

## **RAB® – TERMS AND CONDITIONS**

All use of our rental website and any rental orders placed via our website will be subject to these terms and conditions.

Please read these terms carefully before you use our website and particularly before placing any order as they explain your and our legal rights and also contain important information about our contract with you and how your order will be dealt with.

### **1. ABOUT US**

1.1 We are Rab®, an Equip Outdoor Technologies UK Limited brand. Equip Outdoor Technologies UK Limited is a company registered in England.

1.2 Our company number is 1168470 and our VAT number is 115143946.

1.3 Our registered office address is Wimsey Way, Somercotes, Alfreton, Derbyshire, DE55 4LS. Please do not use this address for returns or to contact us. For more information on making returns and for information about how to contact us, use our Rental FAQ's

1.4 These terms and conditions only apply if you rent a product through our website.

### **2. ABOUT YOU**

2.1 Please make sure that the details that you provide to us about yourself are complete and accurate.

2.2 Unless you tell us otherwise, we will assume that you are renting the products or services for your own use. If you are renting on behalf of someone else, please be aware that our agreement will still be with you and you will be responsible for complying with the obligations set out in these terms and conditions, including payment obligations.

2.3 We rent for personal use only. Unless we have agreed otherwise we do not make any promise that our products will be suitable for any use in connection with your business or trade and we recommend that they are not used for those purposes.

2.4 If we need to contact you about your order, we will usually do this by email, using the email address you have provided to us. We may also contact you by phone or by post, again using the details you have provided to us.

2.5 Before you place your order, please make sure that all of your details are correct. If any of your details change after you place your order you should let us know straight away so that we can continue to get in touch with you if we need to.

### **3. USING OUR WEBSITE**

3.1 You must use our website only for lawful purposes and in a way which does not infringe anyone else's rights or restrict or inhibit their use and enjoyment of the website.

3.2 Whilst we will do our best to keep our website available at all times and running smoothly, we cannot guarantee that it will be available at all times or function in a way that is error-free.

3.3 You must not make commercial use of or publish any content displayed on our website without our prior authorisation.

3.4 Our own content may be copied for personal use only on the condition that copyright and source indications are also copied, no modifications are made and the content is copied in full.

3.5 Some content has been published on our website with the permission of third party copyright owners. All rights in this content are reserved and permission to copy it must be requested from the relevant copyright owners (the sources are indicated alongside the content).

3.6 Our website may contain links to other websites. Please be aware that we are not responsible for third party websites and can take no responsibility for their content or availability or how they might use your personal data. Please review the terms and privacy notices on any third party website that you visit.

### **4. PLACING AN ORDER**

4.1 All orders must be placed via our website. You can place an order by adding the product(s) or service(s) that you want to order to your bag, proceeding to the checkout and then following the on-screen process.

4.2 Before placing an order, please read the description carefully to ensure that you understand all the key features of the product or service and that it meets your requirements. If you have any questions, let us know.

4.3 Once you place an order, you will receive an automated email confirming receipt of your order. If you do not receive this within 24 hours of placing your order please check your spam filter. If you are still unable to locate the email please contact us to check that we have received your order.

4.4 Provided that we are able to accept your order (see paragraph 11.2 for more information about circumstances in which we cannot accept an order) we will dispatch the product(s) you ordered as described in paragraph 7 and will send you an email to confirm this. Our email confirming dispatch constitutes acceptance of your order and will form a legally binding contract between us and you for the rental of the product(s) governed by these terms.

### **5. OUR PRODUCTS**

5.1 We may display images of our products on the website. However, the way that these images will display on your screen will depend on the display settings of your device and therefore colours and other aspects of the products may look slightly different in real life to the way they look on-screen.

5.2 Any product packaging shown is for illustration purposes only and the packaging of the product you receive may be different. We will remove and recycle unnecessary plastic packaging from some items in your order as part of our ongoing commitment to reduce the amount of single use plastics used within our supply chain.

5.3 Any warranty or guarantee provided with a product is in addition to and not in place of your rights under these terms and your other legal rights. See paragraph 12.2 for more information.

## **6. PRICE, PAYMENT & DEPOSIT**

6.1 The rental price of our products is shown on the website, and the total price that you will pay will be shown during the order process.

6.2 We take all reasonable care to ensure that the price of the products indicated to you is correct. If we identify an error before we accept your order then we may decline to accept your order as described in paragraph 11.2, in which case you will be entitled to submit a further order at the correct price.

6.3 We will take payment when the order is placed. If we are unable to take payment for any reason we will contact you and ask you to make payment by an alternative method. We will not be able to dispatch the products until cleared payment is received.

6.4 A security deposit of 20% will be reserved on your payment card 24 hours before the booking starts, and released after the booking has ended once the product is returned. We may withhold all or part of the deposit to pay for unreasonable damage as described in paragraph 10.1 or late return fees as described in paragraph 10.2.

## **7. DELIVERY**

7.1 We will deliver your product(s) (or the postage bag for your product, if you are ordering a service) to the delivery address that you have provided.

7.2 The delivery costs (if any) that you will have to pay will be shown during the order process. By placing an order, you are agreeing to pay any delivery costs in addition to the price of the product(s) or service(s).

7.3 We will send your order to arrive before the start of your rental period. If the order arrives late due to issues with the carrier, we cannot be acceptable for any losses occurred by you.

7.4 You must ensure that someone is at home on the delivery date to accept delivery. Our carrier may leave the product or postage bag with anybody who is present at the address you have given us for delivery.

7.5 If you are aware that nobody is going to be at home you may be able to make alternative arrangements with our carrier, for example a safe place where the product or postage bag can be left or a neighbour who will accept delivery. In this case, our carrier's delivery of the product or postage bag to the safe place or the neighbour's address will complete our delivery obligations.

7.6 The rental product remains our property. The rental product is your responsibility from the point at which it is delivered to your address (or to a safe place you have chosen for delivery or another person you have asked us to deliver it to instead of you), until you hand over the return to the carrier.

7.7 If our carrier is unable to make delivery then, depending on the carrier used, the carrier may attempt re-delivery on one or more occasions, take the product or postage bag to a collection point or return the product or postage bag to us.

## **8. CANCELLATIONS**

8.1 If you want to make any changes once you have placed your order but before your products have been dispatched (including cancelling your order or part of it) please let us know as soon as possible. We will try to make the change for you, but if the product is dispatched before we are able to make the change then you may need to return the product as described in our returns policy.

8.2 You may cancel your rental with us any time up to 7 days before the rental start date. If you cancel within 7 days you may be charged 25% of your rental amount.

## **9. RETURNS**

9.1 The product must be returned to us the day after the end of the rental period. We supply a prepaid return label and re-usable packaging to make the return process as easy as possible.

9.2 If we consider the return to be unreasonably late, we may charge a fee. Typically this will be charged at the day rate for your unreturned rental items.

9.3 If when you receive the product it does not fit and we are unable to get a suitable replacement out to you in time, we will refund.

## **10. CHARGES**

10.1 We will clean and repair all items returned to us free of charge as long as it is considered fair wear and tear. In instances where the product has been damaged to

the point we deem it cannot be re-rented, we reserve the right to charge a repair or replacement fee (this will not exceed your deposit amount).

10.2 The product must be returned to us the day after the end of the rental period. We supply a prepaid return label and re-usable packaging to make the return process as easy as possible. If we consider the return to be unreasonably late, we may charge a fee. Typically this will be charged by the day at the day rate for your unreturned item

## **11. OUR RIGHTS TO REFUSE OR CANCEL YOUR ORDER**

11.1 Although we will normally be able to do so, we cannot guarantee to accept all orders placed via the website. You will receive an email confirming your order, but please be aware that this is generated automatically and does not mean that we have been able to accept your order.

11.2 We may occasionally be unable to accept orders for various reasons, for example because there was an error in the advertised price or description, because there has been an issue with collecting payment or because we suspect fraud or misuse. If this is the case, we will let you know and, where possible, we will discuss other options with you, for example arranging payment through another means or the option of purchasing the product at the correct price.

11.3 We may also cancel your order after dispatch if we are unable to deliver the product or postage bag as described within paragraph 7.7.

## **12. QUERIES, PROBLEMS OR COMPLAINTS**

### **12.1 Queries**

If you have any queries about the website, your order or our products or services, please visit our FAQ's

### **12.2 Problems with your product**

We have a legal responsibility to supply products and services that are in conformance with our contract with you. We also offer a warranty on our products which is in addition to your ordinary legal rights.

If you experience a problem with a product or service you purchase from us, you may be entitled to have that problem dealt with under your legal rights or our warranty. Please contact us through our help centre and we will discuss your options with you so that we can put things right.

We will check any products that are returned in accordance with your legal rights or a warranty claim to verify the information that you have provided and identify the problem. If we are unable to identify any problem with the product we reserve the right to refuse to accept the return and to return the product to you at your cost.

If your problem is not covered under your legal rights or our warranty, don't worry. We can hopefully still help with any repairs that are necessary for a small charge – see paragraph 6 for more information.

Please see our repairs and warranty page for more information.

### **12.3 Complaints**

We hope that you will be satisfied with your product or service, but if you do have any problems or issues at all please contact our friendly customer services team through our help centre who will do their best to put things right.

### **12.4 Other legal remedies**

We take our legal responsibilities very seriously and have prepared these terms and conditions in accordance with your legal rights. The options described above are intended to describe or be in addition to your normal legal remedies and nothing in these terms will override or exclude any of your legal rights.

### **12.5 Limits of our responsibility**

We are not responsible to you for the following types of loss or damage:

- Loss or damage of a kind that we could not reasonably have foreseen.
- Loss or damage arising out of use of the product for commercial, business or re-sale purposes.
- Loss or damage which results from you misusing the product.
- Loss or damage arising from wear or tear or otherwise from damage to a product arising after the time when it was delivered (except where that damage is caused by a problem which was present at the time it was delivered).

However, nothing in this paragraph 12.5 or otherwise in these terms is intended to limit or exclude our liability for death or personal injury caused by negligence, for breach of your legal rights in relation to the products, for defective products under the Consumer Protection Act 1987 or otherwise where we are not permitted to limit or exclude our liability by law.

## **13. OTHER IMPORTANT TERMS**

13.1 Any contract formed will be between you and us. No other person shall have any rights to enforce any of its terms.

13.2 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.3 We reserve the right to change these terms (and the terms of our policies, such as our returns policy and warranty) at any time by posting the updated terms online. Please therefore check these terms and our policies each time before using our website and before placing any order. Any change to our terms will not affect any order you have already placed, which will be subject to the terms which were in effect when you placed your order.

13.4 These terms are governed by English law and, except as provided in paragraph 13.5, you must bring legal proceedings in respect of any disputes arising out of or in connection with your order, including any problems with the products, in the English courts.

13.5 If you live in a different part of the United Kingdom you may choose to bring proceedings in either the English courts or the courts in the part of the United Kingdom in which you live.

If we need to bring legal proceedings for any reason, we may bring them either in the English courts or in the courts of the jurisdiction