

# Booking Terms & Conditions Summer Snowboard Camps, Les Deux Alpes

Here is the inevitable small print associated with your summer camp booking.

Paying the deposit and/or full balance for your place/s on the summer camp confirms that you have read, understood and agree to these term and conditions. Therefore it is important that you do actually read them carefully as they set out our respective rights and obligations and form the basis of your contract with Onyx Snowboard School.

We're here to help, so if you have any questions please get in touch and we look forward to welcoming you onto the slopes for a some standing sideways fun!

**Contact Details** Our main contact details during the summer camp are:

UK: +44 (0)20 3740 4088 France: +33 (0)4 85 80 00 14

Email: info@onyxsnowboarding.com

**Terminology** In this document of terms and conditions, the terms "Onyx", "we" and "us"

refer to Onyx Snowboard School/Onyx Snowboarding &/or our suppliers. The terms "you", "yourselves", "yourself" refers to all persons named on

your booking invoice, including anyone added at a later date.

Onyx Snowboard

School

Your booking is with Onyx Snowboard School/Onyx Snowboarding, operated on

a sole trader basis in the UK by Baden Knifton

**Confirmation** By paying the deposit you reserve your place on the camp with Onyx Snowboard

School. No booking is confirmed until full balance has been received by us and

by the due date specified in your booking form.

Deposit & Balance Payment

For 1 week packages - Full invoice balance is due at the time of booking.

**For 2 week packages** - The deposit amount specified in your booking form is required at the time of booking. This is non refundable in the instance of a cancellation by you. Final balance payment is due by the date specified in your booking form, normally 10 weeks prior to the start date of the camp.

#### **Cancellations**

The following conditions apply to cancellations:

**By Onyx Snowboard School** - In the unlikely event we have to cancel/change your summer 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 with us at similar cost

C - canceling your camp, in which case we will offer you a full refund.

**By you** - If you are obliged to cancel your camp for any reason, you must inform Onyx Snowboarding immediately in writing by email and over the phone. In all cases your deposit will be forfeited & you will become liable for administration charges on the following scale:

- More than 16 weeks prior to camp start date = deposit only
- Less than 16 weeks but more than 10 weeks prior to the camp start date = 65% of full camps costs
- Less than 10 weeks before scheduled camp start date = 100% of camp costs

Cancellation in writing via email MUST be sent to:

Email info@onyxsnowboarding.com

Secondary cancellation confirmation over the phone on the following numbers:

UK: +44 (0)20 3740 4088 France: +33 (0)4 85 80 00 14

No refund will be given by Onyx Snowboard School, in whole or in part, for unused elements of the camp due to client late arrival, illness, accident, resort closure due to weather conditions or mechanical failure, or for any other cause outside the control of Onyx Snowboarding.

#### **Transport**

Transport to and from the summer camp venue is not included and is your responsibility to arrange this. You'll find our travel help guide <a href="here">here</a>.

Information contained is correct to the best of our knowledge and intended as a guide only. It is your responsibility to check for the most up to date information and arrange transfers/flights to give you enough time in between connections in case of unforeseen events. Onyx Snowboarding will not be held responsible for any information that may have changed since the guides creation, nor compensate for camp elements in part or whole that are missed through transport problems on your side.

#### Accommodation

Accommodation on the Onyx Summer Camp when included is based at:

Chalet La Muzelle Rue des Ardoisières Les Deux Alpes 38860 Mont-de-Lans

France

See the chalet location on Google Maps here.

## Accommodation Check In & Out Times

Check in from 16:00 on first day of the camp Check out by 08:15 on the final day of the camp

#### **Accommodation Linen**

Bed linen (sheets and pillow cases) are included on the summer camp, these must be stripped and left for easy collection at the end of your stay. Towels are not included so remember to pack one.

#### **Lift Passes**

As of February 2019 Onyx Snowboarding do not include lift passes as part of the summer camp packages. You will be required to purchase a 6 day Les 2 Alpes lift pass separately, which starts on the Sunday of your camp and covers use of the lifts for snowboarding. We'll be happy to help advise further on arrival.

### The "Don't Be A Dick" Damage & Cleaning Deposit

A damage and cleaning deposit of £100.00 GBP per person will be taken as a credit/debit card hold (charge or travel cards not accepted) on arrival, please ensure you have a suitable card with sufficient capacity to complete this.

In the case that no wilful, reckless or negligent damage has occurred and final clean is complete, then this hold will be cancelled within 7 days of your departure.

The summer camp is awesome fun and we want you to all enjoy your time, we just ask that you "don't be a dick". Accidents happen, so just tell us ASAP if something does and we'll do all we can to help.

However if you or any member of your party wilfully, recklessly or negligently damages any aspect of the accommodation or Onyx property/vehicles, you will be charged for full repair/replacement as invoiced to us including any legal costs. In cases that this amount exceeds your £100.00 GBP deposit you will be liable for the remaining balance and by booking your place agree to these terms. In such case we also reserve the right to terminate your camp in line with the terms outlined below in the 'Termination & Compensation' section.

# Accommodation Final Clean

Final cleaning of the chalet is not included and is your collective responsibility to ensure that this is completed prior to departure. Any costs incurred to Onyx Snowboarding for failure on your part to complete this will be passed on to all members of the group occupying the accommodation during that period of time and taken from the "Don't be a dick" deposits.

### **Right Of Refusal**

We expressly reserve the right to prevent you from participating in any aspect of the summer camp if in the reasonable opinion of our staff you are unsuited to participate, do not have the required ability and/or fitness level, or if you appear to be under the influence of drugs or alcohol.

In such an event, no refund or other compensation will be due. Please particular attention to the following two sections on 'Termination & Compensation' and 'Medical Conditions & Previous Injuries'

# Termination & Compensation

Whilst on the summer camp, you & your party are expected to behave in an orderly & acceptable manner. We reserve the right at our reasonable discretion, to terminate the summer camp for people who indulge in serious misconduct... being drunk is not an excuse!

If we do so we will have no further responsibility or liability to you & contractual obligations will be terminated. If you or any member of your party wilfully, recklessly or negligently damages any accommodation, property, vehicle or person, or cause delay to or diversion of any means of transport, you agree to compensate us for any loss we may suffer including legal costs.

#### Responsibility

Snowsports, including but not limited to skiing and snowboarding, are in their nature dangerous activities and carry inherent risks. While we endeavour to make you lesson as safe as possible, you participate in full knowledge and acceptance of these risks. Onyx Snowboarding and our staff hold no liability for damage to property or liability for personal injury during the summer camp.

In the event of death or personal injury to yourself or any of your party under your booking, Onyx Snowboard School 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 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.

# Medical Conditions & Previous Injuries

It is essential that you inform Onyx Snowboarding **BEFORE** booking the summer camp of any pre existing medical conditions or injuries that may effect your ability to participate fully in the camp both on and off snow. If your medical condition changes between booking & starting the lesson, 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, dizzyness & fainting, chest pains &/or shortness of breath during physical activity, bone & joint problems & any respiratory problems. We also need to know any medication you are currently taking, any major operations you have undergone & injuries you may be carrying. 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 summer camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation in the summer camp that is a result of a pre-existing medical condition/injury/illness that you did not make us aware of.

#### Consent To Medical Treatment

You (the attendee or parent/guardians of attendees under the age of 18) hereby consent to emergency medical treatment being provided to the attendee, and authorise Onyx Snowboarding 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 or emergency contact in the event that medical attention is required by the attendee.

#### Insurance

Onyx Snowboarding does not insure its clients. By participating in the summer camp you are obliged to arrange an appropriate policy which includes personal, medical and rescue insurance along with third party liability through a licensed agent... you'll also need to apply for your EHIC card where appropriate.

Due to the nature of the summer camp this policy must categorically cover you for snowboarding within a freestyle/terrain park. Also check that it covers you for the following (including but not limited to) afternoon activities - trampolining, luge, white water rafting, downhill mountain biking, golf, archery. It is our assumption you will have this in place when attending the summer camp.

### Vehicles, Personal Possessions & Luggage

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

#### Visas

Onyx Snowboard School do not arrange visas on behalf of clients. It is your responsibility to check whether your nationality and country of passport issuance requires a visa to visit the country in which the camp is held or to pass through the countries during you travel to the camp. We will not be held responsible if your admission to any country, either on route or final destination, is delayed or denied because of visa issues.

### Force Majeure

Force Majeure means unusual & unforeseeable circumstances beyond our control or the control of our suppliers, resulting in events that could not have been avoided even if all reasonable care had been taken. Such circumstances include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, ports & roads, terrorist activity, natural or nuclear disaster, fire & adverse weather conditions (including heavy/insufficient snow falls or non-freezing conditions).

#### **Complaints**

In the unlikely event you may have a complaint, you must inform us as soon as possible, preferably in writing & in resort. We will confirm receipt of your complaint, clarify it to confirm understanding, & do everything reasonable to settle the matter to your satisfaction and our own. If you do not inform us of your complaint immediately the problem occurs we may not be able to investigate & address it, in this case we reserve the right not to deal with the complaint.

### Photo & Video Generation

We regularly film and take photos during the summer camp, both on and off snow. The majority of this is for video feedback purposes and to help you improve your riding, we also like to showcase your skills and turn you into a rock star using these clips in video edits and stills online or otherwise.

We promise to only use these pics and video clips for the powers of good by Onyx and will never sell this media to other parties. By participating in the camp you agree to us filming and taking your photo, however we always respect our client's privacy and choices so you're welcome to opt out of this if you wish. The following section puts that in a more wordy and legal fashion...

#### Photo/Video Release

This section confirms the agreement between you and Onyx Snowboarding and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents regarding your participation in Onyx Snowboarding activities 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 Onyx Snowboarding and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents 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 Onyx Snowboarding activities.

You hereby agree that you will not bring or consent to others bringing claim or action against Onyx Snowboarding and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents 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 Onyx Snowboarding and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that you may hereafter have against Onyx Snowboarding in connection with the Property.

This agreement shall not obligate Onyx Snowboarding and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents to use the Property or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property. Onyx Snowboarding and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person, firm or corporation.