

UltraSwim 33.3

Terms and Conditions

Booking conditions for UltraSwim 33.3 event packages.

UltraSwim 33.3 Booking Conditions

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UltraSwim 33.3

Booking Conditions INTRODUCTION

Your contract is with UltraSwim 33.3 Limited a company registered in England and Wales with Company Number 14767034 and having its registered office at UltraSwim 33.3 Limited, FMG - Lower Floor, Clarendon Mansions, 80 East St, Brighton, BN1 1NF, UK.

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions

A. BOOKING AND PAYMENT FOR EVENT ENTRY

A1. YOUR ENTRY

A1.1 When you make a booking and pay your deposit or full payment (as applicable), we will reserve your entry 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 7 days of receipt of your booking. Please contact us if for whatever reason you have not received a Confirmation Invoice within 7 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.

A2. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A2.2 In order to secure your place on an event, you are required to pay a deposit the amount of which may depend on the event that you wish to enter. Please note that your space is not confirmed until we receive your deposit payment. The final balance payment for your event will be due one month after the deposit is paid. If your balance payment is not received by the due date, or within 14 days of an invoice being raised, then we reserve the right to cancel your booking-

A2.3 Full Entry Payments for all packages, can be made via our website via stripe with credit or debit card via a secure payment system, or via bank transfer. If your booking includes additional hotel nights, single occupancy or partner package we will email you a stripe payment link with the specific amount. We do not store credit card details nor do we share such details with any third parties. Any such payments are made subject to the terms and conditions of the secure payment system provider. For bank transfers: Information on request to: ultraswim333@gmail.com

B. CHANGES AND CANCELLATION BY US

B1. IF WE MAKE A SIGNIFICANT CHANGE TO THE EVENT BEFORE DEPARTURE, THAT MEANS YOU WOULD NEED TO CHANGE YOUR TRAVEL ARRANGEMENTS TO OR FROM THE VENUE

B1.1 We hope and expect to be able to provide you with all the services we have confirmed to you. We plan arrangements a long time in advance of events 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.

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

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

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

In all 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 THE EVENT

B2.1 In the unlikely event we need to cancel your event we will tell you as soon as possible. If we have to cancel your event we will provide you with two alternatives:

B2.1.1 alternative event of equivalent or of very closely similar standard and price, if available, or

B2.1.2 cancel your trip with a full refund of all monies paid.

In all 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.

B3. CHANGES DURING THE EVENT

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 Race Director 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 arrangements in any way you must inform us in writing as soon as possible to ultraswim333@gmail.com

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.

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 your entry , you must write to us. If some or all of your party cancel their entry or we are entitled to treat your entry 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 at the event.

C2.2 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 event and who you would like to go instead. We must receive this information at least 90 days before the event starts.

C2.3.2 If the change can be made, you will have to pay an amendment fee of €50 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 an event 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 event entry 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 use 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 event entry as a result of:-

(a) matters outside of our control when clause H1 shall apply

Period before start date of event in which notice of cancellation or Significant Change is received	Cancellation terms if YOU cancel	Cancellation terms if WE make a significant change or cancel the event
Cancellations 62 days prior to the start of the event:	<p>1 - "Roll over" your entry to another UltraSwim 33.3 event in the future, with no increase to your Entry and package cost.</p> <p>OR</p> <p>2 - A refund on the Entry Payment. Minus a 5% charge for bank charges.</p>	<p>In the unlikely event we need to cancel your event we will tell you as soon as possible. If we have to cancel your event we will provide you with two alternatives:</p> <p>1 - "Roll over" your entry to another UltraSwim 33.3 event in the future, with no increase to your Entry and package cost.</p>
Cancellations less than 62 days before the first day of the event:	<p>1 - Roll over your entry to another UltraSwim 33.3 event in the future, with no increase to your Entry and package costs.</p> <p>OR</p> <p>2 - A refund on the Entry Payment. Minus a 20% cancellation charge to go towards our fixed and non-refundable costs (eg the hotel).</p>	<p>OR</p> <p>2 - A full refund on the Entry Payment.</p>

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 the entry fee whether paid or not in full.

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 accommodation or other services for your event 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-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 event are not part of the event 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 affect 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 you, or 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 event and you will not be entitled to any compensation.

F2.3 We will send out details of your event a few months before the start date. Please ensure that you contact us if you have not received a final itinerary and other necessary documentation 2 month before the event commences.

F3. HEALTH & FITNESS PRECAUTIONS

F3.1 All of our events require a certain degree of physical fitness and 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 event that you book. If you are in any doubt please consult your doctor. We, and those retained by us to supervise any events, have an absolute right at any time (even after an event has commenced) to prevent you from undertaking any particular part of the event or the whole event 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 we have the right to refuse to accept the booking or you may not be able to participate in certain parts of a event, 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 any illness, medication currently being taken, known medical conditions and allergies. This information must be supplied at the time of completing the full entry information and 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 we strongly recommend that 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.

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 event 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 of 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 event venue at the correct time.

G. IF YOU HAVE A COMPLAINT

If you have cause for complaint whilst on our events, 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 name 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 event 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.

For the most accurate and up-to-date travel advice relating to each of the locations in which we operate, we closely monitor all travel updates and warnings issued by the Foreign and Commonwealth Office (FCO) of the UK government. A decision on whether or not we run an event in a particular location is always based on the advice of the FCO.

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 transfer and hotel 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 2018. 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 via email with information about new events. 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 ultraswim333@gmail.com

H3. PHOTOGRAPHY AND COMMENTS

We may take photographs of you during the course of any particular swim 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 events, 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.

When uploading photographs to our shared event folder all photos are shared with other swimmers, and the organisation.

H4. 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.

H5. PERSONAL INFORMATION & COMMUNICATION Generally much of our communication with you is by email and WhatsApp 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 event and contact us if you have not received our Confirmation Invoice within 2 weeks of making your booking or final swim 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 WhatsApp is set up approximately 6 months before your event to introduce you to the other swimmers on the event. Should you wish to opt out then please email ultraswim333@gmail.com

Information and content that you share or post may be seen by other Members. We are not obligated to publish any information or content on our Service and can remove it with our sole discretion, with or without notice.

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