 then multiplied by the number of days of rental.

A deposit must be paid on reservation and this will be 30% of the total amount of the rental. The balance will be paid at the resort shop on pick-up of the equipment.

The prices indicated may be modified at any time without warning, so that the articles will be invoiced for according to the tariff in force when the order is recorded.

The INTERSPORT RENT offer may not be accumulated with any other promotional offer whatsoever (reduction coupons from groups of companies, reduction vouchers, etc.).

Once an order has been confirmed by a payment it may not be modified in any way.

2. SECURISED PAYMENT THROUGH THE WEB SITE

The client may pay for the reservation directly on line, by choosing from among the following symbols - VISA, EC (Eurocard) or MC (Mastercard) - and entering the 16 numbers and the expiry date of his card as well as the security code composed of the 3 digits on the back of the card.

Only bank cards bearing a CB, VISA, EUROCARD or MASTERCARD symbol and issued in France or in the framework of international networks approved by the GIE Bank Cards system are accepted. An order confirmed in this manner by the client on the Internet site will only come into effect when the central network of bank cards has given its approval. If this is refused, INTERSPORT SERVICES reserves the right to cancel the reservation. In such a case, the client will be contacted by e-mail or telephone as quickly as possible.

The data relating to the bank card are only retained for the time it takes to process the reservation.

Article 3 - UTILISATION

- 1) The client certifies that he is able to make use of the rented equipment which he undertakes to use himself. By express agreement between the parties, the loan or sub-rental of the rented equipment is strictly forbidden.
- 2) The client undertakes to use the rented items with prudence and without danger for third parties, in conformity to the regulations in force.

He undertakes to maintain them constantly in good condition and to use and maintain them according to the prescriptions for use. No guarantee will cover any failure to adjust the rented equipment to the specific needs of the client, or any adjustments other than those carried out by the INTERSPORT shop.

Article 4 - AVAILABILITY OF THE PRODUCTS OFFERED FOR RENTAL

The INTERSPORT mountain shop will not be held responsible for delays in availability due to reasons independent of its wishes, notably in case of accidents, delays in the return of equipment after the preceding rentals, modifications of payment, force majeure, strikes, etc.

However, in these cases of non-availability, the INTERSPORT mountain shop will offer, according to its stock, equipment of equal or superior quality for the same price.

Article 5 - CAUTION

The client undertakes to return the equipment clean and in the same condition as when he took possession of it. Any reservations about the state of the equipment should be indicated on the contract at the time of signing.

A caution deposit may be required from the client equal to the public sale price of the product including VAT. The deposit will be left in the form of a credit card print or a pre-authorisation of payment.

Article 6 - REPAIRS

1) The client undertakes to pay the costs of repair or replacement of the rented equipment, whatever the cause of the repairs, except for those due to normal wear and tear.

The repairs will be carried out exclusively by the shop, at the expense of the client.

2) Any equipment and accessories for which repair proves technically or economically unfeasible must be paid for at the INTERSPORT mountain shop by the client at the replacement price, which is the equivalent of the sale price including VAT minus 15% of reduction per year from the date of acquisition of the equipment by the INTERSPORT mountain shop.

Article 7 - RESPONSIBILITY - GUARANTEE

As long as all of the obligations arising from the contract are executed, the client will benefit from the following dispositions, except in case of fraud:

- 1) Unless the client has subscribed to the 'theft, breakages' guarantee foreseen in paragraph 2) below, the client will not benefit from any cover for any damages to the rented item and personally accepts responsibility in relation to said damages whatever their cause. However, the client will not be held responsible for the damaging consequences of hidden faults in the rented equipment or of wear which is not apparent but renders the equipment inappropriate for the use for which it is intended, as long as proof of such faults or wear can be demonstrated by the client.
- 2) 'Theft, breakages' guarantee: the client may, if he wishes, when he takes possession of the equipment, subscribe to a guarantee which is **payable in advance** and invoiced according to the conditions posted in this shop. In this case, the shop will have no further claim against the client and will take responsibility, in the framework of normal use, the entirety of the costs of repair or replacement after deduction of a contribution equivalent to the price of a rental of 7 days for a piece of equipment identical to the rented item. The payment of this contribution will be in addition to payment for the actual days of rental.

To allow this guarantee to operate, the client must:

- in case of theft: supply to the shop, within 24 hours, the original of the report of theft, issued by the gendarmerie or the police services.
- in case of breakage: return of the damaged equipment to the INTERSPORT shop,

the equipment being recognisable and complete.

- 3) The loss and disappearance of the equipment are not covered. In these cases, the equipment will be invoiced to the client on the basis of the sale price including VAT of the equipment, once an ageing deduction of 15% per year has been made.
- 4) In case of theft by the client, or of any misappropriation or damage whatsoever to the equipment resulting from non-respect of the rules for use or of the regulations in force, or of the terms and conditions of the present contract, INTERSPORT may make a claim for the totality of the prejudice.

Article 8 - Protection of your personal data (C.N.I.L):

Wishing to respect the private life of its clients and to protect the information that they provide, the company INTERSPORT SERVICES respects the legislation in force relating to the protection of private life, the INTERSPORT RENT site is declared to the CNIL under number 1195694.

Among the information that INTERSPORT SERVICES is authorised to demand from its clients, some is obligatory, because it is indispensable for the processing of orders, and some is optional and collected with the aim of better satisfying its clients by responding to their expectations in a more personalised manner.

These data are collected at the time when the client makes his order. They may be passed on to the staff of INTERSPORT SERVICES with the aim of processing the orders, or to their commercial partners.

In conformity with article 34 of law 78.17 of 6 January 1978, called the Loi Informatique et Liberté, the client disposes of rights of access, modification, rectification and suppression of his personal data. He may exercise this right by writing to:

INTERSPORT Service INTERLOCATION

BP 500 - 91164 Longjumeau cedex

Or by sending an e-mail to: sjanis@intersport.fr

Attention: this e-mail address is exclusively reserved for the exercise of this right. It may not be used for any questions concerning orders or for formulating claims.

Article 9 - RETURN - RIGHTS OF THE RENTER

The equipment may only be returned to the INTERSPORT mountain shop during the opening hours.

For reasons of security, the client undertakes to report to the shop any shocks suffered by the helmets.

Neither the ownership badgers fixed to the rented equipment nor the inscriptions on them must be removed or modified by the client. The equipment may not be given up, nor offered

as a guarantee. The client undertakes in general not to accord any right, real or other, over the rented item, to the profit of anyone whomsoever, which might affect the enjoyment of or limit the availability or full ownership of the item.

Article 10 - CONDITIONS FOR CANCELLATION

The legal dispositions relating to remote sales foreseen in the Consumer Code provide that the right of retraction is not applicable to tourist services (article L 121-20-4 of consumer code).

Thus, for all orders for the provision of services carried out on the INTERSPORT RENT site, the client enjoys no right of retraction.

However, he may take out, at the time of making his order, a cancellation insurance, offered by MONDIAL ASSISTANCE, a partner of INTERSPORT SERVICES. This insurance meets the [general conditions of sale of MONDIAL ASSISTANCE](#), which are available on the INTERSPORT RENT site.

After the reception of the equipment:

In case of illness or accident during the rental period, the rental conditions remain in force. Only equipment rented by the person concerned may be returned and invoiced at the prorata for the number of days of rental really completed (on presentation of a medical certificate), by the shop, during payment of the balance for the order.

Hazardous weather:

In case of COMPLETE closing of the skiable area normally accessible from the place of rental of the equipment, and only in this case, the days of rental concerned will be deducted.

The reimbursement of the account will be carried out within 30 days, by re-crediting of the account if payment of the order was carried out by bank card.

Article 11 - CANCELLATION CLAUSE

On expiry of the duration of rental foreseen in the contract, in case of non-return, or in case of non-payment of a partial invoice, the client remains responsible for the equipment which he has in his possession.

Its return is obligatory on expiry of the foreseen period of rental under the penalties foreseen in article 314-1 of the New Penal Code, without any need to issue a reminder by registered letter and without the client being able to create any obstacles to this.

Article 12 - CLAIMS

Claims which arise during the Execution of the contract must be indicated as quickly as possible to the manager of the INTERSPORT shop of the place of stay so that a solution may be found as quickly as possible.

Claims which it has not been possible to process on the spot, or which have not been resolved in a satisfactory manner, must be sent by registered and recorded delivery mail within one month counting from the end of the stay to: INTERSPORT, Consumer Service, 2 rue Victor Hugo, 91160 LONGJUMEAU or by e-mail to service-clients@intersport.fr . We draw your attention to the fact that the rapid notification of a claim will allow it to be dealt with effectively.

Article 13 - APPLICABLE LAW & JURISDICTIONS

The present contract is subject to French law. In case of any dispute relating to the present contract, the competent Tribunal will be that at the location of the registered office of the company operating the INTERSPORT shop which has delivered the equipment, to which the parties attribute exclusive competence.