

Morzine & Avoriaz Winter Camps - Booking Terms & Conditions

Terminology.

In this document the terms:

- 'We', 'us', 'our' - refer to Onyx Snowboard School/Onyx Snowboarding, Alpine Active Ltd trading as Jack & Jill and /or our suppliers.
 - 'You', 'your', 'yourself' - refers to all persons named on the booking form including those added at a later date.
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Thanks for booking. This winter camp brings together the world renowned coaching experience of Onyx Snowboarding together with the luxurious alpine chalet provisions of Jack & Jill. As with all bookings here are the associated T's and C's that form the basis of our contract with you and those specified on your booking form, as party leader please give them a read below as paying deposit and/or full balance confirms you have read, understood and agree to these.

A contract will only exist when we have received from you a completed and signed booking form and your deposit and we have sent to you confirmation of your booking and invoice.

1. Deposits and Payments.

Winter Snowboard Camps Deposit & Final Balance

A non refundable deposit of £250.00 is due at the time of booking to reserve your place/s. This can be made by UK bank transfer or PayPal (+3.6% charge for UK accounts, +3.9% charge for non-UK accounts) to Alpine Active Ltd T/A Jack & Jill.

Final balance is due 10 weeks prior to the camp start date and place/s only confirmed upon receipt of full invoice total. If final payment has not been received by this date, the booking will be treated as a cancellation and deposit not be refunded. Invoice total is due in full for bookings made within 10 weeks of the camp start date. No contract shall exist between Alpine Active Ltd and yourself until the booking form has been received and deposit paid.

In the event of dishonoured payment the group leader will be contacted to make immediate payment by other means. Failure to do this will mean automatic cancellation of the booking. In the event of late payment of your final balance, charges or loss of revenue incurred on our behalf will be added to your balance.

2. Cancellation & Changes.

The following conditions apply to cancellations:

By Us

In the unlikely event of us having to cancel/change your snowboard camp details you will be notified as soon as possible and will have the choice of the following, as applicable:

A - accepting the change.

B - accepting an alternative camp of equal value. If less expensive we'll refund the difference, if more expensive you will have to pay the difference.

C - cancelling your camp, in which case we will offer you a full refund for this portion.

By You

If you are obliged to cancel your booking you must inform us in writing immediately to

hello@jackandjillholidays.com . In all cases your deposit will be forfeited and you will become liable for charges on the following scale:

- More than 10 weeks prior to camp start date = Deposit only.
- Less than 10 weeks prior to camp start date = 100% of camp cost.

3. Snowboard Ability, Fitness Level & Right Of Refusal.

Minimum Snowboard Ability & Fitness Level

To attend this camp you must possess the skill level to make flowing linked turns on blue grade pistes with confidence, [deemed as L5+ on the Onyx Snowboarding scale here](#). While opportunity will be given at the start of the camp to 'get your legs back' and warm up, we do expect you to participate at this level on arrival.

It is expected that you generally be in good shape and possess a level of fitness which allows you to complete a 3 hour lesson without serious fatigue at an absolute minimum. To get the most out of your time away with us we always recommend working on your general fitness level in the 8 weeks prior to attending the camp.

Right Of Refusal

We expressly reserve the right to prevent you from participating in any aspect of the camp and/or terminating the remainder of your camp if in the reasonable option of our staff you do not possess the required snowboarding ability or fitness level required, or appear to be under the influence of drugs/alcohol at any point during the lessons. In such an event your camp will be terminated with immediate effect. No refund or compensation will be due by us and all contractual obligations and responsibilities by us to you will cease.

4. Behaviour.

Whilst on the camp all clients are expected to behave in an orderly and acceptable manner. We reserve the right at our reasonable discretion to terminate the camp of people who indulge in serious misconduct, threatening, violent or discriminatory behaviour. If you or a member of your party wilfully, recklessly or negligently damages any property, vehicle or person or cause the delay to or diversion of any means of transport you agree to compensate us or any third party for costs and or losses that we or the third party may suffer, including all legal costs.

In any of the above events your camp will be terminated with immediate effect. No refund or compensation will be due by us and all contractual obligations and responsibilities by us to you will cease. In short, don't be a dick!

5. Medical Conditions & Previous Injuries.

It is essential that you inform us BEFORE booking a camp of any pre existing or ongoing medical conditions or injuries that may effect your ability to participate fully in the camp. Additionally any medication you are currently taking, any major operations you have undergone and injuries you may be carrying. If your medical condition changes between booking and starting the camp, it is your responsibility to inform us immediately.

Examples include but are not limited to: high/low blood pressure, heart disease, stroke, diabetes, asthma, ligament problems/surgery, pregnancy, cancer, dizziness and fainting, chest pains and/or shortness of breath during physical activity, bone/joint problems and any respiratory problems. Any information you divulge will be kept strictly confidential. Letting us know about any of the above allows us to tailor the our content where appropriate to keep you safe & having fun. In some cases a doctors note stating your ability to take part in the activities outlined in the camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation in the camp that is a result of a pre-existing medical condition/injury/ illness that you did not make us aware of.

We expressly reserve the right to prevent you from participating in any aspect of the camp and/or terminating the remainder of your camp if your are unable to take part in the anticipated manner due to:

- a) A condition that you did not make us aware of at the time of booking or that occurred between booking and the camp start date.
- b) A pre-existing condition we were made aware of becoming worse/more severe during the camp.
- c) A new injury or condition that you incur/develop during the camp for which a doctor has not signed you off as able to participate in the camp and its activities.
- d) Where you have run our of or do not have access to a prescribed medication during the camp.

In any of the above events your camp will be terminated with immediate effect. No refund or compensation will be due by us and all contractual obligations and responsibilities by us to you will cease.

6. Consent To Medical Treatment.

You (the attendee or parent/guardian/responsible adult for attendees under the age of 18) hereby consent to emergency medical treatment being provided to the attendee if the situation arises and authorise us to sign any authorisation or consent to medical treatment that may be required by the health care provider. All reasonable steps will be taken to contact the parent/guardian/responsible adult or emergency contact provided in the event that medical attention is required by the attendee.

7. Disclaimer & Responsibility

Snowsports including but not limited to skiing and snowboarding, are in their nature dangerous and carry inherent risks. While we endeavour to make your camp and lessons as safe as possible, all persons participate in full knowledge and acceptance of these risks. No claim pertaining to injuries or death sustained whilst participating in one of our or our suppliers activities will be entertained nor liability accepted by us or our suppliers. We hold no responsibility for damage to property or liability for personal injury during any of our lessons.

In the event of death or personal injury to yourself or any of your party travelling with us under your booking we do not accept liability if such death or personal injury is not through any fault of ours or our supplier. In particular we do not accept responsibility if the death or personal injury is caused through no fault of ours or our suppliers or is due to circumstances which we could not reasonably foresee or have avoided. You agree that if you have a claim against us which is the fault of another party that in the event of our dealing with your claim those rights that you have against the other party are transferred to us or our insurers. Various International Conventions govern compensation, which can be paid in other circumstances whilst on holidays or travelling and these Conventions apply to our Contract with you.

8. Vehicle, Personal Possessions and Luggage.

We will not be held responsible for any theft or loss of personal possessions from our premises / vehicles. Whilst we will endeavour to ensure the security of personal possessions of the party, we cannot guarantee it. Please be aware of this fact and leave expensive / personally valuable items at home.

9. Smoking & Vaping policy.

We operate a strict no smoking or vaping policy in all our vehicles and inside our accommodation facilities. If people wish to smoke or vape they must do so outside and well away of these areas.

10. Check In / Check Out Times.

On arrival your room will be available after 16.00 on departure day you must vacate your room by 10:00. If required storage facilities for luggage will be provided on departure day.

Arrival: . If, however, you arrive earlier you are welcome to leave your luggage with us whilst you pop into town for a coffee or beer. The same conditions apply to self-drive guests.

Departure: . If you would like to ski on your last day, and consequently are planning to book a later return flight, we can store your luggage in the chalet free of charge. We cannot guarantee a room being available to shower or change in.

11. Insurance.

Everyone booking on to our camp must be insured to an appropriate level and this must explicitly cover (but not limited to):

- Personal, medical , third party liability and rescue insurance.
- Snowboarding within a freestyle/terrain park.
- Off-piste snowboarding with a guide

Many British insurance policies are only valid in conjunction with an EHIC card, please make sure you have this.

If, on arrival in the resort, you are found to have insufficient cover you will be obliged to purchase a suitable insurance policy before being allowed to participate in the camp.

12. Complaints.

In the unlikely event you have a complaint you must inform us as soon as possible, preferably in writing and in resort. This gives us the best chance of helping find a solution and allowing you to continue enjoying the camp. We will confirm receipt of your complaint, confirm understanding and do everything reasonable to settle the matter to your satisfaction and our own. If you do not inform us of a complaint immediately then we may not be able to investigate and address it, in this case we reserve the right not to deal with the complaint.

13. Visa/Passports.

It is your responsibility to be in possession of a valid passport and/or any visa necessary. If you do not have a British or EC passport, please be sure to check visa requirements for the countries you will be visiting.

Remember, most flights are to Geneva in Switzerland which is not an EC member.

14. Website Information.

Both www.alpholics.co.uk and www.onyxsnowboarding.com website information is correct to the best of our knowledge at the time of going live. Information relating to the resort cannot be guaranteed since changes can occur at any time outside of our control.

15. Transfers.

Return ground transfers from Geneva International Airport (GVA) to the Morzine chalet are included providing the following conditions are met:

- To ensure our complimentary transfers are available, please book your flights as follows
 - **ARRIVAL** - Please book flight that arrive on the Sunday afternoon prior to 16:30 as the bus will leave Geneva at 17:30.
 - **DEPARTURE** - The bus will depart the chalet at 07:30 and arrive at GVA for 09:00 (traffic dependent). Please book flights that depart from 11:00 onward that day.
- Transfers required outside of these times cost +£20.00 per person
- There is no extra discount for self-drive.
- Complimentary transfers are not available under any other conditions and it is your responsibility that all your group members are aware of these conditions.
- We will always allow adequate time to get you safely and on time to the airport. However, there can be unforeseen exceptional circumstances that mean you miss your flight or train. Please note that for any costs incurred you will need to claim against your holiday insurance. We will provide any paperwork required to support your claim.

16. General Terms

Outdoor Shoes - It is important that, for your comfort, a pair of slippers or indoor shoes are included in your packing as outdoor shoes are strictly forbidden inside the chalet.

Lost and Stolen Property - Any client not properly securing the exits after leaving the chalet will be liable for any property stolen as a result of that negligence.

Alpholics will not be held responsible for any theft or loss of personal possessions from our premises / vehicles. Whilst Alpholics will endeavour to ensure the security of guests' personal possessions, Alpholics cannot guarantee it.

It is up to the group leader to ensure that each member of the party is responsible for the safety of all their own personal possessions, documents and equipment. No responsibility or liability is or will be accepted in respect of such items.

Special Requests - If you have a special request, please clearly note this on your booking form, or if later make it in writing, but we cannot guarantee any request that you ask us to provide unless we have confirmed it in writing. If you request us to pass on requests to other service providers (e.g. Ski schools or nanny services) we cannot guarantee such services will be provided even if we confirm that they have been passed on. Please note that all services are provided subject to the conditions of the relevant supplier, some of which may limit or exclude the supplier's liability to you.

17. Photo/Video Release.

We regularly film during the camp for video feedback purposes to help you improve your skills. Sometimes we like to showcase your skills and turn you into a rock star using these clips in video edit or stills online or otherwise. We promise not to only use the footage or photos in a good way and the following puts that in a more wordy fashion.

This section confirms the agreement between you and us regarding your participation during the camp in which you may be photographed or video taped (herein called the Property) from time to time.

For valuable consideration received, you hereby irrevocably grant to us perpetually, exclusively, and for all media throughout the world (including print, video, radio, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage taken of you as a result of your participation in our camp and associated activities.

You hereby agree that you will not bring or consent to others bringing claim or action against us on the grounds that anything contained in the Property, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversely on you, violates any other right whatsoever, including, without limitation, rights of privacy and publicity. You hereby release us against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that you may hereafter have against us in connection with the Property.

This agreement shall not obligate us to use the Property or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property. We shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person, firm or corporation.