



Thanks for booking with Onyx Snowboarding. We take pride in the products we offer and are 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 your booking. Please read this document and get in touch if you have any questions. Additional information specific to the location of your session can be found online.

STANDARD BOOKING TERMS AND CONDITIONS

Terminology.

In this document the terms:

- **“Onyx”, “Onyx Snowboarding”, “we” and “us”** refer to Onyx Snowboard School/Onyx Snowboarding.
- **“Session”, “Camp”, “lesson” and “product”** refer to services provided Onyx Snowboard School/Onyx Snowboarding &/or our suppliers.
- **“You”, “your”, “yourselves”, “yourself”** refers to the person booking onto and/or attending a session. If the person attending is under 18 then the parent/guardian/designated adult completing the booking will be consenting on their behalf

Booking Contract.

Paying the deposit and/or full balance for your session confirms that you have read, understood and agreed to these terms and conditions. If you are booking for someone under the age of 18 this confirms your consent on their behalf as the parent/guardian/responsible adult.

Cancellations.

a) By You.

No refunds will be given for any Onyx Snowboarding activity cancelled by you. Depending upon the amount of notice given, you will be provided with the following amount of credit that can be used towards an alternative activity with us.

i) For winter and summer snowboard camps.

When notice of cancellation is received and confirmed by us:

= 8 weeks (56 days) or more prior to the camp start date, loss of 25% non-refundable deposit only.

= Less than 8 weeks (56 days) prior to the camp start date, loss of full camp costs with no credit offered.

Cancellations Contd. ii) For all other lessons, courses and camps.

When notice of cancellation is received and confirmed by us:

= 28 days or more prior to the session start date, 100% credit will be offered.

= Less than 28 days but more than 21 days prior to the session start date, 50% credit will be offered.

= Less than 21 days prior to the session start date, 0% credit will be offered.

Cancellations must be received both by email to info@onyxsnowboarding.com and by phone on +44 (0)20 3740 4088. Cancellations are only valid once receipt of your instruction has been confirmed in writing by us.

b) By Us

No refund will be given by Onyx Snowboarding, in whole or in part, for unused session due to client late arrival, illness, accident, resort closure due to weather conditions or mechanical failure, or for any other cause outside of our control.

We reserves the right to cancel or modify our sessions for a variety of reasons. In the unlikely event that we need to cancel or amend the details of your session you will be offered the following options:

i) Accept the changes.

ii) Accept an alternative session with us of equal value. In the event that the new session is of higher value then the difference must be paid by you. In the event that the new session is of lower value, then the difference in cost will be held as credit on your account towards a future activity with us.

iii) Cancelling your session, in which case you will be offered a full refund.

An exception to these terms of modification applies to group lessons as below.

Group lessons - minimum numbers and duration.

All group lessons require a minimum of 4 clients to run for the advertised duration of 4x 2hrs sessions. In the case that minimum numbers have not been met, some group lessons can still run but for a shorter session duration each day.

This modification can occur at any time up to a minimum of 48hrs prior to the session start time and is exempt from the 'cancellation by us' terms listed in the 'cancellations' section. However in the case that we have to cancel a group lesson then these terms will still apply as listed in article 'cancellations' section.

By booking a group lesson you agree to these additional terms.

Liability & responsibility.

Onyx Snowboarding accepts no liability or responsibility for personal injury/death during our lessons or for damage to property/equipment caused through no fault of ours or our suppliers, or due to circumstances which we could not reasonably foresee or have avoided. If you wilfully, recklessly or negligently damage 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.

Right of refusal, termination & compensation.

Whilst on a session with us we expect you to behave in an orderly and acceptable manner. We expressly reserve the right to prevent or terminate your participation in any aspect a session if in the reasonable opinion of our staff you are unsuited to participate, do not have the required fitness level, do not meet the required skill level needed for a level specific session, engage in serious misconduct, appear to be under the influence of drugs or alcohol.

In such an event we will have no further responsibility or liability to you, no refund or other compensation will be due and all contractual obligations will be terminated.

Please pay particular attention to the section below regarding 'Medical Conditions & Previous Injuries'.

Acceptance of risk.

Snowsports, including but not limited to skiing and snowboarding, are in their nature dangerous activities and carry inherent risks of death or serious injury. Freestyle and backcountry/off-piste activities carry increased or additional dangers to those of found within the ski area boundary (including but not limited to manmade features, avalanche, rock fall, equipment damage, unmarked hazards eg: cliffs and slope debris, gas-ex release, tree wells and wildlife attack).

During backcountry/off-piste lessons it is vital that you be confident of the safety procedures and techniques required should one of these hazards become a reality, especially those involved with avalanche rescue as it could be your instructor/guide in need of help! Let your instructor know before setting off if you are unsure of any aspect.

While we endeavour to make you lesson as safe as possible, you and your party participate in full knowledge and acceptance of these risks.

Insurance.

Any person attending a session is obliged to arrange a policy covering third party liability, personal, medical and emergency rescue insurance with a licensed agent in addition to a valid EHIC card (European citizens only). Lessons may include freestyle snowboarding within a resort managed park or off piste snowboarding with a guide. All of which must also be expressly covered in the policy.

Onyx Snowboarding does not insure our clients and failure to provide proof of adequate cover if requested will result in your inability to participate in the session with no responsibility or liability to us.

Medical conditions & preexisting injuries.

It is essential that you inform us **BEFORE** booking a session of any pre-existing medical conditions (both mental and physical), disabilities or injuries that may effect your ability to participate fully in the session both on and off snow. If your medical condition changes between booking and starting the session, 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 and fainting, chest pains and/or shortness of breath during physical activity, bone and joint problems, any respiratory problems and any psychological conditions.

We also need to know any medication you are currently taking, any major operations you have undergone and injuries you may be carrying. Any information you divulge will be kept strictly confidential. Letting us know about the above allows us to tailor the our content where appropriate to keep you safe and having fun.

In some cases a doctors note confirming your ability to take part in the session may be required. We are not liable for any death, personal injury or illness that occurs from your participation in the session that is a result of a pre-existing medical condition/injury/illness which you did not make us aware of.

Consent to medical treatment.

You consent to (where circumstances dictate) emergency medical treatment being provided you 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 reach a designated emergency contact first in the event that medical attention is required by you.

Vehicles personal possessions and 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.

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 and take photos during our sessions. This is usually for video feedback to help you improve or where a photo session is included in the session. As such you agree that while participating in an Onyx Snowboarding session images, photos and or video may be taken by other clients and/or Onyx Snowboarding and/or our third party provider.

You acknowledge and give your consent for Onyx Snowboarding, our affiliates or other third parties to collect these pictures and you hereby grant a perpetual, royalty free, worldwide and irrevocable licence to Onyx Snowboarding, our affiliates or third parties to reproduce for any purpose (including marketing and promotions) in any medium whatsoever, whether currently know or hereinafter devised, without any further obligation to the you or compensation payable to you.

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.