



UK Centres - Lessons & Camps Booking Terms & Conditions

Here is the inevitable small print associated with your Onyx Snowboarding 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. 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

Onyx Snowboarding's UK provisions take place at specially selected centres around the country. All details regarding dates, times, venue and meeting point are included in your booking invoice. Some camps have a multi-location format and please note transport is not included on these or any other Onyx Snowboarding UK lesson or camp.

Facilities vary from centre to centre so please check details ahead of your lesson for ease on arrival.

Slope/Lift Passes

Slope/lift passes are included as part of your lessons costs and will be distributed to you by the instructor upon arrival.

Rental Equipment, Clothing & Helmets

Most locations include use of rental board, boots and bindings as part of your lesson costs, please double check prior to attendance.

For all UK venues long sleeves, long trousers and gloves are compulsory. For outdoor slopes please check the weather that day and dress appropriately. For indoor 'dome' slopes please remember that these are essentially giant refrigerators so we advise warm and waterproof clothing.

Helmets are compulsory at all times on all UK lessons.

Lesson Confirmation

Your place on any Onyx Snowboarding lesson or camp 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.

Recreational Standard & Prerequisite Ability

For your own safety and that of other slope users, all UK lessons require you to be of minimum recreational standard to attend. This defined as your ability to:

- = Control speed and direction.
- = Perform linked turns and stop when required.
- = Use the Poma/drag button lift unassisted.

For freestyle camps we have the following prerequisite criteria for each level:

- = 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

We reserve the right for safety reasons to refuse participation or terminate the lesson with no refund given if you fail to meet this criteria after booking onto a lesson requiring this minimum level of ability.

Right Of Refusal

We expressly reserve the right to prevent you from participating in any aspect of your selected lesson/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 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.

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 & at the venue. 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.