

## Terms and Conditions V1.2

(version controlled)

<b>Post holder responsible for Policy:</b>	Business and website owner
<b>Author of Policy:</b>	Peter Wilby
<b>Checked and counter signed by:</b>	Laura Wakeham
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### Terms and Conditions

These Terms and Conditions govern the customers use of the PeteWilbyTriathlon coaching service and website. By visiting the PeteWilbyTriathlon website the customer accepts, and agrees to, the content of these Terms and Conditions.

PeteWilbyTriathlon reserves the right to change the Terms and Conditions at any time and it is the customers responsibility to check regularly before ordering. This does not affect any statutory rights.

These Terms and Conditions cover the following:

1. Paid Services for Non-members
2. Unpaid services for members or non-members
3. Member benefits
4. Time of services
5. Credits for volunteering
6. Sharing private services

#### 1. Paid Services for Non-members

PeteWilbyTriathlon charges for the following services through the website:

- Swim adventures
- Private swim adventure
- OWS (open water swim coaching) - Beginner, Experienced, Juniors (Level 1, 2 & 3) and 121 sessions
- Pool coaching - 121 sessions at Teignmouth lido, Pool Squad at Plainmoor
- 750m time trials (OWTT)

- Training Plans
- Annual Team Membership

If a service does not go ahead PeteWilbyTriathlon will take responsibility to refund the amount in full. If for any reason, more than 24 hours before the service starts - other than the service not going ahead - the customer decides to cancel, it is the customers responsibility to do so using the conformation email that is automatically sent by the booking system at the time of booking, in doing so the customer will automatically be refunded in full. If decides to cancel less than 24hours before the service starts, the customer will not receive any refund.

## 2. Unpaid services for members or non-members

- Pool coaching - 121 Dawlish, 121 Plainmoor
- Other sessions - arranged by appointment

PeteWilbyTriathlon will capture the customers card details on booking but not charge for the service. The customers unpaid booking is conformation of the appointment. The customer will receive a booking conformation email. When the customer arrives at the venue it is the customers responsibility to pay the venue staff for the service. If the customer does not pay PeteWilbyTriathlon reserves the right to charge the advertised amount to the captured card on file.

If a service does not go ahead, PeteWilbyTriathlon will take responsibility to inform the customer in good time and arrange a new appointment. If for any reason, more than 24 hours before the service starts - other than the service not going ahead - the customer decides to cancel it is the customers responsibility to do so using the conformation email. If the customer decides to cancel less than 24hours before the service starts or does not show at an appointment, PeteWilbyTriathlon will charge the advertised amount to the captured card on file.

## 3. Members benefits

Team members have full access to all the services described above. Members also are rewarded with additional benefits.

- Discounted swim adventures
- Discounted training sessions (OWS Experienced, Beginner and pool squad)
- Discounted private adventure swims
- £20 credit towards PeteWilbyTriathlon logo on trisuit
- Discounted CircleOne wetsuits

### - Discounted Swim Adventures, Training Sessions and Private Adventures

Services booked on the member benefits page have the same 24h cancellation policy as described for non member bookings. The customer takes responsibility to book and cancel for a refund via the booking conformation email.

- **£20 credit towards PeteWilbyTriathlon logo on trisuit**

The customer can decide to download the logo from the member benefits page of the website or buy a pre-printed PeteWilbyTriathlon garment. When this has been inspected by PeteWilbyTriathlon staff the customer can ask to apply £20 credit to all or some of any of the services offered. This is only available once in a year.

- **Discounted CircleOne wetsuits**

A discount of 25% off the full price advertised by CircleOne will be given to team members. The customer is responsible for choosing the correct size using the CircleOne size chart. The wetsuit can be tried on while all labels are attached but not used. If the wetsuit needs to be changed for another size PeteWilbyTriathlon will take responsibility of changing it at no cost to the customer. PeteWilbyTriathlon will not refund a used wetsuit. The athlete has full rights to use the CircleOne warranty at any time but this is direct with CircleOne.

#### **4. Time of service**

The start time of services will remain a condition of agreement. A change of the start time by PeteWilbyTriathlon will count as the session not going ahead and the customer will receive a refund on request up until 24 hours before the new start time. If the new start time is within the 24 hours cancellation time the customer will be able to receive a refund or accept the new start time up until the service starts. If a start time is changed by PeteWilbyTriathlon and the customer does not ask for a refund before the new start, no refund will be given.

Services will, at times, run for longer or shorter than advertised. This can be due to a number of factors out of the control of PeteWilbyTriathlon or the customer. This will not affect any contracts. No refunds will be given for services running for less time than stated. No additional charges will be placed for services running longer than stated.

Private adventure swims will take no longer than 3 hours. It is the responsibility of PeteWilbyTriathlon to contact the customer in the case it may take longer. In this case the customer will be asked to pay £30 per hour for the additional time or buy two back to back private adventure swims (whatever is deemed the best).

For a private adventure swim that does not take much time, it is possible to book back to back open water 121 sessions for £20 per half hour. This should be discussed on booking.

#### **5. credits for Volunteering**

Customers or non customers can ask to volunteer at PeteWilbyTriathlon OWTT events and other services. For volunteering at OWTT events, the customer can ask for a credit, to the value of the full (non member) value of entering the event, to be used on another a PeteWilbyTriathlon service. The credit can be used for any service except 121 coaching. The credit must be used within 12 weeks of attaining.

## 6. Sharing private services

The private services offered by PeteWilbyTriathlOn are:

- 121 swim technique at Plainmoor
- 121 swim technique at Dawlish
- 121 swim technique at Teignmouth Lido
- 121 open water swimming at Teignmouth Beach
- Private adventure swims
- Training plans
- Other private disciplines (bike, run, strength)

All the private services listed are designed for one customer. The fee for the services applies per customer and the customers partaking on the services are limited to one. Training plans are bespoke for individual customers and therefore can not be shared and are the intellect property of PeteWilbyTriathlOn.

It is possible for the customer to share the following services with **one other**, providing it is agreed with PeteWilbyTriathlOn prior to the services taking place:

- 121 swim technique at Plainmoor
- 121 swim technique at Dawlish
- 121 swim technique at Teignmouth Lido
- 121 open water swimming at Teignmouth Beach
- Private adventure swims

*Note: the terms have change from sharing with two others to one other due to safety considerations*