

## Portes Du Soleil - Group & Private Lesson - Online Booking T's & C's

### 1) Onyx Mountain Sports Ltd & References

- I. Onyx Mountain Sports Ltd (trading as Onyx Snowboarding) is a private company incorporated and registered in England and Wales with company number 11709714, referred to hereafter as “we”, “us”. “our”, “Onyx”.
- II. References to “you” and “your” include the first named person on the booking confirmation or invoice, and all persons on whose behalf a booking is being made.
- III. Onyx is a booking agent for a series of freelance instructors and coaches that supply the snowboard instruction, coaching or other services covered by your booking.
- IV. We can be contacted by phone on:

UK: +44 (0)20 3740 4088

FR: +33 (0)4 85 80 00 14

Or by email on:

Email: [info@onyxsnowboarding.com](mailto:info@onyxsnowboarding.com)

### 2) General T's & C's

- I. All online bookings for private snowboard lessons with Onyx, via the Simply Book Me (SBM) platform, are subject to these terms and conditions and supersede any SBM terms and conditions or offers.
- II. By making a booking with Onyx via SBM, you explicitly agree to these terms and conditions.
- III. By making a booking with us via SBM, you agree to the terms and conditions of use set out by SBM available [here](#).
- IV. Bookings made using deferral, credit or gift vouchers are subject to these terms and conditions. These are not eligible for a cash refund and a new voucher will be issued for the appropriate amount.
- V. The contract and terms and conditions are governed by, construed and interpreted in accordance with the laws of England and Wales and all parties hereby consent to the exclusive jurisdiction of the UK courts
- VI. Prices are subject to change.

### 3) Lesson Locations & Start Time

- I. Online bookings for Onyx private lessons are available in **Morzine and Avoriaz only**. Please check the location in your booking is correct as Onyx will not be responsible or any refund or credit (in part or whole) for any unused lesson time due to incorrect selection of resort/start location by you.
- II. Meeting points for each location are:  
**Morzine** - Top of the Pleney bubble, on the snow underneath the jumbo TV in front of the main restaurant.  
**Avoriaz** - Top of Les Prodains Express, on the snow outside the arrival building.
- III. Your lesson start time, duration, dates and start location can all be found on your booking form.

### 4) Lift Pass

- I. Lift passes are not included in the price of your lesson and it is your responsibility to provide a valid pass for the duration of your lesson/s allowing access to the areas intended to be used during the lesson.
- II. Onyx Snowboarding will not be held responsible for any additional fees incurred or reimbursement of any lesson time for incorrect passes purchased by you.

## 5) Lesson Confirmation

- I. Your place on any Onyx lesson is only confirmed once you have paid the balance total in full via the SBM platform and a confirmation email has been received.
- II. There may be circumstances in which we need to contact you during your holiday. It is your responsibility to ensure that we have your current and up to date contact details, by a means where you will receive and notice our messages and attempts to contact you instantly.

## 6) Cancellations

### By You:

- I. No refunds will be given for any Onyx activity cancelled by you. Depending on the amount of notice given you will be provided with the following amounts of credit that can be used towards an alternative activity with Onyx. When cancellation is given... :
  - a) 28 days (672 hours) or more prior to the start time of your activity, a 100% credit towards an alternative activity will be offered.
  - b) Less than 28 days (672 hours), but more than 21 days (504 hours) prior to the start time of your activity, a 50% credit towards an alternative activity will be offered.
  - c) Less than 21 day (504 hours) prior to the start time of your activity, 0% credit will be offered.
- II. Cancellation in writing by email MUST be sent to [info@onyxsnowboarding.com](mailto:info@onyxsnowboarding.com) and only valid once acknowledgment of receipt has been provided by Onyx Snowboarding.
- III. When credit is issued for the reasons in I then this credit is valid for 1 calendar year from the date of issue and is non-transferable or refundable by any means. You will need to pay the difference if the price of your new activity/ activities is higher. No refunds will be given for partial use of this credit note.
- IV. No refund will be given by Onyx, in whole or in part, for unused lessons due to client late arrival, illness, accident, resort closure due to weather conditions or mechanical failure, you being unable to use the resort lift network under national health requirements (including but not limited to requirements for a face mask or pass sanitaire) or for any other cause outside of our control. We advise you take appropriate travel insurance to cover these and other eventualities.

### By You - Covid-19:

- V. If the lessons you have booked are able to run, but you are unable to travel, then we are not obliged under law to reimburse you differently to the terms laid out above. However, as a gesture of goodwill we can offer the following if you choose to cancel your booking up to 48hrs prior to the start of the first lesson booked, where cancellation is due to a Covid-19 restriction (as outlined and defined in section 7) of these terms and conditions) that is in effects on or during the dates of your lessons booked with us :
  - a) A credit note to the value of your booking payments and subject to the same terms as those stated in 6) III; or
  - b) A refund of all monies paid by you by that date, save for a administration fee equal to 30% of the total price; or
  - c) A cancellation invoice for you to claim off your travel insurance

### By Us:

- VI. Onyx reserves the right to cancel or modify its lessons for a variety of reasons. In the unlikely event that we have to cancel/amend the details of your lesson you will be offered the following options:
  - a) Accepting the changes; or
  - b) Accepting an alternative lesson product with us for equal value. In the case of the new lesson product being of higher value then the difference must be paid by you. In the case of the new lesson product being of lower value then, in this specific instance, the difference in cost will be held as credit on your account for 1 calendar year from the date of cancellation.
  - c) Canceling your lesson, in which case we will offer you a full refund.
- VII. An exception exists where cancellation by us is due to a Covid-19 restriction (as outlined and defined in section 7) of these terms and conditions), under which the terms of V will be applicable.
- VIII. In respect of cancellation(how so ever incurred), Onyx shall not be liable for any costs and/or charges you may have incurred (which includes, but not limited to, visas, vaccinations, insurance, lift pass, accommodation and/or travel costs).

**7) Covid-19 Restrictions**

- I. The following are considered a Covid-19 restriction in respect to cancellations within these terms and conditions:
  - a) The French Government introduces a local (area of lesson delivery) or national (Metropolitan France) lockdown that is in effect during the dates of your lessons booked with Onyx.
  - b) Covid-19 related restrictions in Metropolitan France cause the complete closure of the ski area that your lessons were due to take place in.

**8) Operational Interruptions**

- I. If the resort is open (or partly open) the services will be delivered as planned to the extent available. Our instructors will use the open areas available to them to deliver the services in a manner that ensures your safety.
- II. Interruptions in resort operations and how resorts choose to administer their businesses are completely outside of our control. Where decisions made by resorts impact usual delivery of our services, you will not be entitled to any reimbursement, compensation or discount. Such situation may include but are not limited to the following: Technical malfunction, strike, adverse weather conditions, excess or insufficient snow cover power failure, disease outbreak, epidemic, pandemic, resort closure and/or volume restrictions on visitor numbers Upon request, we will provide a letter to your insurer to assist you with your insurance claim. We will not be liable to you for any such event, however arising.

**9) Force Majeure**

- I. In no event shall the provider of the services be held responsible or liable for any failure or delay in the performance of its obligations where it was legally and/or physically impossible for the lessons to be performed such as an event covered by the term 'Act of God' (eg severe weather, fire, storm, flood, volcano eruption, earthquake) or events such as (including but not limited to) war, riot, invasion, terrorist threat, epidemic, pandemic, disease control measures implemented by the ski resort, government intervention (including deleted legislation and executive orders, refusal of licence to operate for political reasons travel restrictions), impossibility of the use of railway, shipping, aircraft, motor transport or other means of public or private transport or delays in relation to such transport; or impossibility of the use of public or private telecommunication network, strike, criminal and/or tortious conduct on your part or any other event beyond the control of the supplier (a "Force Majeure Event"). In such an event:
  - a) Onyx shall notify the other party as soon as is practicable following commencement of a Force Majeure Event.
  - b) It is understood that we will use reasonable efforts which are consistent with accepted practices within the snowsports industry to resume performance as soon as and if practicable in the circumstances at the time.
  - b) Onyx will refund 50% of the balance of the booking if a cancellation is caused by a Force Majeure Event.
- II. If you are unable to attend a lessons due to events outside Onyx Snowboarding's control we will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these terms and conditions that is caused by events outside our reasonable control ('Force Majeure Event') Upon request, we will provide a letter to your insurer to assist you with your insurance claim. We will not be liable to you for any such event, however arising.

**10) Right Of Refusal**

- I. We expressly reserve the right to prevent you from participating in any aspect of your selected lesson/s if in the reasonable opinion of our staff you are unsuited to participate, do not have the required ability and/or fitness level, if you appear to be under the influence of drugs or alcohol, or if you behave in a manner in contradiction of the 'Client Code of Conduct' section of these term and conditions.
- II. In such an event, no refund or other compensation will be due. Please pay particular attention to the following two sections on 'Client Code Of Conduct' and 'Medical Conditions & Previous Injuries'

**11) Client Code Of Conduct**

- I. All persons who use our services must act in a safe and appropriate manner, both on and off the slopes. In short, don't be a dick! We reserve the right to remove and exclude anyone from lessons without warning (and without giving a reason at the time) to those who are not adhering to the relevant safety guidelines/or directions from our instructors, or who indulge in serious misconduct. This can be expected where you are in any way endangering yourself or others, where the experience of other participants is being adversely affected, or where physical or verbal abuse of any other person is evident or suspected, and whether or not you believe exclusion is acceptable or not. In such a circumstance will have no further responsibility or liability to you & contractual obligations will be terminated as per our right of refusal.
- II. If you or any member of your party wilfully, recklessly or negligently damages any equipment, 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

**12) Medical Conditions & Previous Injuries**

- I. **It is essential that you inform Onyx, BEFORE booking any lesson with us, of pre existing medical conditions or injuries that may effect your ability to participate fully in your chosen lesson.**
- II. 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, dizziness & 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.
- III. In some cases a doctors note stating your ability to take part in the activities outlined in the chosen lesson, course or camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation that is a result of a pre-existing medical condition/injury/illness that you did not make us aware of.

**13) Consent To Medical Treatment**

- I. 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 and/or our instructors to sign any authorisation or consent to medical treatment that may be required by the health care provider. All reasonable steps will be taken first to contact the parent, guardian or emergency contact in the event that medical attention is required by the attendee.

**14) Insurance plus inbounds & Off Piste / Back Country Responsibility.**

- I. Onyx does not insure its clients and you are obliged to insure yourself with an appropriate personal and third party policy to cover medical and rescue insurance (including freestyle park and off piste riding where applicable) with a licensed agent. It is our assumption you will have this when attending lessons and can ask for proof. We will not be liable to 'front' or cover any medical, rescue, 3rd party costs or any other costs that may arise through our professional decision to action items listed in 'consent to medical treatment' through failure to be adequately insured on your part.
- II. Snowsports, including but not limited to skiing and snowboarding, are by and in their nature dangerous activities and carry inherent risks of injury or death. You undertake them at your own risk. Onyx or our providers will not be liable for death or injury, losses or accidents however they may occur during lessons, other than where the accident is caused by our or our provider's own negligence. Instructor will decide what they consider in their sole discretion appropriate terrain for the level of snowboarders in their lessons. This may involve freestyle/terrain parks with features or off piste which can pose additional hazards as below .
- III. **OFF PISTE** - Back country / off piste snowboarding carries increased or additional dangers both to the individual and their equipment (including but not limited to avalanche, rock fall, equipment damage, unmarked hazards eg: cliffs and slope debris, gas ex release, tree wells and wildlife attack) to those of found within the ski area boundary. You participate in full knowledge and acceptance of these risks in addition to other risks and must decline from going off piste where you feel appropriate or where your insurance policy does not explicitly cover this activity. During off piste / back country lessons it is vital that you be confident of the safety procedures and techniques required should one of these hazards become a reality, especially those of an avalanche rescue. Onyx or our providers will not be liable for death or injury, losses or accidents however they may occur during lessons, other than where the accident is caused by our or our provider's own negligence.
- IV. **PARK** - Freestyle snowboarding within a freestyle or terrain park environment carries increased or additional dangers both to the individual and their equipment (including but not limited to jumps, rails, boxes, half pipe, natural or man made features) to those found on pisted runs. You participate in full knowledge and acceptance of these risks in addition to other risks and must decline from going into the freestyle/terrain park or half pipe environment where you feel appropriate or where your insurance policy does not explicitly cover this activity. Onyx or our providers will not be liable for death or injury, losses or accidents however they may occur during lessons, other than where the accident is caused by our or our provider's own negligence.
- V. You must ensure that you, and everybody you book on behalf of, has insurance to cover these and all other eventualities, or you must decline from participating in those elements of the lesson. If you or those for whom you have booked participate without such insurance, it will be due to your own negligence.
- VI. If you or any of your party become uncomfortable with the activities proposed, you must tell the instructor immediate so they can take immediate action to keep you safe.

**15) Vehicles, Personal Possessions & Luggage**

- I. Onyx will not be held responsible for any theft or loss of personal belongings during lessons. 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... you didn't really want to ride in that diamond necklace anyway did you?

**16) 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 & 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.

**17) Photo/Video Release**

We regularly film during our sessions, mostly this is for video feedback purposes on the session/camp/lesson, to help you improve. Occasionally we like to showcase your skills and turn you into a rock star using these clips in video edits or as photos distributed online, printed or otherwise. We promise to only ever use these with good intentions and the following puts that into a more worded version. Please remember if booking for someone under 18 years of age you are consenting on their behalf regarding this photo/video release unless we are instructed by you otherwise.

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.