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Onyx Snowboarding X The Works Winter Camps 2018, Terms & Conditions

Firstly a big thanks from everyone here at Onyx and The Works for choosing to come riding 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 The Works. 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 25% of total booking price is required at the time of booking, no places on the camp will be reserved until this has been received. The final balance of payment is due 8 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 8 weeks of the date of departure, the full amount is payable immediately. No contract shall exist between The Works/Onyx Snowboarding and yourself until the balance has been paid

2) Cancellation & Changes

By The Works/Onyx Snowboarding

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@theworksmorzine.com and info@onyxsnowboarding.com. In all cases your deposit will be forfeited and you will become liable for administrative charges on the following scale

- Over 12 weeks before departure date - deposit only
- 8 - 12 weeks before departure - 50% of camp cost
- Under 8 weeks before departure - 100% of camp cost

3) Camp Transfers 2018

We operate a singular transfer on both the arrival and departure day, as such we advise you book flights to tie in with this service as follows:

Arrival

Bus will depart GVA at 18:30 CET on first Sunday of your camp, please book flights that arrive at GVA before 17:30.

Departure

Bus will depart the chalet at 08:30 CET on the final Sunday of your camp, please book flights departing GVA after 12:00.

All transfers are provided to and from Geneva International Airport (GVA) only.

Should you wish to arrive at a different time, then you're welcome to arrange your own transfer as you see fit. No refund in part or whole is due if you choose to make your own transfer arrangements.

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) 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.

5) 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 endeavour 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 suppliers activities will be entertained nor liability accepted by us or our suppliers. 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.

6) Snowboard Ability, Fitness Level & Right Of Refusal.

Snowboard Level

The minimum snowboard ability prerequisite of any person attending this specific winter camp is that you already are able to make consistent and flowing linked turns on blue grade pistes with confidence. While the 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.

Fitness Level

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. 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

7) 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.

8) Medical Conditions and Previous Injuries

It is essential that you inform The Works/Onyx Snowboarding 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. The Works/Onyx Snowboarding 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.

9) 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 this document) hereby consent to emergency medical treatment being administered and authorise The Works/Onyx Snowboarding 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.

10) 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 The Works/Onyx Snowboarding staff.

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.

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

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.

11) Complaints

Complaints are rare and if you need to raise anything this should be made clear to The Works/Onyx 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.

12) Website Information

Information on both Onyx Snowboarding and The Works websites is correct to the best of The Works/Onyx Snowboarding's 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 The Works/Onyx Snowboarding.

13) 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.