



Portes Du Soleil - Group & Private Lesson Booking T's & C's

Here is the inevitable small print associated with your Onyx Snowboarding booking. Paying the deposit and/or full balance for your lesson/s confirms that you have read, understood and agree to these terms and conditions. If booking for someone under the age of 18 this also confirms your consent on their behalf as parent/guardian.

So please give this document a read through and get in touch if you have any questions.

We look forward to welcoming you onto the slopes

Contact Details

Our main contact details in the Portes du Soleil are:

Tel (UK): +44 (0)20 3740 4088

Tel (FR): +33 (0)4 85 80 00 14

Email: info@onyxsnowboarding.com

Start Time & Location

Your lesson start time, duration, dates and start location can all be found on your booking form.

Unless agreed prior and stated differently on your invoice, these will be:

Morzine - Top of the Pleney bubble, on the snow underneath the jumbo TV.

Avoriaz - Top of Les Prodains Express, on the snow outside the building.

Les Gets - Bottom of the Chavannes Telecabine.

Group and private lessons will finish at a location within that ski area stated at the start of the lesson.

Lift Pass

Lift passes are not included in the price of your lesson and is your responsibility to provide a valid pass for the duration of your lesson/s allowing access to the areas intended to be used during the lesson.

Lift passes in the Portes Du Soleil fall into 3 main types:

1) Full 'Portes Du Soleil'

2) 'Morzine & Les Gets' only

3) 'Avoriaz' only

Onyx Snowboarding will not be held responsible for any additional fees incurred or reimbursement of any lesson time for incorrect passes purchased by you the client.

Lesson Confirmation

Your place on any Onyx Snowboarding lesson is only provisionally held until the due date stated on your invoice, no lesson is confirmed until full invoice balance has been paid and received in full.

Failure to do so by 18:00 GMT on the due date will result in your place being cancelled and opened back up for public bookings.

Cancellations

By You:

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

= 28 days (672 hours) or more prior to the start time of your activity, a 100% credit towards an alternative activity will be offered.

= 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.

= Less than 21 day (504 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 and only valid once acknowledgment of receipt has been provided by Onyx Snowboarding.

No refund will be given by Onyx Snowboarding, 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. We advise you take appropriate travel insurance to cover these eventualities.

By Us:

Onyx Snowboarding 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 product with us for equal value. In the case of the new lesson product being of higher value then the difference must be paid by you. In the case of the new lesson product 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

An exception to these conditions is in the case of group lessons as below.

Group Lesson Minimum Numbers & Duration

Onyx Snowboarding group lessons require a minimum number of participants to run and the course duration varies depending upon total numbers as follows:

4 or more clients = 4x 2hrs on consecutive days.

2-3 clients = 3x 2hrs on consecutive days.

1 client = group lesson cancelled.

By booking a group lesson with Onyx Snowboarding you acknowledge that you have read, understood and accept these additional terms. This duration modification is exempt from the 'cancellation by us' terms above.

Right Of Refusal

We expressly reserve the right to prevent you from participating in any aspect of your selected lesson/s 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 pay particular attention to the following two sections on 'Termination & Compensation' and 'Medical Conditions & Previous Injuries'

Termination & Compensation

Whilst on a Onyx Snowboarding lesson you & your party are expected to behave in an orderly & acceptable manner. We reserve the right at our reasonable discretion to terminate the lesson of people who indulge in serious misconduct. If we do so, Onyx Snowboarding will have no further responsibility or liability to you & contractual obligations will be terminated as per our right of refusal. If you or any member of your party wilfully, recklessly or negligently damages any equipment, 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. In short... don't be a dick!

Medical Conditions & Previous Injuries

It is essential that you inform Onyx Snowboarding BEFORE booking any lesson with us of pre existing medical conditions or injuries that may effect your ability to participate fully in your chosen lesson.

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, 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 lesson, course or camp may be required. We are not liable for any death, personal injury or illness that occurs from your participation 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.

Insurance

Onyx Snowboarding does not insure its clients and you are obliged to insure yourself with an appropriate personal and third party policy to cover medical and rescue insurance (including freestyle park and off piste riding where applicable) with a licensed agent. It is our assumption you will have this when attending lessons and can ask for proof. Onyx Snowboarding will not be liable to 'front' or cover any medical, rescue, 3rd party costs or any other costs that may arise through our professional decision to action items listed in 'consent to medical treatment' through failure to be adequately insured on your part.

Inbounds & Off Piste / Back Country Responsibility

Snowsports, including but not limited to skiing and snowboarding, are in their nature dangerous activities and carry inherent risks. Back country / off piste snowboarding carries increased or additional dangers (including but not limited to avalanche, rock fall, equipment damage, unmarked hazards eg: cliffs and slope debris, gas ex release, tree wells and wildlife attack) to those of found within the ski area boundary While we endeavour to make you lesson as safe as possible, you participate in full knowledge and acceptance of these risks. Onyx Snowboarding holds no liability for damage to property/equipment or liability for personal injury or death during our lessons.

During off piste / back country 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 of an avalanche rescue.

In the event of death or personal injury to yourself or any of your party under your booking, Onyx Snowboarding do not accept liability if such death or personal injury is not through any fault of ours or our supplier, or is due to circumstances which we could not reasonably foresee or have avoided.

Off Piste / Back Country Equipment

Off piste / back country lessons with Onyx Snowboarding in PDS include the use of off piste safety equipment including: shovel, transceiver, probe & backpack.

This equipment is not a substitute for the critical knowledge and experience needed to reduce the risk of injury or even death. A compulsory introduction and demonstration of the equipment will be provided at the start of your lesson but we highly advise you familiarise yourself with the transceivers functions prior to the session by reading the Mammut Element Barryvox user manual available [here](#). Other information on the equipment can be found on the Mammut website. These documents are produced by Mammut and Onyx Snowboarding accepts no responsibility for the accuracy or validity of information contained within. Use common sense at all times and do not agree to proceed further on your lesson unless you are fully confident and have understood the correct use of this equipment as outlined in the manual, improper use can seriously compromise the performance and safety of the device.

Onyx Snowboarding agree to maintain this equipment at the service intervals specified in the manufacturer's user guide and as such accept no responsibility for injury or death resulting from equipment failure which could not have reasonably foreseen or have avoided or where you the client have not followed instructions for the equipment's safe and intended use.

During a lesson Onyx Snowboarding back country equipment handed out is the sole responsibility of you the client for the duration of that session, as such you are liable for any loss or damage to this equipment and will be charged full replacement costs (including shipping and personal branding) at full RRP.

Force Majeure

If you are unable to attend a course due to events outside Onyx Snowboarding's control we will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these terms and conditions that is caused by events outside our reasonable control ('Force Majeure Event').

A force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes or other industrial actions; civil commotion, riot, invasion, terrorist attack or threat; fire, storm flood or other natural disaster; adverse weather conditions (including heavy/insufficient snow falls or non-freezing conditions), impossibility of the use of railway, shipping, aircraft, motor transport or other means of public or private transport or delays in relation to such transport; or impossibility of the use of public or private telecommunication networks. Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues and provided that if the Force Majeure Event renders, in our opinion, the course not viable whether from a financial or logistical point of view then we may cancel or postpone the course.

Vehicles, Personal Possessions & Luggage

Onyx Snowboarding will not be held responsible for any theft or loss of personal belongings during lessons. 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... you didn't really want to ride in that diamond necklace anyway did 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 & 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/lesson, to help you improve. Occasionally we like to showcase your skills and turn you into a rock star using these clips in video edits or as photos distributed online, printed or otherwise. We promise to only ever use these with good intentions and the following puts that into a more worded version. Please remember if booking for someone under 18 years of age you are consenting on their behalf regarding this photo/video release unless we are instructed by you otherwise.

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.