

# SPSRC TERMS AND CONDITIONS FOR SNOW CAMPS

## 1. THE CONTRACT

(i) Sandown Park Ski Race Club ("SPSRC") will confirm the booking by email (the "Confirmation Email") to the parent/guardian (the "Parent") of the trainee (the "Trainee") attending the relevant camp (the "Snow Camp") on receipt of the deposit (the "Deposit") and your signed and completed booking form (the "Booking Form") before departure. Such confirmation completes the formation of a contractually binding agreement with you on these terms and conditions.

(ii) The terms and conditions set out here (the "Terms and Conditions"), together with the Confirmation Email and the Booking Form, comprise the agreement between you and SPSRC.

(iii) Payment of any monies constitutes a commitment to proceed with the booking once your application is confirmed by the Confirmation Email and those monies are non-refundable.

## 2. PAYMENTS

(i) In order to confirm your place on the Snow Camp you must pay the Deposit which shall consist of:-

(a) in the case of the Trainee attending the Snow Camp, a sum per Trainee as is specified by SPSRC (by way of example this sum was £500 per trainee during the 2015/16 season), and

(b) in the case of the Parent attending the Snow Camp, a sum per Parent as is specified by SPSRC (by way of example this sum was £200 per trainee during the 2015/16 season).

(ii) If the Parent or the Trainee wishes SPSRC to book flights and notifies such wish to SPSRC in the Booking Form, then such sum as is notified by SPSRC (the "Additional Sum"), must be paid, in addition to the Deposit.

(iii) In addition to the Deposit and the Additional Sum (if payable), you must pay the final balance of payment (the "Final Balance"), no later than one week after the date on the final invoice.

## 3. CANCELLATIONS BY YOU

In the event of a cancellation by you:-

(a) You will lose the Deposit paid or due and the Additional Sum paid or due, you will also be liable any additional costs (over and above the deposit) incurred by the club

(b) Any unpaid sums shall be remitted by you immediately upon cancellation according to these terms.

## 4. CANCELLATIONS OR MATERIAL CHANGES BY SPSRC

SPSRC will endeavour to ensure that all arrangements are as confirmed in the Confirmation Email. However, it may be necessary, in some situations, to make alterations, particularly if events outside SPSRC's control dictate. SPSRC reserve the right to provide substantially or reasonably comparable alternative arrangements if operational or other considerations reasonably allow. If SPSRC do have to cancel a booking or if SPSRC make material alterations including without limitation because of Force Majeure to any of the arrangements,

SPSRC will notify you in writing (including via email) as soon as is reasonably practicable and offer you a choice of alternative arrangements,

## 5. INSURANCE

Each Trainee must have specialist ski racing and ski race training insurance which provides cover that is suitable and adequate for the Trainee's specific requirements, including cancellation cover in case of illness, injury or unavoidable delay in departure from the UK. It should also provide cover for loss of or damage to equipment. Please read your policy details carefully and take them on holiday with you.

Please note that most travel insurance policies do not cover hazardous activities such as ski racing or race training. If you intend to take part in such activities, you must obtain appropriate specialist insurance cover.

Should the SPSRC Coaches/House parents deem necessary, Parents are obliged to travel to any camp within 24 hours of being notified of a child Injury/illness. Costs incurred as a result of this are the sole responsibility of the Parent or his/her Insurance Policy

SPSRC does not check insurance policies. Ski race insurance policies must cover helicopter lift from the slopes both as a condition of race entry and for ski race training.

For the avoidance of doubt, insurance for any Parent travelling with SPSRC is the sole responsibility of the Parent.

Each Trainee/Parent booking on a Snow Camp confirms all requisite insurance has been arranged and paid for prior to departure for the full duration of the applicable Snow Camp.

## 6. CONSENT

By completing the Booking Form you are consenting to the following:-

- (a) video analysis of the Trainee for the improvement of race technique;
- (b) consent to medical treatment and

You are also confirming that the Parental Consent Form, the Trainee Rule Form and the Photo/Video Opt Out Form are up to date and have been submitted with the SPSRC Child Welfare officer

## 7. TRAINEE RULES

The Parent and the Trainee must sign a copy of the Trainee Rules (the "Trainee Rules"). The Trainee Rules can be downloaded from the SPSRC website and must be returned to SPSRC by post or by hand. Such Trainee Rules shall constitute part of the Contract.

Any Trainee who violates the Trainee Rules may at the discretion of SPSRC be dismissed from the camp. In such cases participation fees shall not be refundable and the Parents will be informed about any applicable incident and they shall bear the full costs of the return of the Trainee. Costs incurred as a result of a trainee not being collected within 24 hours of dismissal will be paid for by the parent.

We also bring your attention to the FIS code of conduct:

[http://www.fisski.com/mm/Document/documentlibrary/Administrative/02/04/30/10FISRulesofConduct-English-A4\\_Neutral.pdf](http://www.fisski.com/mm/Document/documentlibrary/Administrative/02/04/30/10FISRulesofConduct-English-A4_Neutral.pdf)

<https://www.kitzbueheler-alpen.com/media/code-of-conduct-en.pdf>

## 8. PARENT CONDUCT

As parents/carers attending SPSRC race/training camps, we ask you to support our Codes of Conduct and embrace the spirit of our Club and the sport:

Parents are expected:

- 1) To support and encourage their child/children to do their best
- 2) To support and encourage other athletes
- 3) To support the SPSRC coaches/house parents and agree it is not the role of Parents on camps to help their child/children prepare for the race (mentally or physically)
- 4) To support the SPSRC coaches and leave technical advice and comments to the SPSRC coaches both on and off the piste, and in the Start area
- 5) To be respectful towards the coach(es)/House parents **and challenge any concerns through the SPSRC committee**
- 6) Not to use inappropriate language or gestures, including foul, sexist, abusive, racist or prejudicial language
- 7) Not to enter the bedroom of any athlete (including your own child/children) for any purpose
- 8) Not to make negative remarks about your child/children, other athletes or SPSRC staff
- 9) Not to challenge decisions made by coaches or team managers whilst they are acting in loco parentis whether this is regarding the coaching, racing or pastoral care (unless a safeguarding concern) and to at all times act reasonably and professionally towards all SPSRC staff

To travel to any camp within 24 hours of being notified, should the SPSRC Coaches/House parents deem this to be necessary

## 9. EQUIPMENT

The Trainee must take with them on the Snow Camp all equipment which is necessary and such equipment must be in full working order. If any equipment is missing or not in full working order then SPSRC will endeavour to contact the Parent but in the event that contact cannot be made, SPSRC reserves the right to purchase such equipment as it deems necessary. Payment for such equipment shall be the full responsibility of the Parent and in the event that SPSRC has to make initial payment for such equipment, the Parent shall fully reimburse SPSRC for all costs.

## 10. FORCE MAJEURE

Except where otherwise expressly stated in these Terms and Conditions, SPSRC regret they cannot accept any liability or pay any compensation, damages, costs or expenses where the performance or prompt performance of their contractual obligations is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature whatsoever as a result of 'force majeure'. In these Terms and Conditions 'force majeure' means any event which SPSRC or the supplier of the service(s) in question could not, even with all due care, foresee or avoid.

Without limitation, such events include acts of God, adverse weather conditions, actual or threatened war, civil strife, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, epidemics, volcanic eruption, failure or negligence of any other entity or

person, airport, port or airspace closures, restrictions or congestion, strikes, criminal activities, flight restrictions imposed by any regulatory authority or other third party, technical problems with transport, adverse or poor snow conditions and all events outside our control.

## 11. LIABILITY

SPSRC shall have no liability for and will not be responsible for any injury, illness, death, loss (for example loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following: -

(i) the act(s) and/or omission(s) of the person(s) affected;

(ii) the act(s) and/or omission(s) of a third party not connected with the provision of the Snow Camp or which were unforeseeable or unavoidable or 'force majeure' as defined above.

SPSRC shall have no liability for and cannot accept responsibility for any loss or damage to personal equipment on their camps. Any equipment brought is at the owners' risk.

SPSRC ski camps are 'adventurous' and its objectives cannot be achieved without a degree of risk. This is understood in any application to attend. However, SPSRC undertakes to use reasonable endeavours to take reasonable steps to ensure the health, well-being and safety of its trainees.

Liability for SPSRC's negligence in tort or contract shall only arise in the event of death or injury.

## 12. DATA USE

By entering a contract with SPSRC you thereby consent to the use, processing, distribution and retention of personal data.

## 13. CHOICE OF LAW

These Terms and Conditions are governed by English law.

SPSRC

By submitting a Booking Form below you agree to the Terms and Conditions detailed above