

Scope – the Terms and Conditions (T&C) covers all outlets operating under the TIROL SPORTS branding. This includes:- TIROL SPORTS.

EQUIPMENT EXCHANGE.

- 1 Demo/Premium equipment packages include 1 free swap, this allows you to try different skis or boards within that category.
- 2 Swap from skis to boards in our standard or performance range incurs a \$15 fee per swap.
- 3 You are required to make your own way to the closest store for swaps.

CHILDREN CLASSIFICATION.

- 1 Children are classified by age.
- 2 Children aged 17 and under are considered “children” for equipment rental in Australia.

REFUND, AMENDMENT AND CANCELLATION POLICY.

- 1 A refund can be provided for early rental returns, only upon receipt of a medical certificate, for bookings made directly with Tirol Sports. Equipment is to be returned before 5.30 pm or by 9am sharp, any refund is processed with that being the conclusion of the last day. Refunds will not be given for unused days in the middle of your hire period.
- 2 Bookings through agents are not eligible for an early return refund. Your agent may be able to arrange a refund. Some refunds are available under certain travel insurance policies.
- 3 All cancellations or amendments for online bookings with Tirol Sports via tirolsports.com.au must be made at least 72 hours before first day of hire. Cancellations incur a 20% cancellation fee.
- 4 All online hire bookings must be made 72 hours before first day of hire. First day of hire is the first day the equipment is used.
- 5 All bookings made during a pandemic and/or state of emergency are not liable for any refund. A store credit will be issued for the said amount.

EQUIPMENT COLLECTION I LATE RETURNS.

- 1 Equipment can be collected from 3 pm before the first day of hire. Collection after 3 pm is not counted as a hire day. A minimum of 1 full day hire will be charged for equipment rental.
- 2 Equipment returned after 9am after the last day of hire will be charged as a full day.
- 3 Equipment can be collected from our store located in the Arlberg Hotel, unless delivery has be pre arranged.

LOSS AND DAMAGE POLICY.

- 1 Damage insurance is built into the price of the rental for any repairable damage which includes the following –
 - 1 Base scratches
 - 2 Edge and base tuning.
 - 3 Base patching and P-texing /core shots
 - 4 De laminations
 - 5 Cracked top sheets
 - 6 Snapped board or ski

2. Damage from misuse, skiing on roads, damage to top sheets from ski to ski contact will be charged at the discretion of the manager. Repairs start at \$80 in Australia.
3. Rental equipment that is lost, stolen or irreparable will be charged at the replacement value for a new item.
4. Normal wear and tear is excluded from the damage clause.

RENTAL TERMS AND CONDITIONS – RENTERS AGREEMENT.

1. The Renter agrees to return the hired equipment in the same condition that it was rented.
2. The Renter bears full liability for any and all damage to the hired equipment.
3. The Renter shall return all hired equipment to the place of hire no later than 5:00 pm on the final day of the period of hire (above).
4. In failing to return the equipment by such time, the Renter agrees to pay, at the specified daily rate (above) for the additional day/s or part/s thereof.
5. Any period of time outstanding shall be rounded up to the nearest full day. =
6. In failing to return all of the hired items (as listed above), the Renter agrees to pay the full replacement value (below, cl 6) of any and all items which were not returned. =
7. The full replacement value of an item is set at seven times the daily rental price of that item.
8. The Renter agrees that any outstanding fees which result from damage, destruction, or failure to return equipment will be charged directly to the Renter's credit card without notice to the Renter.
9. Tirol Sports is required to provide a refund solely in circumstances in which the equipment is damaged, defective, or unfit for purpose.
10. The Renter agrees not to remove the hired equipment from the Mount Hotham Alpine Resort area without prior permission from the Tirol Sports manager.
11. The Renter hereby indemnifies Tirol Sports from any and all claims of injury resulting from the Renter's use of hired equipment and waives their right to any and all claims of damages against Tirol Sports.
12. The Renter acknowledges and agrees to the binding DIN settings, as indicated above, and acknowledges their basis on the information provided by the Renter.
13. The Renter acknowledges that the binding DIN settings, as specified above, do not differ from those on the hired skis (if skis are hired).
14. The Renter agrees that the responsibility to inform Tirol Sports if the DIN binding settings differ in any way from those specified above rests solely on the Renter and hereby indemnifies Tirol Sports from any and all claims of injury that result from the Renter's failure to inform Tirol Sports of the differing binding DIN settings.
15. The Renter agrees not to use hired equipment for any racing or competition of any form whatsoever.

16. If any of the terms and conditions of this agreement are void, or become voidable by reason of any statute or rule of law, then that term or condition shall be severed from the agreement without affecting the enforceability of the remaining terms and conditions.
17. In signing this contract or checking the box that you agree, the Renter agrees that they have read, understood, and agreed to all of the above terms and conditions.