

# Regulations - "Ski Rent Campiglio - Lorenzetti"

Ardalosi srls

## RENTAL RULES AND CONDITIONS

The following ski rental conditions are an integral and essential part of the contract signed by the Customer at the time of payment.

### **PREAMBLE**

The company ARDALOSI s.r.l.s with registered office in Via Cima Tosa 47/c (TN) - ITALY, hereinafter referred to as the "Supplier", owns the domain [www.skirentcampiglio.com](http://www.skirentcampiglio.com) and is the provider of the online booking service and the in-store service under the conditions set out below.

The confirmation by the Client of a Booking on the Website implies the total and complete acceptance of the General Terms and Conditions of Service (GTC).

The GTC may be changed by the Supplier over time. In the event of any changes, the conditions published at the time the Customer confirmed their order in accordance with the procedures described herein will be applied to the Booking. The Supplier reserves the right to refuse a Booking in the event of serious or previous breaches by the Customer or, in any case, disputes with the Customer.

### SECTION 1: GENERAL TERMS OF SERVICE (T&CS)

#### **Art. 1: OBJECT OF THE CONTRACT**

The customer-lessee declares that he has personally ascertained that the rented goods are suitable for the agreed use, are in a good state of maintenance and functioning and have been adjusted according to his needs and indications provided to the renter.

The client-lessee undertakes to use the rented goods with the ordinary diligence of a good father of a family, for the agreed use on the ski slopes. It is expressly forbidden for the customer-lessee to sub-lease the property covered by this contract or to rent it to others.

#### **Art. 2: DATA PROVIDED BY THE CUSTOMER**

The assembly, repair of safety bindings and rental of downhill skis or other equipment are subject to the signing of the rental agreement for acceptance of these regulations. This signature also guarantees the truthfulness of the personal data (weight, height, etc.) provided by the lessee for the adjustment of the attachments or other equipment. The adjustment will be carried out according to the regulations issued by the manufacturer and the data provided by the lessee.

#### **Art. 3: CUSTODY OF GOODS (loss, theft, damage)**

The customer-lessee is the custodian of the rented goods for the entire duration of the contract and assumes full responsibility for the rented goods in the event of theft or loss.

In the event of theft, the customer-tenant is obliged to immediately report it to the competent authorities and to deliver a copy to the landlord.

It is the full responsibility of the customer-tenant to reimburse, in favor of the lessor, the value of the rented goods, subject to theft or loss.

The amount to be reimbursed shall be determined according to the conventional values of the goods attached to these regulations and displayed in the store.

In the event of partial damage to the rented goods, due to negligence of the customer-lessee, improper use, inadequate treatment and/or vandalism, the costs for restoring the goods to their normal state of use or for their replacement in case of unusability, will be borne in full by the lessee. If the rented material does not

return for any reason according to the agreements, on the seventh day from the date established for the return, a complaint for theft will be automatically filed against the renter.

#### **Art.4: PERIOD and MODIFICATION OF THE RENTAL**

The rental is agreed for the agreed period and indicated on the receipt. Failure to return the rented goods at the end of the rental period or by 10.00 a.m. of the following day will result in the customer-lessee being charged an additional amount, equal to the daily rental fee for each day of delay.

It is always possible to replace the rental item with material of equal value during the term of the contract.

Substitution with material of different categories and values is also permitted. In case of a higher category, the difference will be charged, while there will be no refund in case of choosing a lower category.

#### **Art. 5: EARLY TERMINATION**

Early termination of the rental contract is possible through the return of the rented equipment, without any claim for reimbursement by the renter.

#### **Art.6: EXTRAORDINARY MAINTENANCE**

The lessee is fully responsible for extraordinary maintenance work on the rented goods, attributable to improper use and/or changes requested during the rental.

#### **Art. 7: ADDITIONALE WARRANTY**

To partially cover damage caused by the customer due to theft, even partial damage, early return of the rented property, the rental offers an additional guarantee.

The customer-tenant can choose whether to pay a surcharge equal to 10% of the rented amount (upstream of discounts), as a result of:

- Refund for early return due to injury from the day following presentation of the medical certificate from the local ASL.
- In case of total breakage of the property (impossibility of use), deductible paid by the customer-lessee equal to half of the value calculated according to the provisions of the art. 3.
- In the event of theft, the customer-tenant will pay a deductible equal to half of the value calculated in accordance with the provisions of art. 3.
- The guarantee is always added to the rental cost. The customer can ask the counter to withdraw from the guarantee service before paying.
- The refund will be made by bank transfer keeping 10% of the amount to cover bank charges to be paid by the customer.

#### **Art. 8: USE OF RENTAL SPORTS EQUIPMENT**

The customer-lessee declares to be aware of the current legislation on the performance of mountain sports activities - including competitive ones - and the provisions of the law, recently supplemented and amended (Legislative Decree 40/2021 and subsequent amendments) which impose the obligation to equip oneself with special electronic signaling and search systems, shovel and snow probe, to ensure suitable rescue intervention. Any responsibility relating to the non-rental and/or non-use of such equipment is therefore to be considered the exclusive responsibility of the customer-lessee.

### **SECTION 2: E-COMMERCE**

#### **Art. 9 : CAPACITY TO CONTRACT**

The Client declares that he/she is at least 18 years of age and has the ability to contract on the Internet.

## **Art. 10: RENTAL PRICE**

The price of the Rental, hereinafter referred to as the "Price", which is the subject of the

Booking is only the one indicated on the Website at the time of the Booking and is determined on the basis of various parameters: category of material booked by the Client; chosen rental period; quantity of material booked; special offers in the period; additional services.

## **Art. 11: BOOKING PROCEDURE**

To make a Booking on the Website, you choose the category or equipment you wish to book. After the selection of the material, the Client will be asked to confirm his/her Booking. The Client must specify the surname and first name of the persons who will use the booked material, and any other data necessary for the correct preparation of the equipment.

The customer-tenant declares the truthfulness of the data indicated at the time of booking.

The types of proposals on the website and any images and descriptions are indicative of the product CATEGORY and not of the specific product; They are therefore not binding on the brand and model.

## **Art. 12: METHOD OF PAYMENT OF THE RENTAL**

The Customer must pay the Supplier, for the service offered, the amount shown in the cart summary.

Any balance of the Rental Price, which is the subject of the Booking, will be paid by the Client directly to the Affiliate store according to the conditions applied by the latter.

## **Art. 13. HOW TO PAY FOR THE RESERVATION**

The Reservation will be registered only after the relevant payment, which can only be made on the Internet by credit card or other methods provided by the system. Payment will be deemed to have been made only upon receipt by the Supplier of confirmation of the payment circuit. In the event of non-acceptance of the circuit, the Supplier reserves the right to cancel the previously registered Booking.

## **Art. 14: FORMATION OF THE CONTRACT**

The Booking is binding for the Customer and the Affiliate store. It is concluded and becomes effective only with the payment of the amount due, pursuant to the previous points of these GTC, which can be demonstrated by the Customer only by showing the voucher containing the confirmation of payment and the summary data of the Booking. Once the Booking has been completed, the Affiliate shop undertakes to rent the booked material to the Client in accordance with the procedures set out in the Booking and in these GTC, while the Client undertakes to receive such booked material in the same manner.

## **Art. 15: CONDITIONS OF CANCELLATION OF THE RESERVATION**

The Client has the right of withdrawal within 14 days from the date of confirmation of the Booking, and in any case no later than 3 days before the rental start date.

In the aforementioned terms, the refund will be equal to 100% of the total, excluding 10% of the amount already paid, to cover bank charges and expenses and management of the file.

Once the above limit is exceeded, there is no refund to the Customer. Any promotions or additional services may guarantee improved conditions in derogation of the above, as indicated in Article 8 of these Regulations.

Any withdrawal must be made, within the aforementioned deadline and by bank transfer, by sending an email to the [booking@skirentcampiglio.com](mailto:booking@skirentcampiglio.com) address with the booking voucher attached and indicating your IBAN code.

Upon receipt of the notice of withdrawal, duly sent, the parties will be released from their respective obligations arising from the Booking.

### **SECTION 3: CONCLUSIONS**

#### **Art. 16: VALIDITY OF THE RENTAL**

This rental agreement is valid only after the payment of the fee and the deposit of a valid identity document for the requested rental period, or a sum equal to the equivalent value of the rented material.

#### **Art. 17: PROTECTION OF PERSONAL DATA**

In accordance with the law (Art. 13, DPR 675(96) for the protection of personal data, the lessee authorizes the rental landlord in question to use his personal data for statistical purposes and to be informed about future market developments.

#### **Art. 18: ACCEPTANCE OF THE REGULATIONS**

The signature guarantees the acceptance of the regulations and the truthfulness of the data on the coupon itself.

#### **Art. 19: CONTROVERSY**

Any disputes that may arise regarding the application and interpretation of the rental contract and these regulations will be subject to the exclusive jurisdiction of the Court of Trento.

**Table A**

### **CONVENTIONAL VALUE OF RENTAL ITEMS**

Skis baby - junior (up to 159 cm)	Ski baby-Jr (up to 159 cm)	€ 200 VAT included
Basic Skis	Ski Easy	€ 300 VAT included
Medium Ski	Ski Medium	€ 400 VAT included
Top Skis	Ski Top	€ 600 VAT included
Snowboard junior (fino a 135 cm)	Snowboard Jr. (up to 135 cm)	€ 200 VAT included
Baby-junior boot	Boots baby-Jr.	€ 150 VAT included
Adult Boot	Boots adult	€ 300 VAT included
Sticks	Poles	€ 20 VAT included
Helmet	Helmet	€ 100 VAT included
Protections	Back/knee protections	€ 100 VAT included