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## Onyx Snowboarding X Hideout Hostel Weekend Camps 2018, Terms & Conditions

Firstly a big thanks from everyone here at Onyx and Hideout Hostel for choosing to ride with us in the Portes Du Soleil.

Here is the inevitable small print associated with your booking. Paying the deposit and/or full balance confirms you have read, understood and agree to the terms and conditions set out below. Therefore it is important that you read them carefully as they set out your respective rights and obligations, and form the basis of your contract with Onyx Snowboarding and Hideout Hostel. If you have any questions, then please get in touch.

We look forward to welcoming you in Morzine!

### 1) Deposits and Payments

A non-refundable deposit of 50% of total booking price is required at the time of booking, no places on the camp will be reserved until this has been received.

Remaining final balance payment is due now later 10 weeks prior to departure. If final payment has not been received by this date, the booking will be treated as a cancellation and the deposit shall not be refunded. Should the booking be made within 10 weeks of the date of departure, the full amount is payable immediately.

No contract shall exist between Onyx Snowboarding/Hideout Hostel and yourself until the balance has been paid

### 2) Cancellation & Changes

#### By Onyx Snowboarding/Hideout Hostel

In the unlikely event of us having to cancel or significantly change your camp details then 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 of a similar value if available.
- C - cancelling your holiday, in which case we will offer you a full refund.

#### By You

If you are obliged to cancel your booking you must inform us in writing immediately on [info@onyxsnowboarding.com](mailto:info@onyxsnowboarding.com). In all cases your deposit will be forfeited and you will become liable for administrative charges on the following scale

- More than 10 weeks before departure date - deposit only.
- Less than 10 weeks before departure - 100% of camp costs.

### **3) Transfers – Weekend Camps 2018**

Return shared minibus transfers between GVA and Hideout Hostel are included in the price of your weekend camp through a 3<sup>rd</sup> party provider. This is the only route available as part of the camp booking.

Transfers are arranged around each client, so you must provide full details of your inbound and outbound flights no later than 4 weeks prior to the camp start date. Incorrect information that requires an additional transfer be booked at short notice will be charged at a minimum of €200.00 (euros).

Specific details for the transfer will be text/emailed to you directly from the company to the phone number and/or email address that you provide on booking.

On clear days the normal transfer time from Geneva to Morzine is 1hr15mins. Due to extreme mountain conditions during the season this is not always possible. Therefore occasionally we have to allow 4+ hours to transport you safely back which includes adequate time to check-in. The decision will reside with that allocated transfer company. 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.

### **4) Accommodation – Weekend Camps 2018**

3 nights (Thursday/Friday/Saturday) bed and breakfast accommodation with Hideout Hostel are included in your camp on the dates specified. This will be in shared twin, ensuite rooms and [Full details can be found here](#). The accommodation portion of your contract will lie with Hideout Hostel directly.

Rooms will be available from 16:00 on arrival day and you must vacate rooms by 10:00 on departure. If required storage facilities for luggage will be provided on departure day. Onyx Snowboard/Hideout Hostel does not accept any liability for loss or damage to left luggage.

Onyx Snowboard/Hideout Hostel will not be held responsible for any theft or loss of personal belongings from the Hideaway Hostel premises. Whilst all parties will endeavour to ensure the security of personal possessions, we cannot guarantee it. Please be aware of this fact and leave expensive/personally valuable items at home. In the event that a client leaves property in the hostel upon departure, the client will pay postage costs and no responsibility will be accepted if the returned items arrive in a damaged state.

Hideout Hostel does not provide self-catering facilities to guests. Due to licensing restrictions guests are not allowed to bring their own alcoholic beverages or food into the hostel. Only alcoholic beverages and food purchased in the hostel may be consumed on the premises. An evening meal option is available at an additional €20.00 per person per night, this can be booked and paid for directly with Hideout Hostel.

Hideout Hostel operates a strict no smoking policy inside the hostel. Smoking is permitted in designated outdoor areas where ashtrays are provided. If it is found that you have been smoking within the accommodation you will be liable for a cleaning charge of up to €500.00.

### **5) 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. Your transfers are from Geneva in Switzerland, which is not an EC member.

## **6) Disclaimer & Responsibility**

Adventure sports including but not limited to snowboarding, sledging, ice skating and trampolining, are in their nature dangerous and carry inherent risks. We will endeavor to make your camp and lessons as safe as possible but not all risks, dangers and hazards can be anticipated or avoided. All persons participate in full knowledge and acceptance of these risks. As individuals, you must calculate the dangers, judge for yourselves, and decide accordingly from the moment you step out of the chalet door.

No claim pertaining to injuries or death sustained whilst participating in one of our or our supplier's activities will be entertained, nor liability accepted by our suppliers or us. 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. We hold no responsibility for damage to property or liability for personal injury during any of our lessons.

## **7) Snowboard Ability, Fitness Level & Right Of Refusal.**

### **Prerequisite Snowboard Ability Level**

Onyx Snowboarding's weekend camps are designed for specific ability groups, the level for which will be clearly specified/advertised throughout the process and a level chart is available via the Onyx Snowboarding website. While opportunity will be given at the start of the camp to 'get your legs back' and warm up, booking a place on the camp confirms you are at or beyond the required ability and you will be expected to participate at this level.

### **Fitness Level**

It is expected that you generally be in good shape and possess a level of fitness which allows you to complete a full day of snowboarding without serious fatigue. 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 immediately. This is in addition to the section below regarding behaviour

## **8) Insurance.**

Everyone booking on to an Onyx Snowboarding camp must be adequately insured to an appropriate level and we recommend this includes but is not limited to

- Personal, medical and rescue insurance.
- Snowboarding within a freestyle/terrain park.
- Off-piste snowboarding with a guide.
- Emergency removal from the mountain environment (potential of sledge or helicopter).
- Third party liability.
- Snowboard equipment.
- Luggage and personal items.
- Flight delays or cancellation.

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.

## **9) Medical Conditions and Previous Injuries**

It is essential that you inform Onyx Snowboarding/Hideout Hostel **BEFORE** booking a camp with us of any pre existing or current medical conditions (both physical and psychological) and/or injuries, especially where these factors are likely to impact your ability to participate in the camp and associated activities. Examples include but are not limited to: high/low blood pressure, heart disease, stroke, diabetes, asthma, ligament/muscle problems/surgery, pregnancy, cancer, dizziness, allergies, bone/joint problems and any respiratory conditions/problems, depression, bipolar conditions, autism. We also need to be made aware of any medication you are currently taking, whether this needs to be/will be carried upon your person and the administration timetable.

Any information you divulge will be kept strictly confidential. Informing us of the above allows content to be tailored where appropriate to keep you safe and having fun, in some case we may require a doctors note stating your suitability to participate in the camp prior to us accepting your booking.

If your medical or psychological condition changes between booking and starting the camp/course, it is your responsibility to inform us IMMEDIATELY. Onyx Snowboarding/Hideout Hostel are not liable in any way for death, personal injury or illness that occurs from participation that is a result of or contributing factor relating to an pre-existing or newly developed medical condition, injury/illness that you failed to make us aware of.

## **10) Consent To Medical Treatment**

You (the attendee, parent/guardian for someone under 18 or lead booker on behalf of those named in the party details section of your booking) hereby consent to emergency medical treatment being administered and authorise Onyx Snowboarding/Hideout Hostel to sign any authorisation or consent to medical treatment that may be required by a health care provider in the case of accident or injury while on the slope or under our supervision.

## **11) Behaviour, Equipment & Damages**

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, and violent or discriminatory behaviour to other guests or Onyx Snowboarding/Hideout Hostel staff.

If you or a member of your party willfully, 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.

Any client who loses or damages any and all Onyx Snowboarding/Hideout Hostel equipment whilst in his/her care, will be charged by Onyx Snowboarding/Hideout Hostel for the appropriate replacement or repair cost of that equipment as determined Onyx Snowboarding/Hideout Hostel.

Hideout Hostel will record card details at check-in as a security deposit, in the event of a breach of this section the card for that guilty party will be charged. 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.

## **12) Complaints**

Complaints are rare and if you need to raise anything this should be made clear to Onyx Snowboarding/Hideout Hostel staff as soon as possible, preferably in resort so we have the opportunity to reasonably resolve any issues. Complaints raised after the camp should be made in writing to the Onyx Snowboarding office no later than 14 days after your camp end date.

## **13) Website Information**

Information on both Onyx Snowboarding and Hideout Hostel websites is correct to the best of Onyx Snowboarding/Hideout Hostel knowledge at the time of going live. Information relating to the resort cannot be guaranteed since changes can occur at any time outside the control of Onyx Snowboarding/Hideout Hostel.

## **14) Photo/Video Release**

We regularly film during our sessions, mostly this is for video feedback purposes on the session/camp, to help you improve. 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 this the footage or pics in a good way and the following puts that in a more wordy fashion.

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.