



Onyx Winter Camps - Adventure Series: Japan 2019 Booking Terms & Conditions

Thanks for booking with Onyx Snowboard School.

As one of the worlds leading providers of professional snowboard lessons, camps and training, customer safety, enjoyment and satisfaction are at the heart of all we do. We take pride in the products we offer, always aiming to deliver a quality of service that exceeds your expectations. We hope that you enjoy your time with us and choose to return soon.

Here is the inevitable small print associated with you booking. Paying the deposit and/or full balance for your camp confirms that you have read, understood and agree to these term and conditions. Therefore it is important that you read them carefully as they set out our respective rights and obligations and form the basis of your contract with Onyx Snowboard School.

If you have any questions please get in touch and we look forward to welcoming you onto the slopes.

Contact Details

Our main contact details during your camp are:

UK: +44 (0)20 3740 4088

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

Email: info@onyxsnowboarding.com

Terminology

In this document the terms "**Onyx**", "**we**" and "**us**" refer to Onyx Snowboard School/Onyx Snowboarding and/or our suppliers.

The terms "**you**", "**your**", "**yourselves**", "**yourself**", "**participants**" "**attendee**" refers to all persons named on your booking invoice, including anyone added at a later date.

Onyx Snowboard School

Your booking is with Onyx Snowboard School/Onyx Snowboarding, operated on a sole trader basis in the UK by Baden Knifton.

Camp Confirmation, Non-Refundable Deposit & Final Balance Payments

All bookings will only be confirmed and valid upon receipt of the full balance amount by the due date specified in your booking invoice.

Paying your non-refundable deposit amount by the due date stated reserves the number of places on the specified camp outlined in your booking invoice with Onyx Snowboard School. Your deposit is non-refundable in all instances of a cancellation by you.

Your final remaining balance payment is due by the date specified in your booking invoice, failure to complete payment by this date will be classed as a cancellation by you and costs incurred as outlined in our cancellations section.

Cancellations

The following conditions apply to cancellations:

By Onyx Snowboard School - In the unlikely event we have to cancel/change your camp details 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/course with us at similar cost.

C - canceling your camp, in which case we will offer you a full refund on amounts paid.

By you - If you are obliged to cancel your camp for any reason, you must inform Onyx Snowboard School immediately by both:

Email: info@onyxsnowboarding.com and Phone: +44 20 3740 4088

In all cases you must receive verbal and email confirmation of your cancellation by an Onyx staff member.

In all cases your deposit will be forfeited & you will become liable for administration charges on the following scale:

- More than 12 weeks prior to camp start date = deposit only
- Less than 12 before scheduled camp start date = 100% of camp costs

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

Accommodation Details & Duration

Self catering accommodation is included on the camp from:

Friday 18th January - Monday 28th January 2019

Located at:

The Chalets at Country Resort

倶知安町樺山30-149,

樺山 虻田郡,

北海道 044-0078, Japan

All rooms are shared twins, inclusive of linen and towels.

Accommodation Damage & Recycling

All clients will be liable to pay in full for any damage outside normal wear and tear. This includes breakage to items such as plates, glasses or lamps.

An inspection will be conducted on check-out, however, any breakage or damage must be reported to staff as soon as possible.

The Japanese operate a VERY strict recycling policy enforceable with fines. By participating in the camp and staying in the chalet you agree to these policies and liability to pay any fines incurred.

No Smoking/Vaping Policy

Onyx and our 3rd party providers operate a strict no smoking/vaping policy inside all accommodation and vehicles used as part of the camp. Should any guest be found violating this policy an immediate 50'000JPY fine will be imposed.

Transport

Transport on this camp is included as follows:

Arrival

A shared bus transfer from New Chitose Airport to Hirafu Welcome Centre on Friday 18th Jan 2019. Available departure times are: 13:00, 14:00 or 15:30 only. We recommend booking a flight that arrives no later than 14:00.

During the camp

The Chalets provide a scheduled mini bus service between the accommodation and listed drop off/pick up points in the Grand Hirafu area.

Departure

A single shared transfer bus will depart Hirafu Welcome Centre at 08:30 only on Monday 28th Jan 2019 and arrive at New Chitose Airport for 11:00. We recommend booking a flight departing from 13:00 onwards.

Missed Transfers

Please book your flights to allow enough time between these and the pre-booked arrival/departure transfers in case of unforeseen circumstances (road closure/traffic/snow/weather etc).

Onyx Snowboard School will not be held responsible or compensate in part or whole for elements of the camp or travel arrangements that are missed on your part. In all eventualities of missed transfers and/or connecting travel you will be responsible for arranging alternative transport and all associated costs.

Visas

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 your travel to the camp. 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.

Right Of Refusal

We expressly reserve the right to prevent you from participating in any aspect of the camp if in the reasonable opinion of our staff you are unsuited to do so, do not have the required ability and/or fitness level, do not have the necessary safety equipment, 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 pay particular attention to the following three sections on 'Required Riding/Fitness Level & EQUIPMENT', 'Termination & Compensation' and 'Medical Conditions & Previous Injuries'

Required Riding/ Fitness Level & Equipment

This camp requires you to have a minimum snowboarding prerequisite skill level [matching that of L8 on our scale here](#).

For safety and full participation in camp activities on/off snow, we require you to be physically fit enough to snowboard for a full (6hr) day and be able to run 5km with ease.

Backcountry safety equipment is not included and you are required to have the following with you during the camp: shovel, probe (min 1.8m) and transceiver. Please bring your own or rent in resort. Snow shoes may be required on occasion and you will be informed if this will be the case, these are available for rent in resort.

Termination & Compensation

Whilst on the camp, you and your party are expected to behave in an orderly & acceptable manner. We reserve the right at our reasonable discretion, to terminate the camp for people who indulge in serious misconduct. If we do so we will have no further responsibility or liability to you and all 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 Snowboard School BEFORE booking a camp of any and all pre-existing medical conditions or injuries that may effect your ability to participate fully in the camp both on and off snow. If your medical condition changes between booking and attending the 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 camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation in the 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

Snowsports, including but not limited to skiing and snowboarding, are in their nature dangerous activities and carry inherent risks. While we endeavour to make you lesson as safe as possible, you participate in full knowledge and acceptance of these risks. Onyx Snowboard School holds no liability for damage to property or liability for personal injury during our lessons.

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

Insurance

Onyx Snowboard school does not insure its clients.

You are obliged to insure yourself through a licensed agent with an appropriate policy that includes personal, 3rd party, medical and rescue insurance in Japan. The camp includes freestyle (both in a man made park and on natural features/terrain) and off piste elements with a guide, your policy must explicitly cover you for these.

The camp can include additional activities including but not limited to night riding, luge, dog sledding, golf, volleyball and trampolining so please make sure you are also covered for these activities if you wish to take part.

We will check your insurance policy on arrival and anyone failing to hold the appropriate level of cover will be prohibited from participating in the camp.

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).

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 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.

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.

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.