

Terms & Conditions - Motion

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1. Confirmation of general terms and conditions

By registering, the participant explicitly confirms that he/she has read and agrees to the general terms and conditions. The payment of the participation fee is a confirmation of this agreement.

2. The participant agrees to the following:

• Indoor: individual climbing coaching, climbing compass, personalized climbing training plan, workshops and team building As a participant, you accept the elaborated program and coaching by Motion. Failure to comply with important instructions given by a Motion coach may result in immediate termination of the program, without refund. The participant realizes that there are risks associated with the practice of climbing and that they can never all be ruled out, despite the watchful eye of a climbing coach. The participant therefore accepts the possibility of injuries and accidents related to the practice of this sport, without holding Motion responsible for this.

In exceptional cases of illness or a *force majeure* event, Motion may decide to **postpone your coaching**. If this occurs, you will be informed as soon as possible (at least 12 hours in advance). No **reimbursement** is provided, as the coaching will still take place at a different time, scheduled after joint consultation.

Motion may decide to **cancel or postpone an indoor workshop** (i.e. if the minimum number of participants is not reached until at least 2 days before the start of the planned activity, in case of illness of a climbing coach or other unforeseen circumstances). In these cases, you're your registration fee will be **fully refunded**.

• Outdoor: individual climbing coaching, workshops and courses/retreats

The participant accepts the proposed **program** and **location**. These can be adjusted at any time according to the weather, the circumstances, the climbing level of the participants, etc. You will always be informed in advance when the end of a coaching, workshop or course is scheduled. However, it can happen that the end is cut short. The reason for this will always be explained by us. The participant accepts a possible **change of plan** if it is deemed necessary by Motion. The participant accepts the **leadership** of Motion and its coaches. Noncompliance with decisions made by Motion during outdoor activities may lead to exclusion.

Motion makes every effort to ensure that the coaching sessions, workshops and courses/retreats take place in a safe manner. However, the participant must realize that when practising climbing and mountain sports, risks can never be excluded. The participant accepts this **residual risk** for which Motion is not responsible, and which cannot be held liable for any consequences thereof.

Motion can decide to cancel **or postpone an outdoor coaching**, **workshop or course/retreat** in case of not reaching the minimum number of participants and/or a bad weather forecast, up to at least 3 days before the start of the planned activity in Belgium (i.e. 1.5 month in case of our courses/retreats abroad); or in the exceptional cases of illness of the climbing coach + an event of *force majeure*. In all these cases, the registration fee paid will be **fully refunded**, including the amount of the cancellation policy if applicable.

• Online coaching:

In exceptional cases of illness or *force majeure*, Motion may decide to **postpone a coaching**. If this occurs, you will be informed as soon as possible (the latest 12 hours in advance). No **refund** will be provided, as the coaching will still take place at a different time, scheduled after joint consultation.

3. Practical conditions and information

• Indoor: individual climbing coaching, climbing compass, personalized climbing training plan, workshops and team building

• **Online coaching** As a participant, we expect you to inform us truthfully about your **current climbing level** and **climbing experiences** your **injury history** and

climbing level and **climbing experiences**, your **injury history** and **possible health problems**. Only then can we work out a suitable program for you.

Rescheduling **an appointment** can be done free of charge **up to 5 days before** the planned coaching by sending an email to <u>info@motion-</u> <u>coaching.be</u>. If you **do not cancel in time without any valid reason**, that session will expire **without refund**. In case of **cancellation with a valid reason** (e.g. illness, injury, serious accident of spouse/kid), the session will be rescheduled at no extra cost (please notify us **at least 24 hours in advance** by telephone on +32 494/16.22.45).

If you show up late for your coaching, your climbing session will automatically be shorter due to scheduled coachings with other climbers on fixed starting times.

All **practical information** about individual climbing coaching, climbing compass trajectories, training plans, workshops, team buildings and

online coaching can be found on the <u>Motion website</u> and/or will be communicated to you via email after registration.

• Outdoor: individual climbing coaching, workshops, courses/retreats As a participant, we expect you to inform us truthfully about your current climbing level and climbing experiences, your injury history and possible health problems. Only then can we work out a suitable program for you.

Rescheduling **an individual outdoor coaching** can be done free of charge **up to 10 days before** the planned coaching by sending an email to info@motion-coaching.be. If you **do not cancel in time without any valid reason**, that session will expire **without refund**. In case of **cancellation with a valid reason** (e.g. illness, injury, serious accident of spouse/kid), the session will be rescheduled at no extra cost (please notify us **at least 48 hours in advance** by telephone on +32(0)494/16.22.45).

If you show up late for your coaching, it will be impossible for Motion to bear the consequences and your climbing session will automatically be shorter.

For some outdoor activities, a given climbing level is required whether or not in combination with an official **climbing skill certificate**; this will always be clearly stated on <u>our website</u> for the applicable activity.

During all our **outdoor climbing activities in Belgium**, a **membership** of the **Climbing and Mountaineering Federation (KBF)** is mandatory. It offers you an extensive mountaineering insurance and allows you access to the Belgian crags. For more information on a KBF membership, go to <u>www.klimenbergsportfederatie.be</u>.

During all our **outdoor climbing activities abroad**, a personal climbing insurance **is mandatory**. KBF membership covers climbing accidents worldwide, but any other mountaineering insurance that covers climbing accidents in the respective country of activity, is fine.

All practical information about outdoor climbing can be found on the <u>Motion website</u> and/or will be communicated to you via email after registration.

4. Registration and payment

- Indoor: individual climbing coaching, climbing compass, personalized climbing training plan, workshops and team building
- Online coaching

Your registration is only **valid** when Motion has **received the payment**. For the majority of our activities, payments can be made via our online payment platform *Mollie*. However, payment details can also be sent by email. If your payment is not received in time, your place can still be taken by other participants. Motion will send maximum one reminder email for your payment. If we don't receive your payment in time (i.e. before the coaching), we are unfortunately forced to cancel your inscription.

• Outdoor: individual climbing coaching, workshops and courses/retreats

Your registration is only **valid** when Motion has **received the payment**. You can register for the outdoor workshops and courses/retreats as long as they are not fully booked (options for waiting list). You will receive the payment details for our outdoor climbing activities via email. If your payment is not received in time, your place can still be taken by other participants. Motion will send maximum one reminder email for your payment. If we don't receive your payment in time, we are unfortunately forced to cancel your inscription.

5. Cancellation policy

This only applies if explicitly stated in the program section on the website (F.e. outdoor courses and retreats).

Our given registration fees do not include cancellation costs and the associated cancellation policy. If you wish to have a **cancellation policy**, you must add an additional cost when making the payment. The amount of our cancellation policy is max. **5% of the total registration fee**.

If <u>the cancellation policy has NOT been paid</u>, the full registration fee will be retained if the participant cancels. If <u>the cancellation policy HAS been paid</u>, the registration fee will be refunded **in case of a 'valid cancellation'**, minus the price of the cancellation policy and 25 euro **administration costs**. The applicant receives a refund* if – between the date of payment of the registration fee and the start of the activity – his/her participation is cancelled as a result of an event described below, which was not foreseeable at the time the registration was done:

- in case of illness or serious injury of the insured participant; a serious accident or death of the insured, his/her spouse and/or child. A doctor's certificate will be asked.
- In case of significant and accidental damage to the insured's property in his/her home country, which makes his/her presence imperative.

The applicant will not be refunded in case of cancellation due to exams, work/relation-related problems, the withdrawal of a fellow participant, and other similar situation.

* refund includes only your registration fee (not additionally made transportation or other costs)