



Onyx Mountain Sports Ltd
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Onyx Winter Snowboard Camps - Tignes Booking Terms & Conditions

Here is the inevitable small print associated with your booking on the Onyx Winter Snowboard Camp in Tignes. By proceeding with your booking and paying the deposit and/or full balance, you expressly confirm that you have read, understood and agree to the following terms and conditions.

1) DEFINITIONS

Unless otherwise defined in these terms and conditions, the following words and expressions shall have the following meanings:

- I. **"Us", "We", "Our"** = Means the collaborative partnership between Onyx Mountain Sports and Dragon Lodge in delivering The Camp, who are:
 - A. **"Onyx Mountain Sports"** = A company registered in the England and Wales, with company number 11709714 and registered office at 15 Manor Rd, Donington Le-Heath, Leicester. LE67 2FU
 - B. **"Dragon Lodge Snowboarding | Dragon Mountains Ltd. T/A Dragon Lodge"** = A company registered in the England and Wales, with company number 10498246 and registered office at 63 Ewart St, Brighton, BN2 9UP
- II. **"You", "Your", "Your's", "Yourself", "Client"** = Means the Person making the Booking for themselves and/or for and on behalf of one or more other Persons in their Party.
- III. **"Booking"** (your/a/the/) = your stay with us, with details stated in the booking confirmation
- IV. **"Booking Confirmation"** (your/a/the) = the email you receive containing the dates of your stay and full balance due.
- V. **"The Camp"** or **"Onyx Snowboard Camp"** = Means the cumulative service provisions being delivered to You, including the specialist snowboarding course aimed to progress Your snowboarding ability, proficiency and skill development.
- VI. **"The Camp Location"** = Means the specific snowsport resort at which The Camp will take place and services be delivered, as outlined on Our respective websites.
- VII. **"Deposit"** = Means the non-refundable deposit (in the amount stated on the Invoice) to be paid to Onyx Mountain Sports by You, by a specified date in order to confirm the Booking.
- VIII. **"Invoice"** = Means a document stating all goods and services provided to You with their total monetary sum.
- IX. **"Party"** = Means all people listed under one Booking made by the lead Person.
- X. **"Person"** = Means the individual that makes the booking and is responsible for those in their Party.
- XI. **"Third party supplier"** = Means an external supplier who is not directly controlled by either us or You.

2) GENERAL

- I. Your Booking on The Camp is made directly with Onyx Mountain Sports Ltd and the primary legal contract exists between You and Onyx Mountain Sports. Dragon Lodge are subcontracted to deliver the accommodation and minibus transfer elements, plus other services and provisions, that constitute The Camp. Your legal contract for these elements exists with Dragon Lodge.
- II. Details of what is included in The Camp is explained on the Onyx Snowboarding website, under 'Winter Camps'.
- III. Lift passes are **not** included on any Onyx Snowboard Camp, unless specifically stated. It is your responsibility to ensure that you purchase a lift pass suitable for The Camp Location and duration of The Camp. Please check specifics, but this is usually starting the day after The Camp arrival date and finishing on the day before The Camp departure date).
- IV. All snowboard equipment required is **not** included on any Onyx Snowboard Camp, unless specifically stated. You must provide your own equipment to enable full participation in the The Camp and associated activities.

3) COVID-19

- I. These terms and conditions have been updated to contain specific references to events or circumstances that concern the Covid-19 global pandemic under the relevant sections.
- II. As the pandemic is a dynamic situation we reserve the right to update any section of these terms and conditions at any time (before or after you make your booking) in order to help Us and You adapt to any changes to these events as required. In this occurs we will email you with an updated set of terms and conditions for Your reference.
- III. During The Camp We will be following all applicable social distancing guidelines required at that time. This may involve You being required to wear a face mask (surgical style) on lifts and/or in communal areas (publics and those in the chalet), a face covering (buff/scarf/neck tube style) while snowboarding and hand sanitising. Up to date details will be given closer to The Camp Arrival Date and You participate in full knowledge and acceptance of these and any future requirements.

4) INSURANCE

- I. We do not insure Our clients. It is a requirement on booking that You will have adequate and appropriate travel/ medical insurance policy in place through a licensed agent before travelling, covering your personal needs and circumstances.
- II. Your chosen policy should at least cover you for the following: winter sports - snowboarding, personal and 3rd party liability, emergency medical expenses including but not limited to mountain rescue and removal from the mountain environment (pisteurs, skiidoo, ambulance and helicopter costs), repatriation, epidemic and pandemic cover including Covid-19 (including but not limited to medical expenses should you contract covid-19 during The Camp and additional costs if self isolation is required during or after Your stay), cancellation or curtailment of trip (including but not limited to contracting coronavirus), travel or transfer delays, and any other personal circumstances as required.
- III. If You plan to travel against FCDO advice (or equivalent in Your country of origin) it is Your responsibility to ensure that Your travel insurance policy is still valid under these circumstances.
- IV. Some policies also require you hold a valid European Health Insurance Card (EHIC).
- V. Due to the nature of activities during The Camp, Your chosen policy must categorically cover You for:
 - A. Backcountry and/or off piste snowboarding with a guide.
 - B. Freestyle snowboarding and snowboarding within a resort operated freestyle/terrain park.

- C. Any other activity listed as being part of or optionally available to participate in during The Camp. Eg night luge, air boarding, trampolining etc.
- VI. We advise that you purchase your chosen insurance policy at the time of booking your camp or preferably before.
- VII. We reserve the right to terminate your participation in The Camp if You fail to show an adequate level of travel insurance is in place upon arrival and which covers the duration of The Camp. In such an event we have no further responsibility or liability to you and all contractual obligations will be terminated immediately with no refund, discount or compensation due, in part or in whole.

5) BOOKING PROCESS & CONTRACT FORMATION

- I. You can email or call Us to initiate a booking for The Camp.
- II. Where You wish to proceed with the Booking, You must provide us with such information as We request including Your telephone number and email address and the full name, address and date of birth for You and everyone who will be participating in The Camp in Your Party. We require that You are least 18 years of age to make a Booking and that everyone in Your Party is also over the age of 18. This applies where You are making a Booking on Your own behalf and/or for any others in Your Party.
- III. You will be responsible for all those in Your Party and shall procure their compliance at all times with these terms and conditions.
- IV. In the event any of your Party breaches any of the provisions set out in these terms and conditions, then without prejudice to our rights to bring a claim against the defaulting member of your party, such a breach will for the purpose of these terms and conditions will be considered a breach by you.
- V. Our acceptance of your Booking will only take place when we email you a Booking Confirmation email AND you have paid the relevant deposit stated or the full amount of Chalet Fees (if booked less than 4 weeks in advance of your stay with us). This email will contain the details of your stay, log-in details to the secure payment page to pay the relevant deposit and/or other fees applicable.

6) CANCELLATIONS BY YOU

- I. If you are obliged to cancel your booking on The Camp for any reason, you must inform Onyx Mountain Sports Ltd immediately in writing by email on info@onyxsnowboarding.com. Until you receive confirmation of you cancellation, your booking will still stand.
- II. Cancellations due to a covid-19 restriction must be made in writing by email before 12:00 Central European Time (CET), 2 days prior to the camps arrival date.
- III. If the reason for wishing to cancel your booking on The Camp is due to a Covid-19 restriction (as defined in section 6.IX) then you must inform Onyx Mountain Sports Ltd in writing by email, providing details of the exact Covid-19 restriction you believe applies in this case. If we accept the cancellation due to a Covid-19 restriction, then the provisions of section 6.VIII will apply.
- IV. In cases of cancellation by you, any and all payments made cannot be carried forward (as credit or other forms), nor applied to any other Onyx Snowboard Camp or separate Onyx Mountain Sports or Dragon Lodge product or service, nor are we able to change participant names.
- V. If you cancel your booking on The Camp for any reason other than a Covid-19 restriction listed in section 6.IX then, depending upon the notice given, you will liable for charges on the following scale:
 - A. 12 weeks or more prior to The Camp arrival date = £250.00.
 - B. Less than 12 weeks prior to The Camp arrival date = 100% of the entire booking costs.

- VI. These charges are based upon the costs of cancelling arrangements and the expenses and/or losses we are likely to suffer at those timescales.
- VII. Refunds (following the deductions of the cancellation charges) will be made where full balance has been paid by you, otherwise Onyx Mountain Sports Ltd is entitled to recover the outstanding balance from you.
- VIII. If The Camp you have booked is able to run, but you are unable to travel, then under the relative laws, we are not obliged to reimburse you differently to the terms laid out in section 6.V. However as a gesture of goodwill, we can offer the following if you cancel your booking as a result of a Covid-19 related restriction as detailed in section 6.IX:
- A. A credit note to the value of balance paid for The Camp to that date. Valid for use against a new booking on an alternative future Onyx Winter Camp until May 2022. You agree to pay the difference if the price for the new Onyx Snowboard Camp is higher. No refunds will be given for partial use of this credit; or
 - B. A refund of all monies paid for The Camp to that date, minus a £250.00 administration/retention fee; or
 - C. A cancellation invoice for you to claim off your travel insurance policy.
- IX. In these terms and conditions an accepted Covid-19 restriction means and is defined as:
- A. A government enforced lockdown in your country of origin imposing travel restrictions to The Camp location that mean you are unable under any circumstances to reach The Camp location; or
 - B. The French government, or country of The Camp location, has introduced measures that require arrivals from your country of departure or origin to quarantine upon arrival in the country of The Camp location; or
 - C. The French government, or government of the country of The Camp location, is run closure of the ski area where The Camp is running.
- X. Section 6.IX.B will be considered void for cancellation under accepted Covid-19 restrictions if you either:
- A. Fail/failed to provide, if required, a negative PCR test within a specified period prior to entry that would exclude the need for quarantine on arrival; or
 - B. Record a positive result for PCR or other covid-19 test, that result in you being unable to travel to or enter the country of The Camp location; or
 - C. Fail to have or show sufficient evidence of required vaccines and/or boosters required for entry or that exclude the need for quarantine on arrival.
- XI. If you cancel your booking for any of the following reasons, then the cancellation charges listed in section 6.V will apply:
- A. You or someone that you know gets ill due to Covid-19 or otherwise
 - B. You are concerned about a future government restriction being applied
 - C. Your travel reservations are cancelled
 - D. Any other reason for cancelling the booking
- XII. No refund will be given, in part or in whole, for unused elements of The Camp provided by Onyx Mountain Sports and/or Dragon Lodges due to client late arrival, early departure, illness, accident, injury, resort closure, adverse weather conditions, mechanical failure, events deemed as Force Majeure, or for any other reason outside the control of Onyx Mountain Sports and/or Dragon Lodge.

7) RECOVERY OF MONEY VIA A CREDIT CARD PROVIDER

- I. By agreeing to these terms and conditions You agree to not attempt to recover any non-refundable part of the Booking via Your credit card provider, except in the case of Bankruptcy where we cease trading and cannot provide the services. Attempting to recover any non-refundable part of the contract via credit card providers incurs significant administrative and legal costs for Us and this cost will be passed on to You if any claim is attempted. Section 6.V details the non-refundable part of the Booking.

8) ALTERATIONS TO A BOOKING BY US

- I. It is unlikely that we, Onyx Mountain Sports and/or Dragon Lodge, will have to make alterations to services included on The Camp. However as these camps are organised many months in advance, Onyx Mountain Sports and/or Dragon Lodges reserve the right to make changes to any provisions of The Camp and website details both before and after you make a booking.
- II. If a significant change is made to the lesson provisions on The Camp it will be as a result of circumstances outside of our control, including but not limited to Force Majeure events. In that event we will advise you as soon as is reasonably possible.
- III. Should you choose to cancel your booking after this point then the cancellation charges outlined in section 6.V will be applicable.
- IV. On occasion alterations to provisions may need to take place during the delivery of The Camp, please see section 10 regarding Operational Interruptions.

9) CANCELLATIONS OF A BOOKING BY US

- I. We reserve the right to cancel The Camp at any time.
- II. We will not cancel The Camp less than 4 weeks prior to The Camp arrival date unless forced to do so as a result of circumstances beyond our control and that we could not have reasonably foreseen, including but not limited to, Force Majeure events or Covid-19 restrictions.
- III. If cancellation occurs prior to The Camp arrival date, then a full refund of balance paid to date will be due.
- IV. If cancellation by us is due to a Covid-19 restriction as detailed in section 6.IX, then the provisions of section 6.VIII will apply.
- V. If we have to cancel The Camp mid delivery (after The Camp arrival date), it will be as a result of events or circumstance beyond our control that we could not have reasonably foreseen. These include but are not limited to Force Majeure or a Covid-19 restriction. In this instance no refund or credit, in part or whole, will be due.
- VI. If we have to cancel The Camp then we will not be liable for any expenses you have incurred as a result of booking or in expectation of The Camp taking place. These include but are not limited to costs relating to airfare, or other travel arrangements, visas, insurance policies and any other expense.

10) OPERATIONAL INTERRUPTIONS

- I. If the resort of The Camp Location is open, or partly open, then we will deliver services as planned to the extent available and in a manner that ensures your safety.
- II. Interruptions in ski resort operations at The Camp Location are completely outside of our control. No refund, compensation or discount, in part or whole, will be due to you where decisions made by ski resorts impact the delivery of our services as part of The Camp. Such situations include but are not limited to full or partial lift closure, mechanical failure, technical malfunction, power failure, adverse weather conditions, excess or insufficient snow cover, disease outbreak, pandemic, epidemic, resort closure and/or volume restrictions on visitor numbers, other circumstances beyond our control or Force Majeure. We shall not be liable to you in any such event.
- III. In the event of Operational Interruptions we will endeavour to provide you with an alternative programme of coaching or development activities to the best of our ability.

- IV. You acknowledge and agree that alterations to provisions on The Camp can occur and that your participation in The Camp may require a certain amount of flexibility. The itinerary for The Camp stipulated on our websites, is an indication of our intentions rather than a contractual obligation. Unforeseen local conditions or events may sometimes necessitate changes to the itinerary and could mean that some activities are not possible.
- V. In the unlikely event that the resort in The Camp Location is closed for any reason, then we will, if reasonably possible, transport you (at your expense) to the nearest possible skiing.
- VI. No refund, in part or in full, will be due for alterations to provisions that occur due to circumstances beyond our control.

11) FORCE MAJEURE

- I. In no event shall we be held responsible or liable for any form of compensation when failure, delays, changes, cancellations or the non-proper or improper performance of our obligations in whole or in part, was legally and/or physically impossible to be performed. Force Majeure includes, but is not limited to, war, riots or civil strife, terrorist activities, industrial disputes, disease, plague, epidemic, pandemic, government intervention, strike, natural or nuclear disasters, measures taken by a government authority such as national lockdown/closure of borders, closure of public spaces or any other event beyond our control (a "Force Majeure Event"). Covid-19 does not qualify as Force Majeure.

12) ABILITY REQUIREMENTS & RIGHT OF REFUSAL

- I. The Camp carries minimum requirements for your technical snowboarding ability and your overall fitness level. In order to attend and participate in The Camp, and before placing your Booking, you expressly agree that you are:
 - A. Easily able to make flowing, linked turns with speed on blue grade terrain.
 - B. Easily able to use chair lines and surface drag lifts (eg t-bars or POMA varieties).
 - C. In good physical health and able to complete a 5km jog with no major issues.
- II. We expressly reserve the right to terminate Your Booking or prevent You from participating in any aspect of The Camp, if in the reasonable opinion of Our Staff You:
 - A. do not possess the technical riding ability or necessary fitness level required; or
 - B. are medically unsafe to do so; or
 - C. appear to be under the influence of drugs and/or alcohol; or
 - D. are deemed unsafe to do so for any other reasonable reason.
- III. In such an event we have no further responsibility or liability to you and all contractual obligations will be terminated immediately with no refund, discount or compensation due, in part or in whole.

13) PRE-EXISTING MEDICAL CONDITIONS & COVID-19

- I. You must inform Us **BEFORE** booking The Camp of any pre-existing medical conditions, current or previous injuries and any major operations that you have undergone that could affect your ability to fully participate in The Camp, both on and off the slopes. Examples include, but are not limited to: high/low blood pressure, heart disease, stroke, diabetes, asthma, muscular/tendon/ligament surgery or conditions, bone or joint surgery or conditions, pregnancy, cancer, hernia, respiratory conditions or problems, dizziness and fainting, chest pains and/or shortness of breath during physical activity.
- II. You must inform us of all medication (prescribed or otherwise) you are currently taking, any implications these may have on participation, frequency of administration and how you will securely store this medication during The Camp.

- III. 48hrs prior to arrival You will be emailed with and required to complete a 'Covid-19 & Communicable Disease Self Declaration Form'. This will state that you are free of communicable diseases and are not showing any symptoms (known or yet to be discovered) symptoms of Covid-19.
- IV. If your medical condition changes between bookings and starting The Camp, it is Your responsibility to inform Us immediately.
- V. Accommodation on The Camp through Dragon Lodge takes place in a shared chalet with communal spaces and washing facilities. You must take this into consideration when assessing your medical suitability to attend The Camp, relating to pre-existing conditions and any potential communicable disease or similar.
- VI. In some cases We may require a doctor's note stating that Your are medically cleared to participate in expected activities of The Camp.
- VII. The primary reason We ask for this information is to help Us tailor the delivery of our services (including lesson content) and better manage any potential risks. Information you divulge will be kept strictly confidential and in accordance with Our data protections policies.
- VIII. If you develop symptoms of Covid-19 during The Camp and are required to self isolate, we do not accept liability or responsibility to provide You with accommodation beyond the contract dates of The Camp. Should You refuse to leave or there is a delay in leaving the accommodation then You will immediately become liable for the full weekly accommodation cost even when just a part week is impacted.
- IX. If you get ill or injured whilst on The Camp, We do not accept liability or responsibility to provide you with accommodation beyond the contracted dates of The Camp. Should You refuse to leave or there is a delay in leaving the accommodation then You will immediately become liable for the full weekly accommodation cost even when just a part week is impacted
- X. We expressly reserve the right to refuse or terminate Your Booking based on medical grounds at any time. In such an event We will have no further responsibility or liability to you and no refund, compensation or discount, in whole or in part, will be due and all contractual obligations will be terminated immediately.
- XI. We are not liable for any death, injury or illness that occurs from your participation in The Camp that is a result of a pre-existing medical condition, injury, illness or medication that You did not make Us aware of.

14) CONSENT TO EMERGENCY MEDICAL TREATMENT

- I. By booking a place on The Camp, You hereby consent to emergency medical treatment being provided to You where required.
- II. In the event You are unable by virtue of physical or mental incapacity to give informed consent to medical professionals, all reasonable steps will first be taken to reach the 'emergency contact' provided to Us by You. If this is unsuccessful and only where a 'preservation of life' situation exists, You authorise Us to sign any authorisation or consent to medical treatment that may be required by the health care provider on Your behalf for this purpose.
- III. We are not liable to any death, personal injury, illness or any other condition that occurs as a result of this consent.

15) RESPONSIBILITY

- I. You acknowledge that snowsports (including skiing and snowboarding) and other activities that may take place during The Camp are in their nature dangerous activities, that carry the risks of personal injury or death. We will endeavour to manage these risks throughout The Camp, however You participate in full knowledge and acceptance of these risks.

- II. We will not be held responsible for death or any injury, losses, damage or accidents however they may occur, other than as a result of Our negligence.
- III. You have the right to decline taking part in activities that You deem may endanger Your health and safety, or which are not covered by Your insurance policy. You agree and acknowledge that we will not be held liable for any injury or damage caused to You, where You have taken a risk willingly, and the injury or damage arose other than as a result of negligence by Us.

16) ADVICE

- I. We may offer advice on matters such as health, visas, currency, climate, clothing, equipment and other matter in good faith and cannot be held responsible for such advice and information.
- II. You accept responsibility for all these matters, in particular regarding visas and advice on health matters.

17) BEHAVIOUR - “DON’T BE A DICK!”

- I. Whilst on The Camp, you and your party are expected to behave in an orderly and acceptable manner. We reserve the right at Our reasonable discretion, to immediately terminate The Camp for anyone who indulges in serious misconduct or exhibits discriminatory, threatening or other unacceptable behaviour. In short, don’t be a dick and being drunk is NEVER an excuse!
- II. 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 and/or the third party in question for any loss We or They may offer including legal costs.
- III. In such an event you will be dismissed from The Camp and required to vacate any accommodation that forms part of The Camp with immediate effect. We will have no further responsibility or liability to you and all contractual obligations will be terminated immediately with no refund, discount or compensation due, in part or in whole.

18) INCLUDED TRANSFER DETAILS & POSSIBLE SURCHARGE

- I. Return ground transfers between Geneva International Airport (**GVA**) and The Camp Location (Dragon Lodge - Tignes) are included as part of The Camp, providing the following conditions are met:
 - A. **Arrival** - The bus will leave on The Camp arrival date from GVA at 15:30 CET. Please ensure that your flight has arrived by 14:30 CET or earlier to allow enough time to clear customs and board the transfer.
 - B. **Departure** - The bus will depart Dragon Lodge at 08:00 CET, due to the travel time please only book flights that depart GVA from 14:00 CET onwards.
- II. Transfers included as part of The Camp can comprise a shared coach with other Dragon Lodge clients or other members of the general public. Inclusion of this provision is based on there being no social distancing requirements limiting the transfer’s capacity. As The Camp is organised many months ahead of delivery then should these government guidelines change in a fashion that limits the normal transfer capacity, we reserve the right to apply a surcharge to your booking to cover any potential change in costs associated with these transfers. If this occurs the following options are available to you:
 - A. Cancel your booking for The Camp and receive a full refund of balance paid.
 - B. Accept the surcharge.
 - C. Make Your own travel arrangements at Your own cost. No refund, in part or in whole, will be due by Us if You choose this option.

- III. It is your responsibility to meet the above conditions for transfer. There is no discount available if You choose to self drive or arrive by other means to The Camp Location and no other complimentary transfers are available under any other conditions.
- IV. For delayed flights we will wait up to a maximum of 30mins after the scheduled transfer departure time. If your flight is delayed more than this then we will endeavour to help with alternative provisions at your own cost, this is something you can usually reclaim on your travel insurance.
- V. Transfers will be in vehicles of the providers whom we have made arrangements with. You travel in vehicles at Your own risk.
- VI. The transfer time between The Camp Location and GVA can vary due to traffic, ever changing mountain conditions or other factors beyond Our control or that of a third party provider. We will endeavour to always allow adequate time to get you safely and on time to the airport , as such We reserve the right to change the departure schedule at any time as required. However, there can be unforeseen exceptional circumstances that mean your may miss your flight or other connections. We will not be liable for any additional expenses you may incur as a result of a late arrival to GVA. You can normally claim for this against Your travel insurance and We will provide any paperwork required to support Your claim.

19) PASSPORTS & VISAS

- I. We 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 enter the county in which The Camp is taking place, or to pass through the countries involved in Your travel to The Camp.
- II. Please be mindful that post Brexit, UK citizens are subject to a limitation on the number of days they can be present within the Schengen Zone in a defined period. It is your responsibility to check these restrictions and your compliance ahead of arrival.
- III. We will not be held responsible if Your admission to any country either on route, or final destination, is delayed or denied because of entry or visa issues.

20) VEHICLES, PERSONAL POSSESSION & LUGGAGE

- I. We will not be held responsible for any theft or loss or personal belongings from our rented or actual premises, or vehicles, or any other locations during The Camp.
- II. Whilst We will endeavour to ensure the security of personal belongings during The Camp, We cannot guarantee it. Please be aware of this face and leave expensive and/or personal valuable items at home.

21) COMPLAINTS

- I. In the unlikely event you may have a complaint, you must inform us as soon as possible, preferably in resort at the time, or in writing to info@onyxsnowboarding.com and john@dragonlodge.com no later than 14 days after The Camp departure date.
- II. If you do not inform us of your complaint within these timescales, we may not be able to investigate and address it. In this case we reserve the right not to deal with the complaint.

22) MEDIA GENERATION & USE RELEASE

- I. During the duration of The Camp your participation may be photographed or filmed (including audio) by Us.
- II. By participating in The Camp, You acknowledge and confirm Your agreement to the following:
 - A. That You give Your permission for Us to photograph and film Your participation in The Camp.
 - B. That You grant Us the right to use and reproduce Your likeness and/or voice in photographs or film, in raw and/or edited form, for Our promotional, marketing and social media purposes throughout the world by all means and in all media, for an unlimited amount of times in perpetuity and free of charge.
- III. If you do not wish to have photos of video taken of you used for these purposes You must let Us know at the time of the Booking or before The Camp commences.

23) OTHER IMPORTANT TERMS

- I. **We may transfer our agreement with you to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- II. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- III. **Nobody else has any rights under our agreement with you.** The agreement reached is between you and us. No third person shall have any rights to enforce any of its terms. Neither us, or you, will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- IV. **If a court finds part of these terms illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- V. **Even if we delay enforcing our rights under these terms, we can still enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- VI. **Which laws apply to these terms and where you may bring legal proceedings.** These terms are governed by the English law and you can bring legal proceedings in respect of these terms and our contact with you in the English courts.