

School

Onyx Summer Camps Les Deux Alpes - 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 lesson/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 of terms and conditions, the terms "Onyx", "we" and "us"

refer to Onyx Snowboard School/Onyx Snowboarding &/or our suppliers. The terms "you", "yourselves", "yourself" refers to all persons named on

the booking form, including anyone added at a later date.

Onyx Snowboard Your booking is with Onyx Snowboard School/Onyx Snowboarding, operated on

a sole trader basis in the UK by Baden Knifton

Lesson Confirmation By paying the deposit you reserve your place on the camp with Onyx Snowboard

School. No booking is confirmed until full balance has been received by us by

the due date specified in your booking form.

Deposit & BalanceThe deposit amount specified in your booking form is required within 3 days of the invoice date if paying by UK bank transfer or at the time of booking when

the invoice date if paying by UK bank transfer or at the time of booking when using a credit card. This is non refundable in the instance of a cancellation by you. Final balance payment is due by the date specified in your booking form,

normally 8 weeks prior to the start date of the camp.

Cancellations

The following conditions apply to cancellations:

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

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

By you - If you are obliged to cancel your camp for any reason, you must inform Onyx Snowboard School in writing immediately by both email and recorded delivery post. In all cases your deposit will be forfeited & you will become liable for administration charges on the following scale:

- More than 16 weeks prior to camp start date = deposit only
- \bullet Less than 16 weeks but more than 8 weeks prior to the camp start date = 65% of full camps costs
- Less than 8 before scheduled camp start date = 100% of camp costs

Cancellation in writing by email MUST be sent to

Email: info@onyxsnowboarding.com

Recorded delivery address:

15 Manor Rd.

Donington Le-Heath,

Leicester. LE67 2FU England

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.

Accommodation

Accommodation on the Onyx Summer Camp when included is based at:

Chalet le Soleil Levant Rue des Ardoisières Les Deux Alpes 38860 Mont-de-Lans

France

See the chalet location on Google Maps here..

Accommodation Check

In & Out

Check in from 17:00 on first day of the camp Check out before 09:00 on the final day of the camp

Accommodation Linen

Bed linen (sheets and pillow cases) are included on this camp, these must be stripped and left for easy collection at the end of your stay. Towels are not included so remember to pack one.

Accommodation Final Clean

Final cleaning of the property is not included and is your responsibility to ensure that this is completed prior to departure. Any costs incurred to Onyx Snowboarding for failure on your part to complete this will be passed onto all members of the group occupying the accommodation during that period of time, no exceptions.

Transport

Transport to and from the camp venue is not included and is your responsibility to arrange this. You will find a travel help guide here. Information contained is correct to the best of our knowledge and intended as a guide. It is your responsibility to check for the most up to date information and we cannot be held responsible for any information that may have changed since the guides creation. Please arrange transfers/flights to give you enough time in between connections in case of unforeseen events. Onyx Snowboard School will not be held responsible or compensate for camps in part or whole that are missed through transfer problems on your side.

Right Of Refusal

We expressly reserve the right to prevent you from participating in any aspect of the summer 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 on 'Termination & Compensation' and 'Medical Conditions & Previous Injuries'

Termination & Compensation

Whilst on the summer camp, you & your party are expected to behave in an orderly & acceptable manner. We reserve the right at our reasonable discretion, to terminate the summer camp for 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 Snowboard School BEFORE booking the summer camp of 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 & 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, dizzyness & 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 summer camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation in the summer 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 for third party liability. We recommend that you arrange an appropriate policy, which also includes personal, medical and rescue insurance, with a licensed agent and also apply for your EHIC card. It is our assumption you will have these when attending lessons. If your camp is advertised as having off piste or freestyle elements it is essential that your insurance covers you for these aspects. Some camps involve additional activities including bit not limited to luge, dog sledding, golf, volleyball and trampolining so please make sure you are also covered for these activities if you wish to take part.

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.

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 you 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.

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.