



The Snow Centre, Hemel Hempstead

General Information, Booking Terms & Conditions, Legal Waiver

This helpful info pack also doubles as our T's & C's and legal waiver. Paying the balance for your lesson/camp confirms that you have read, understood and agree to the details outlined in this document. This is either on the basis of yourself as an attendee or as the parent/guardian in the case of booking for a person under the age of 18.

If there is something you do not fully understand then please contact us in advance on the methods outlined at www.onyxsnowboarding.com under the contact section, and we will be happy to help.

The Venue	For directions to The Snow Centre, please see www.thesnowcentre.com
Venue Facilities	<p>Free car parking is available at The Snow Centre.</p> <p>Lockers are £1 (refundable), changing rooms and shower are located inside.</p> <p>The Snow Centre houses a fully licensed bar, The Edge, serving food and refreshments. A Snow & Rock store is also on site for any alpine related retail therapy.</p>
Check in	<p>All lessons meet in 'The Edge' bar located on the 2nd floor of The Snow Centre. You will see Onyx banners or the red Onyx uniform clearly as you enter the area and find your instructor/camp there.</p> <p>Onyx advise you arrive 30mins before your session start time. This will allow you to meet your instructor, pick up your slope pass, & obtain equipment if needed.</p>
Equipment	Rental of snowboard, boot & bindings are included lesson cost, by The Snow Centre. Participants on freestyle sessions MUST HAVE THEIR OWN EQUIPMENT . Engaging in freestyle activities on man made or natural features poses possible risk of damage to your equipment, you participate in full knowledge of this & at you own risk.

Helmets	Helmets approved for use in snowboarding are compulsory on all Onyx sessions & are available to rent free of charge from The Snow Centre if you do not own your own.
Clothing	<p>The Snow Centre is basically a giant fridge, so you're going to need some warm and waterproof clothing.</p> <p>Jacket and trousers can be hired at a cost of £5 online at www.thesnowcentre.com or at the check in desk.</p> <p>Gloves are compulsory and thick socks highly advisable, these are not available to rent so please bring your own or purchase (gloves £6.50 and socks £3.50) at the check in desk from The Snow Centre. A further selection is available from Snow & Rock.</p>
Recreational Standard & Prerequisite Ability	<p>For your own safety and that of other slope users, all lessons (unless specifically booked as a "first time" or "novice" session) require you to be of minimum recreational standard to attend. The Snow Centre states you must be able to:</p> <ul style="list-style-type: none"> = Control speed and direction. = Perform linked turns and stop when required. = Use the Poma button lift unassisted. <p>For freestyle camps we have the following prerequisite criteria for each level:</p> <ul style="list-style-type: none"> = Green - Minimum recreational standard, able to consistently turn with flow on the main run on the slope being used. = Blue - Minimum of consistently being able to 50/50 a 4m+ flat box and perform straight airs on a green size jump. = Red - Minimum 180 spin off a green or blue jump, boardslide on a 6m+ box, butters, flatland 360's <p>We reserve the right for safety reasons to terminate the lesson and no refund be given if you fail to meet this criteria after booking onto a lesson requiring this minimum level of ability.</p>
Signing In	On arrival you will be asked to sign a form to confirm that you meet the minimum recreational standard outlined above. For freestyle orientated sessions you also be required to sign 2 additional disclaimers, for The Snow Centre and Onyx Snowboarding covering aspects of associated risk to self and equipment, and that you acknowledge the inherent dangers associated with the sport.

Cancellations

By You:

No refunds will be given for any Onyx Snowboard School activity cancelled by you. Depending on the amount of notice given, you will be provided with the following amounts of credits that can be used towards an alternative activity with Onyx Snowboard School:

= When cancellation is received in writing by email 28 days (672 hours) or more prior to the start time of your activity, a 100% credit towards an alternative activity will be offered.

= When cancellation is received in writing by email 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.

= When cancellation is received in writing by email less than 21 day (504 hours), but more than 14 days (336 hours) prior to the start time of your activity a 25% credit towards an alternative activity will be offered.

= When cancellation is received in writing by email less than 14 days (336 hours) prior to the start time of your activity, 0% credit will be offered.

Cancellation in writing by email MUST be sent to info@onyxsnowboarding.com .

No refund will be given by Onyx Snowboard School, in whole or in part, for unused lessons 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 Snowboard School.

By Us:

Onyx Snowboard School reserves the right to cancel or modify its lessons for a variety of reasons. In the unlikely event that Onyx Snowboarding have to cancel/ amend the details of your lesson you will be offered the following options:

- 1) Accepting the changes
- 2) Accepting an alternative lesson/course/camp with us for equal value. In the case of the new lesson/course/camp being of higher value then the difference must be paid by you. In the case of the new lesson/course/camp being of lower value the difference in cost will be held as credit on your account.
- 3) Canceling your lesson, in which case we will offer you a full refund

Right Of Refusal

We expressly reserve the right to prevent you from participating in any aspect of your selected course and/or 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:

Termination & Compensation

Whilst on a Onyx Snowboarding camp &/or course, you & your party are expected to behave in an orderly & acceptable manner. We reserve the right at our reasonable discretion, to terminate the camp &/or course of the people who indulge in serious misconduct. 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.

Medical Conditions & Previous Injuries

It is essential that you inform Onyx Snowboarding BEFORE booking any course &/or camp with us of pre existing medical conditions or injuries that may effect your ability to participate fully in your chosen course &/or camp. If your medical condition changes between booking & starting the course &/or camp, 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.

In some cases a doctors note stating your ability to take part in the activities outlined in the chosen course &/or camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation in the course &/or 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.

Responsibility

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

You agree that if you have a claim against us which the fault of another party that in the event of our dealing with your claim those rights that you have against the party are transferred to us and our insurers.

Various international conventions govern compensation, which can be paid in other circumstances whilst on holidays or traveling and these conventions apply to our contract with you.

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 endeavor 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.

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).

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.

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.