



# Terms and conditions

## 1. Definitions

<b>The company</b>	Applied Triathlon Coaching or any other division of the explorerJC.com group providing services to the customer.
<b>We/us</b>	Representative(s) of <b>the company</b> providing services.
<b>You</b>	The customer in receipt of services provided by <b>the company</b> .

## 2. General

- 2.1. These terms and conditions relate to any services supplied by Applied Triathlon Coaching, Natural Running Form, Applied Sports Therapy, British Duathlon or any other division of the explorerJC.com group.
- 2.2. These terms and conditions do not relate to training camps – see separate terms and conditions for these services.
- 2.3. All articles, reports, training plans, presentations, videos and images, whether in print or online, are the property of explorerJC.com, are subject to copyright and are provided for fair use by the customer only.
- 2.4. Whilst **we** strive to ensure that all information provided by **the company** is as accurate as possible, **we** accept no liability for any errors or omissions.
- 2.5. The information provided by **us** reflects the opinion of the coach or other company representative and is not to be considered medical advice. Specific medical advice should always be obtained from a professional licensed health care practitioner.
- 2.6. All services are initiated through a process of registration which is an agreement made between **you** and **us**.
- 2.7. On registering for a service, **you** are entering into a contract with **the company** and are bound by these terms and conditions.
- 2.8. Whilst **we** take every reasonable measure to ensure your welfare, **you** participate in all services provided by **the company** at your own risk. Always consult with your doctor before **you** begin any fitness activity.
- 2.9. All fees are to be paid in GB Sterling.

## 3. Athlete coaching

- 3.1. Athlete coaching is an ongoing arrangement between **you** and **the company**, to provide coaching services on a regular basis for a monthly fee, as defined by the agreed level of service.
- 3.2. Athlete coaching is provided to **you** for a minimum period of four months, unless explicitly agreed otherwise.
- 3.3. The monthly fee is payable in advance, by standing order.
- 3.4. **We** will issue **you** with a monthly receipt to acknowledge payment.
- 3.5. If payment is not received, **you** will receive a reminder from us. If payment is not received within fourteen days of the reminder, **we** reserve the right to discontinue athlete coaching.
- 3.6. **The company** reserves the right to apply additional charges for recovery of outstanding fees.
- 3.7. Extra services provided by us, complementary to athlete coaching, are invoiced separately – see Other services.
- 3.8. Additional fees may apply for a programme supplied through Training Peaks.



## 4. Other services

- 4.1. Other services include, but are not limited to, athlete testing, sports massage, running form analysis, running workshops, swimming analysis, educational services, mentoring, reports, articles and nutritional guidance.
- 4.2. Services are provided for a fee, as defined in the service requested.
- 4.3. The fee is payable in advance at the time of booking, by cash or bank transfer.
- 4.4. **We** will issue **you** with a receipt to acknowledge payment.
- 4.5. If payment is not received, **you** will receive a reminder from us. If payment is not received within fourteen days of the reminder, **we** reserve the right to cancel the service.
- 4.6. **The company** reserves the right to apply additional charges for recovery of outstanding fees.

## 5. Equipment

- 5.1. **You** are responsible for providing appropriate personal clothing and equipment.
- 5.2. Where relevant, **you** will provide a clean bike, in good working order, appropriate to the service booked.
- 5.3. **We** will provide appropriate equipment and consumables necessary to support the service booked.

## 6. Cancellation of services

- 6.1. Athlete coaching: **you** must give **us** a minimum of one month notice to discontinue a coaching programme.
- 6.2. Other services: **you** must give **us** a minimum of fourteen days notice to cancel a booking.
  - 6.2.1. **We** will always attempt to reschedule where possible. However, in the event that an alternative date cannot be agreed, **we** will refund the fee in full, minus any third-party costs incurred (e.g. pool lane fees).
  - 6.2.2. **We** are unable to refund fees for services cancelled with less than fourteen days notice.
- 6.3. In the event that **we** have to cancel a service, **we** will refund the fee in full, but **we** are unable to take responsibility for any additional costs incurred by you.

## 7. Force Majeure

- 7.1. Except where otherwise stated in these terms and conditions, **we** regret that **we** cannot accept liability or pay any compensation where the provision of services is prevented or affected as a result of force majeure.
- 7.2. In these terms and conditions, force majeure means any event which **we** could not, even with all due care, foresee or avoid. Such events may include but are not restricted to war, riot, fire, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, scheduling or technical problems with transport, adverse weather conditions, epidemics, or any similar event outside our control.

## 8. Data protection

- 8.1. **We** protect your personal data, complying with the General Data Protection Regulation. For more information, see our privacy policy at <http://www.appliedtri.co.uk/contact>.
- 8.2. **We** will never pass on your personal data to any third party.

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**Version 1.4 dated 27/06/2018.** We reserve the right to update or amend these terms and conditions at any time.

Applied Triathlon Coaching is a division of explorerjc.com.



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explorerjc.com is a UK registered Limited Company, registration number 04431009.