

SwimWild Terms and Conditions

BOOKING AND PAYMENT

A1. YOUR RESERVATION

A1.1 When you make a booking and pay your deposit or full payment (as applicable), we will reserve your trip on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only when we send our Confirmation Invoice to you. Prior to doing so, you may receive a provisional confirmation that your booking has been received. Any such provisional confirmation simply indicates that we are dealing with your booking request and is not a confirmation of it. We will usually be able to issue a Confirmation Invoice within 14 days of receipt of your booking. Please contact us if for whatever reason you have not received a Confirmation Invoice within 14 days of receipt of your booking. We reserve the right to refuse a booking without giving any reason and in such circumstances will return any monies paid at the time of booking.

A1.2 Please check your Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so.

A1.3 Any contract for a group booking is with the "Lead Name" as shown on the Booking Form and the Lead Name is responsible for ensuring that other members of his/her group are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.

A2. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A2.1 We reserve the right to alter prices shown in any of our marketing literature or on our website and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions and we particularly draw your attention to the clause A2.4 below in relation to surcharges.

A2.2 When you make your booking you are required to pay a deposit which will vary depending on the specific trip that you wish to book. If your trip is due to commence within 8 weeks of your booking then the total price shall be payable at the time of booking. In any event the balance of the total price of your trip must be paid at least 8 weeks prior to travel commencing. Your

booking will not be confirmed until we receive your deposit and if the balance is not paid by the due date then we shall cancel your booking and retain any deposit.

A2.3 Payments can be made by electronic transfer to our bank account. However, in the event that payments can be made by credit or debit card via a secure payment system or on-line, we do not store credit card details and we do not share such details with any 3rd parties. Any such payments are made subject to the terms and conditions of the secure payment system provider. Whilst we do not charge for debit card payments or for payment of the deposit by credit card, we do make a charge of 1.6% (subject to change) on any payment of the balance of your trip made by credit card.

A2.4 Changes in transportation costs (including the cost of fuel) dues, taxes, fees, exchange rates or supplier costs mean that we reserve the right to alter the price of your trip even after the issue of our Confirmation Invoice. No alteration shall be made to the price of your trip within 30 days prior to the trip commencing, except in the circumstances as detailed above. We will absorb and you will not be charged for any increase equivalent to 2% or less of the total price of your trip (excluding any amendment charges). You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the total price of your trip (excluding any amendment charges), you will have the option of either:-

A2.4.1 accepting a change to an alternative trip if we are able to offer it. If any alternative trip is of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price, or

A2.4.2 cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges. If due to changes in costs etc as mentioned above, the price of your trip goes down by more than 5% of the total price of your trip (excluding any amendment charges), then any refund due will be paid to you. However, please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your trip due to contractual and other protection in place.

B. CHANGES AND CANCELLATION BY US

B1. IF WE CHANGE YOUR TRIP ARRANGEMENTS BEFORE DEPARTURE

B1.1 We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation Invoice. We plan arrangements a long time in advance of trips commencing using independent suppliers such as hotels and transport providers etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor and, in particular, we will normally regard changes to itineraries, programmes and accommodation suppliers, to

be minor changes. However, if we consider any changes to be a “Significant Change” we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a change of accommodation to that of a lower category and/or price or a significant change of destination.

B1.2 In the case of a Significant Change before your departure we will provide you with three alternatives:-

B1.2.1 alternative trip of equivalent or of very closely similar standard and price, if available, or

B1.2.2 alternative trip of a lower standard together with a refund of the difference in price; or

B1.2.3 cancel your trip with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control where clause H1 will apply.

B2. IF WE CANCEL YOUR TRIP

B2.1 In the unlikely event we need to cancel your trip we will tell you as soon as possible. However we will not cancel your trip less than 30 days before the start date unless it is for a reason outside our control as provided in clause H1. If we have to cancel your trip we will provide you with three alternatives:-

B2.1.1 alternative trip of equivalent or of very closely similar standard and price, if available, or **B2.1.2** alternative trip of a lower standard together with a refund of the difference in price; or

B2.1.3 cancel your trip with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control (in which case clause H1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B2.2 applies.

B2.2 We regret that some trips shown on our website or in our marketing literature can only be operated if a sufficient number of people book them. If there is insufficient demand, we have the right to cancel the trip in question. If we have to do so, we will tell you as soon as possible and normally no later than 8 weeks prior to the start date. In this situation, you will then have the choice of having a full refund of all monies paid or, if possible, the same trip starting on a different date. Where we cancel for lack of numbers in accordance with this clause B2.2, no compensation or other amounts (for example, the cost of any travel arrangements you have made independently) will be payable.

B3. CHANGES DURING THE TRIP

By its very nature open water swimming requires a significant degree of flexibility on your part as, whether or not a swim can proceed, is largely

dependent on weather conditions and currents. In the circumstances changes or cancellations can be made at the last minute. Our guides or any third party operating a swim will determine if a swim can proceed and you will be expected to comply with their instructions.

C. CHANGES AND CANCELLATION BY YOU

C1 IF YOU CHANGE YOUR BOOKING

C1.1 If you want to change your trip arrangements in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply an administration charge of £25 per change for each person on the booking requiring a change together with any further costs we incur, for example with our suppliers, in making any change

C1.3 Any booking discount you may have received at the time your original booking was made may be altered or reduced whenever changes are made if such discount has since been altered, reduced or withdrawn.

C2 IF YOU CANCEL YOUR BOOKING

C2.1 If you wish to cancel all or part of your booking, you must write to us. If some or all of your party cancel their booking or we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table set out in clause D. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell your place on the trip.

C2.2 Any voluntary charitable donations made as part of your booking are passed on to the charity automatically at the time of booking and are non-refundable.

C2.3 If you or anyone included within your booking is unable to go for any reason or decides that he/she does not want to travel, you may be able to transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:-

C2.3.1 You must write to us with full details of who cannot or does not want to take part in the trip and who you would like to go instead. We must receive this information at least 30 days before the trip starts.

C2.3.2 If the change can be made, you will have to pay an amendment fee of £25 per person named on the booking together with any extra costs we incur or are asked to pay in order to make the change.

C2.3.3 Anyone who takes part in a trip in place of anyone who was originally due to take part must agree to these Booking Conditions and any other

requirements which apply to the booking before the change can be finalised. If the full cost of the trip should already have been paid when the change is requested but has not been, this must also be paid before the change can be finalised.

C2.3.4 We may be unable to transfer the booking if the sex of the replacement is not the same as the original person on the booking due to the fact that we often used shared accommodation.

D. CHARGES AND COMPENSATION

The following table sets out the sums payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your travel arrangements as a result of:- (a) matters outside of our control when clause H1 shall apply or (b) where your booking was accepted "subject to availability" or similar and the travel arrangements are not available or clause B2.2 applies

Period before start date of package in which notice of cancellation or Significant Change is received

Amount you will receive from us if we make a Significant Change

Amount you will receive from us if we cancel

Our cancellation charge if you cancel:

– with more than twelve month's notice: SwimWild will return all monies paid

– with 56 days up to twelve month's notice: SwimWild will retain deposit payment

– with 19-55 days notice: SwimWild will retain 70% of total holiday price for each person in the group who cancels

– with 0-18 days notice: SwimWild will retain 100% of total price for each person in the group who cancels. NOTE "total price" means the total price payable by each person for the holiday (including any supplements paid).

E. LIMITATION OF OUR LIABILITY TO YOU

E1 We will not be liable where any failure in the performance of the contract is due to:

E1.1 you; or

E1.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or

E1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

E2 Our liability, except in cases involving death or personal injury, shall be limited to a maximum of 2 times the cost payable to us for your trip.

E3 Should you or any member of your party suffer illness, personal injury or death attributable to a third party unconnected with the provision of our services, or as a result of failures due to circumstances beyond our control, we will offer you such advice, guidance and assistance as is reasonable in

the circumstances.

E4 Our liability will also be limited in accordance with and/or in an identical manner to:-

E4.1 the contractual terms of the companies that provide the transportation or accommodation or other services for your trip which are incorporated into and form part of your contract with us; and

E4.2 any relevant international convention, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in these or any other such conventions.

E5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of the trip arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

E6 The provisions of clauses E1 to E5 inclusive are in addition to any other limitation of liability contained in these Booking Conditions.

E7 Nothing in these Booking Conditions effect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H5

F. YOUR RESPONSIBILITIES

F1. SPECIAL REQUESTS

If you have a special request, we will do our best to help, but we cannot guarantee it. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your trip, it must be specifically agreed with us before or at the time you book. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your trip commencing or should be paid for locally.

F2. YOUR DOCUMENTATION

F2.1 You are responsible for ensuring that you and all other persons included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. In particular many countries require that your passport is valid for at least 6 months beyond the date of

travel. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of travel commencing.

F2.2 You are responsible for ensuring that all details passed to us for all members of your party for the purposes of your booking and documentation generally are complete and accurate. If information that you supply to us is inaccurate then you may not be allowed to take part in the trip and you will not be entitled to any compensation.

F2.3 We will send out final details of your trip a few weeks before the start date. Please ensure that you contact us if you have not receive a final itinerary and other necessary documentation 21 days before the trip commences.

F3. HEALTH & FITNESS PRECAUTIONS

F3.1 All of our trips require a certain degree of physical fitness and, in some cases, experience of open water swimming. Whilst we endeavour to give guidance as to the likely levels of fitness and experience required, it is only guidance and it is your responsibility to ensure that you have the levels of fitness and experience required for any particular trip that you book. If you are in any doubt please consult your doctor. We, and those retained by us to supervise any trips, have an absolute right at any time (even after a trip has commenced) to prevent you from undertaking any particular part of the trip or the whole trip if we reasonably believe that you do not possess the necessary levels of fitness and experience. In such circumstances we shall not be liable for any losses or compensation arising.

F3.2 You must provide us with full details of any existing medical or physical problem (including unusual height or weight) or disability that may apply to any member of your group and which affect your arrangements (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If in our reasonable opinion, your chosen arrangements are not suitable for the medical or physical problem or disability or you are not travelling with someone who can provide all assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain parts of a trip, in which event we shall not be liable for any losses or compensation arising.

F3.3 If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to or a new medical or physical problem or disability that arises after booking, then we can also cancel the booking when we find out the full details if in our reasonable opinion the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out in clause D must be paid by the person concerned.

F3.4 We will need full details from you of your travel insurance and any

illness, medication currently being taken, known medical conditions and allergies. This information must be supplied at the time of booking (if the trip commences less than 8 weeks after the date of booking and in any other event must be supplied to us at least 8 weeks prior to the trip commencing. This information is required purely to assist in the case of an emergency and will otherwise be kept strictly confidential.

F4. INSURANCE

We consider comprehensive travel insurance to be essential and you must have such insurance to cover, in particular, illness, accident, emergency repatriation, cancellation, lost luggage and delays. Such insurance must cover you for open water swimming. We require you to produce evidence of such insurance being in place on the first day of the trip and reserve the right to treat your booking as cancelled in the event of you failing to provide such evidence and you will have to pay full cancellation charges (see clause D). Travel insurance is widely available and insurance providers will have a policy available for you to purchase. Please read your policy details carefully and take them away with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

F5. BEHAVIOUR

You must be responsible for the behaviour of yourself and your party. In particular we require that all our customers abide by any event rules or other codes of conduct (which will be forwarded to you with your Confirmation Invoice or, if not, prior to the trip commencing) and any other regulations that we may reasonably have in force in respect of the event in question and all instructions given by those supervising any event. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your group by terminating your trip if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any our suppliers, or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your trip due to such unacceptable behaviour or any failure to follow regulations or instructions. In this situation we will then have no further responsibility for you or any other member of your party.

F6. GETTING TO THE START POINT

It is your responsibility to get to the start point at the correct time.

G. IF YOU HAVE A COMPLAINT

If you have cause for complaint whilst on our trips, you must bring it to our attention immediately. We will do our best to rectify the situation. If your complaint is not resolved immediately, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other

relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

H. MISCELLANEOUS

H1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include bad weather, adverse water conditions or marine activity, pollution to waters, unavoidable technical problems with transport or accommodation, war or threat of war, civil strife, industrial disputes, natural disaster, epidemic or terrorist activity.

H2. DATA PROTECTION

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to your religion or health, may be “sensitive personal data” within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of you or anyone else in the group. From time to time we may contact you by post with information about special offers or forthcoming trips. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Alice Goodridge.

H4. PHOTOGRAPHY AND COMMENTS

We may take photographs of you during the course of any particular trip and may use such photographs on our website or for our own marketing purposes. Likewise, if you supply any photographs or written comments to us about our trips, we may occasionally use them on our website or for other marketing purposes. Please write to us if you would prefer that we do not use any such photographs or comments.

H5. JURISDICTION/GOVERNING LAW

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection

with your booking or travel must be brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking.

H6. COMMUNICATION

Generally much of our communication with you is by email and this applies particularly in respect of confirmations or itineraries and changes and subsequent information that needs to be sent to you. It is your responsibility to retain copies of all communications that you receive from us electronically relating to your trip and contact us if you have not received our Confirmation Invoice within 2 weeks of making your booking or final trip details at least 2 weeks prior to commencement. We cannot be responsible for any losses arising from a failure by you to receive email communications on account of technical problems, traffic congestion on the Internet or on any Website, problems with or technical malfunction of any telephone network or lines, computer equipment, software, systems, servers or providers. A group email is sent approximately 4 weeks before your trip to introduce you to the other guests on the tour. Should you wish to opt out then please e-mail us to notify us of your decision to opt out.

PRIVACY POLICY

The web site and all media related electronic portals such as Facebook are operated on behalf of SwimWild which is an independent sports event and holiday operator. SwimWild is committed to protecting your personal data and this Privacy Policy outlines the type of information that is collected by SwimWild and how it may be used. The Policy also tells you what to do if you do not want your personal information i.e. your name and address collected when you visit our website and how you can alter information you have already provided to us.

Your Consent to our Privacy Policy

By using our website (when applicable) you signify that you agree with the terms of our Privacy Policy as detailed on our website and any other company literature.

Personal Information

As used in this Privacy Policy, Personal Information means personally identifiable information such as your name, street address, telephone number, credit card information and e-mail address. When you provide us with your personal information you are authorising us to use that information

in accordance with the terms of this Privacy Policy. This includes your right to limit our use of the personal information as described in this Policy and to request access to the personal information we have collected in this site.

How We Use Your Information

When you supply us with your personal information in this website, we will use it for the express purpose for which it was collected such i.e. to send you a brochure or to process your booking. It may also be used by us to send you information and/or offers about our holidays which we believe may be of interest to you unless you have ticked the relevant box to indicate that you do not wish to receive such information.

On-line Booking Form

In order to process your booking we require your e-mail address to send you confirmation of your booking. You will also receive e-mail newsletters from us detailing new tours, special offers, late availability places on specific locations unless you tick the opt out box. We will also send out a group e-mail approximately four weeks prior to departure to all the guests on a tour which forms part of the introduction process and often guests find they live in relative proximity to each other and elect to travel together. Should you wish to opt out of this then please e-mail the office on info@swimwilduk.com. We also collect your credit card number and expiration date in order to process a payment for your booking along with telephone numbers so that we can discuss any and all details concerning your booking. This information is equally used for any postal information required in that we may use the telephone numbers stored to confirm that the correspondence has arrived.

Contact Us

If you send an e-mail from any area of our website, we will use your e-mail address to respond to your query and it will be added to our database.

Cookies

You may have heard of cookies that are essentially text files that our website may send to your hard drive while you are logged on. SwimWild may use cookies to collect information during your web visit such as the particular areas you have visited and what country you reside in. We collect this information to focus our site and products with your best interests and cookies are never used to collect information of a private nature such as your payment card details.

Security of Information

We take all responsible precautions to keep your personal information secure. All personally identifiable information is subject to restricted access to prevent unauthorised access, modification or misuse.

Who To Contact

Please write to Alice Goodridge at alice@swimwilduk.com if you have any comments or questions about our Privacy Policy or you would like to update or correct your personal information or remove yourself from our electronic or postal mailing list.

Analytics

This website uses Google Analytics which is a service provided by Google that uses text files (cookies) that are placed on your computer to assist how the site is used. The information generated by the cookie about your use of the website which includes your IP address will be transmitted to and stored by Google on servers in the United States of America. Google will use this information for the purpose of evaluating your use of the website and will compile reports on your web activity for other website operators who may have different but related services. Google may also transfer this information to third parties where required to do by law or where such third party process information on Google's behalf. Google will not associate your IP address with any other data held by them, and you may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this you may not be able to use the full range of functionality on this website. By using this website you consent to the processing of data about you by Google in the manner and for the purposes set out above.