



Booking Terms & Conditions Banger Park X 'Tux Weekend Freestyle Camp

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

As we can only accept your booking and make a legally enforceable contract without further reference to you, you must read these terms and conditions to make sure they contain all the you want and nothing that you are unhappy with. If you are unsure about anything, please phone us on +44 (0)20 3740 4088 and select option #2.

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.

1. Application & Definitions

- I. We are Baden Knifton trading as Onyx Snowboarding of 15 Manor Rd, Donington Le-Heath, Leicester, LE67 2FU, UK, with email address info@onyxsnowboarding.com ; telephone number +44 (0)20 3740 4088; (the **Supplier, or us, or we, or Onyx**).
- II. These terms and conditions will apply to the booking of **Banger Park X 'Tux Freestyle Camps** by you (the **Customer, or you, or your**). Meaning the person or persons visiting one of our websites or booking or agreeing to book The Summer Camps from Onyx Snowboarding, or any person added to your booking at a later date. Whether executed online, by email, fax, telephone, in person or by post.
- III. These are the terms on which we sell the Banger Park X 'Tux Freestyle Camps to you. By using our websites or booking any of the Banger Park X 'Tux Freestyle Camps, you agree to be bound by these terms and conditions.
 - a) Before placing a booking via email you will be asked to state in writing 'I have read, understood and agree to Banger Park X 'Tux Freestyle Camps terms and conditions'. If you do not provide this statement you will not be able to complete your purchase/booking.
 - b) Before placing a booking via telephone you will be asked to state verbally 'I have read, understood and agree to Banger Park X 'Tux Freestyle Camps terms and conditions'. If you do not provide this statement you will not be able to complete your purchase/booking.

2. Payment & Confirmation

- I. Full balance is due at the time of booking for all bookings on the Banger Park X 'Tux Freestyle Camps.
- II. The invoice total stated includes a £50.00 non-refundable deposit, covering costs associated with your booking that cannot be recovered by Onyx Snowboarding. As such this deposit is non-refundable under all cases of cancellation by you or us as outlined in sections 3, 4, 5 and elsewhere in this document.
- III. Bookings are only valid once full balance has been received by us.

**3.
Cancellations
By You**

- I. If you are obliged to cancel your booking on our Banger Park X 'Tux Freestyle Camps for any reason, you must inform Onyx Snowboarding immediately in writing by email on info@onyxsnowboarding.com. Until you receive confirmation of your cancellation your booking will stand.
- II. In all cases you will become liable for administration charges on the following scale:
 - a) 6 weeks (42 days) or more prior to the camp start date = 50% of invoice total
 - b) Less than 42 days prior the camp start date = 100% of invoice total
- III. In the case of cancellation by you any payments made cannot be carried forward as credit (or other forms) or applied to any other Onyx Snowboarding product, camp or lesson, nor is a change of participant name permitted.
- IV. No refund will be given, in whole or in part, for unused Banger Park X 'Tux Freestyle Camps elements due to client late arrival, early departure illness, accident, resort closure due to weather conditions, mechanical failure or events deemed Force Majeure, or for any other cause outside the control of Onyx Snowboarding.

**4.
Alterations To A
Bookings By
Onyx**

- I. It is highly unlikely Onyx Snowboarding will have to make alterations to the Banger Park X 'Tux Freestyle Camps. However, as camps are organised many months in advance of delivery, Onyx Snowboarding reserve the right to make changes to the Banger Park X 'Tux Freestyle Camps and website details both before and after you make a booking.
- II. If a significant change is made to the Banger Park X 'Tux Freestyle Camps, it will be as a result of circumstances outside of our control. In that event we will advise you as soon as is reasonably possible
- III. Should you choose to cancel your booking on the Banger Park X 'Tux Freestyle Camps after this point, the cancellation administration charges outlined in section 3 of this document will apply.
- IV. Alterations to provision can also take place during the delivery of the Banger Park X 'Tux Freestyle Camps itself. In the example of the mountain being shut on a particular day due to adverse weather, circumstances beyond our control or force majeure, we will endeavour to provide you with an alternative programme of coaching or development as best we can that day. By booking you acknowledge that this alteration to the coaching provision can take place and agree to it as part of these terms and conditions.

**5.
Cancellation Of
A Booking by
Onyx**

- I. All Banger Park X 'Tux Freestyle Camps operate subject to minimum clients numbers and as such Onyx Snowboarding may sometimes be forced to cancel the Banger Park X 'Tux Freestyle Camps due to under attendance.
- II. Onyx Snowboarding will not cancel the Banger Park X 'Tux Freestyle Camps less than 4 weeks prior to the scheduled start date, unless forced to do so as a result of 'Force Majeure'.
- III. In the event of a cancellation we will inform you as soon as is feasibly possible and, except where where cancellation is due to your default in payment, we will then offer you the following options:
 - a) Purchasing an alternative camp or lesson product (and paying or receiving a refund in respect of any price difference, minus the £50.00 non-refundable deposit).
 - b) Receiving a refund of all monies paid minus the £50.00 non-refundable deposit.
- IV. If Onyx Snowboarding cancel your trip we will not be liable for any expenses you have incurred as a result of your booking or in expectation of the Banger Park X 'Tux Freestyle Camps taking place, such as costs relating to air fare or other travel arrangements, accommodation, visas, insurance policies and any other expense.

**6.
Ability
Requirements &
Right of Refusal**

- I. The Banger Park X 'Tux Freestyle Camps carry minimum technical snowboarding ability and fitness requirements, by booking you confirm that you are:
 - a) Able to make flowing, linked turns with speed on red grade terrain and happy straight airing a green sized kicker with grabs.
 - b) Able to safely use chair lift and surface drag lifts (eg t-bar or poma varieties).
 - c) In good physical health and able to complete a 5km jog with no major issues.
- II. We expressly reserve the right to prevent you from participating in any aspect of the Banger Park X 'Tux Freestyle Camps if in the reasonable opinion of our staff you are unsuited to participate for any reason, do not have the required ability and/or fitness level, are medically unsuitable to do so, or if you appear to be under the influence of drugs or alcohol.
- III. In such an event Onyx Snowboarding will have no further responsibility or liability to you, no refund or other compensation will be due and contractual obligations will be terminated immediately.

**7.
Behaviour**

- I. Whilst on the Banger Park X 'Tux Freestyle Camps, you & your party are expected to behave in an orderly & acceptable manner. We reserve the right at our reasonable discretion, to terminate the Banger Park X 'Tux Freestyle Camps for people who indulge in serious misconduct... being drunk is not an excuse!
- II. 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/the third party for any loss we/ they may suffer including legal costs.
- III. In such an event Onyx Snowboarding will have no further responsibility or liability to you, no refund or other compensation will be due, no further transport will be available and contractual obligations will be terminated immediately.

**8.
Pre Existing
Medical
Conditions**

- I. You must inform Onyx Snowboarding **BEFORE** booking the Banger Park X 'Tux Freestyle Camps of any pre existing medical conditions, current/previous injuries and any major operations that you have undergone that may effect your ability to participate fully in the camp both on and off snow. Examples include (but are not limited to): high/low blood pressure, heart disease, stroke, diabetes, asthma, ligament problems/surgery, pregnancy, cancer, dizziness & fainting, chest pains &/or shortness of breath during physical activity, bone & joint problems & any respiratory problems.
- II. You must inform Onyx Snowboarding of all medication you are currently taking, any implications these may have on participation and how you intend to securely store medication during the Banger Park X 'Tux Freestyle Camps.
- III. If your medical condition changes between booking & starting the Banger Park X 'Tux Freestyle Camps, it is your responsibility to inform Onyx Snowboarding immediately.
- IV. Accommodation on the Banger Park X 'Tux Freestyle Camps takes place in a shared chalet with communal spaces and washing facilities. You must take this into consideration when assessing your medical suitability to attend relating to pre-existing conditions and any potential communicable diseases or similar.
- V. Any information you divulge will be kept strictly confidential and allows us to tailor lesson content where appropriate to keep you safe & having fun.
- VI. In some cases a doctors note stating your ability to take part in the activities outlined in the Banger Park X 'Tux Freestyle Camps may be required.
- VII. We expressly reserve the right to refuse or terminate your booking based on medical grounds. In such an event Onyx Snowboarding will have no further responsibility or liability to you, no refund or other compensation will be due and contractual obligations will be terminated immediately.
- VIII. Onyx Snowboarding are not liable for any death, personal injury or illness that occurs from your participation in the Banger Park X 'Tux Freestyle Camps that is a result of a pre-existing medical condition/injury/illness/medication that you did not make us aware of.

**9.
Consent To
Emergency
Medical
Treatment**

- I. By booking a place on the Banger Park X 'Tux Freestyle Camps you hereby consent to emergency medical treatment being provided to you where required.
- II. In the event you are unable by virtue of physical or mental incapacity to give informed consent to medical professionals, all reasonable steps will be taken to first reach the 'emergency contact' provided to Onyx Snowboarding. If this is unsuccessful and only where a 'preservation of life' situation exists, you authorise Onyx Snowboarding to sign any authorisation or consent to medical treatment that may be required by the health care provider on your behalf.
- III. Onyx Snowboarding are not liable for any death, personal injury or illness that occurs as a result of this consent.

10. Transport

- I. Specific transport arrangements are included on our Banger Park X 'Tux Freestyle Camps as part of the lesson provision, this is not a separate service and discount or refund is possible for those choosing to self drive.
- II. To take advantage of our transport to the lesson locations you'll need to arrange flights in and out of Munich (MUC) international airport as follows:
 - a) **ARRIVAL** - The bus departs MUC at 14:15, please book flights that mean you will have landed and cleared secure by 14:00 at the latest.
 - b) **DEPARTURE** - The bus will aim to arrive at MUC by 17:00, please book flights that take off from 19:00 onwards only.
- III. If your flight is delayed beyond this time then you will have to source your own travel arrangements and at your own cost.
- IV. All other transport will take place between Hostel Marmota (please see below) and either Banger Park or Hintertux only, no other pickup or drop off locations will be available.
- V. Onyx Snowboarding will leave reasonable time to reach each location and the airport on the final day. We cannot be held responsible for any delays and subsequent loss of flights or other onward transport options that we could not have foreseen or were beyond our control.
- VI. Under current covid-19 distancing guidelines, you will be required to wear a face covering at all times while in the Onyx provided transport.

11. Vehicles, Personal Possessions & Luggage

- I. Onyx Snowboarding will not be held responsible for any theft or loss of personal belongings from our rented or actual premises or vehicles, or any other location or situation during the Summer Camps.
- II. 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.

12. Accommodation

- I. Accommodation during the Onyx Banger Park X 'Tux Freestyle Camps is **NOT** included and it is your responsibility to arrange suitable arrangements.
- II. We will be using the following hostel as our main base and the location for pickup and drop off on lesson days:
Marmota Hostel
Tummelplatzweg 2
6020 Innsbruck
Austria
[Website here](#)
- III. You are welcome to stay wherever suits your personal circumstances and budget, however we advise that with the ever changing circumstances of the current pandemic you choose a provider that offers a favourable cancellation policy.

**13.
Responsibility**

- I. Snowsports and other activities on the Banger Park X 'Tux Freestyle Camps are in their nature dangerous activities and carry inherent risks. While Onyx Snowboarding endeavour to make your Banger Park X 'Tux Freestyle Camps 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 Banger Park X 'Tux Freestyle Camps.
- II. In the event of death or personal injury to yourself or any of your party under your booking, Onyx Snowboarding do not accept liability if such death or personal injury is not through any fault of ours or our suppliers. 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.

**14.
Insurance**

- I. Onyx Snowboarding does not insure its clients. By participating in the Banger Park X 'Tux Freestyle Camps you are obliged and agree to arrange an appropriate policy which includes personal, medical and rescue insurance (specifically from a glacial environment within the ski area boundary) along with third party liability through a licensed agent You'll also need to apply for your EHIC card where appropriate.
- II. Your insurance policy should also cover you for curtailment and cancellation of the Banger Park X 'Tux Freestyle Camps under various circumstance including covid-19 related events, in addition to repatriation insurance and other personal circumstances or requirements as needed.
- III. Due to the nature and lesson content of the Banger Park X 'Tux Freestyle Camps 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) activities - trampolining, freestyle snowboard training with an airbag and bouldering. It is our assumption you will have this in place when attending the Banger Park X 'Tux Freestyle Camps.

**15.
Lift Passes**

- I. Lift passes for both Banger Park and Hintertux are obligatory for the Banger Park X 'Tux Freestyle Camps and are NOT included in the price.
- II. For Banger Park sessions these can be purchased on the day directly at their office on site with cash or card.
- III. For Hintertux you will have time to purchase a suitable lift pass option on the first morning we arrive at the glacier.

**16.
Passports &
Visas**

- I. 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.
- II. 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.

**17.
Force Majeure**

- I. Liability cannot be accepted where delays, changes or cancellations or the non-performance or improper performance of our obligations in whole or in part, are caused or adversely affected by events amounting to Force Majeure (i.e. any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid.
- II. This include events such as war or threat of war, riots or civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire, adverse weather (including heavy/insufficient snow falls or non-freezing conditions), high winds, traffic conditions, closure or congestion of airports/ports/roads, mechanical failure, unavoidable technical problems with transport, disruption due to disease, plague, pandemic, epidemic, coronavirus and/or covid-19 including all and any currently known and yet to be discovered variants and/or mutations of, measures taken by a government authority such as national lockdown/closure of borders, closure of public spaces or other circumstances amounting to Force Majeure.

**18.
Pricing**

- I. Onyx Snowboarding are a British based company charging in £GBP for the Banger Park X 'Tux Freestyle Camps, which are delivered in Germany and Austria and paid for in €EUR.
- II. As such, while we'll do everything commercially possible to avoid it, we reserve the right to impose surcharges to the price of the Banger Park X 'Tux Freestyle Camps in order to reflect any unforeseen and excessive fluctuations in currency and/or as a result of changes in legislation which significantly increases the cost of providing the Banger Park X 'Tux Freestyle Camps
- III. Onyx Snowboarding will absorb increased costs of up to 2% of the cost of the Banger Park X 'Tux Freestyle Camps booking.
- IV. In the case that such increased costs exceed 2% of the booking costs, then you agree to pay the additional costs incurred.
- V. If such surcharge exceeds 10% of the cost of the booking total, then you will have the right to cancel the booking and receive a full refund of any payments made to date minus the non-refundable deposit.
- VI. Onyx Snowboarding shall not be liable to pay any refunds in the event the the current exchange rate improves between the date of the booking and the start date of the course.
- VII. Onyx Snowboarding reserves the right to increase or decrease prices at any time prior to a booking being made.

**19.
Advice**

- I. Onyx Snowboarding offer advice on matters such as health, visas, currency, climate, clothing, equipment and other matters in good faith and cannot be held responsible for such advice and information.
- II. You accept responsibility for all these matters in particular regarding visas and advice on all health matters.

**20.
Photo & Video
Generation**

- I. We regularly film and take photos during the Banger Park X 'Tux Freestyle Camps, 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 in printed form for edits, galleries, marketing and other uses.
- II. 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.

**21.
Photo/Video
Release**

- I. 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.
- II. 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.
- III. 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.
- IV. 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.

**22.
Complaints**

- I. 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.
- II. 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.