



Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions

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Swim Guide(s): MONSTER SWIMS LIMITED employees, agents or self-employed consultants or representatives who have been appointed to guide the swims of the Customers.

Swim(s): the activities arranged by MONSTER SWIMS LIMITED for the Customer

Booking: the Customer's booking for Services including making the Deposit Payment.

Business Day: a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.

Commencement Date: has the meaning given in clause 3.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 20.

Contract: the contract between MONSTER SWIMS LIMITED and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or groups of persons specified by the Lead Guest or otherwise referred to as "You" throughout these Conditions.

Deposit Payment: means a non-refundable sum as quoted by MONSTER SWIMS LIMITED to the Customer in the Booking Invoice.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Force Majeure: means anything including, but not limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic, terrorist attack, civil war, civil

commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, industrial dispute, natural or nuclear disaster, fire, government action, chemical or biological or biological contamination or sonic boom, extreme weather and its effects or conditions which make normal operations impossible to continue or dangerous.

Intellectual Property Rights: means all intellectual property rights, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Lead Guest: the person making the Customer(s) Booking who shall be MONSTER SWIMS LIMITED's principal contact in relation to all matters in respect of the Contract.

Quotation: means an estimate of the price for the Booking submitted by MONSTER SWIMS LIMITED to the Customer prior to the Contract being made.

Services: the Swim related services to be provided by MONSTER SWIMS LIMITED, its agents or contractors as detailed in the Booking Confirmation.

MONSTER SWIMS LIMITED is the trading name our registered company number and address is 17132829 and 6 The Burrows, Porthcawl, CF36 5AJ otherwise referred to as "We", "Us", "Our" throughout these Conditions.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI2003/2426) as amended.

1.2 Interpretation

1.2.1.A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.2.Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limited the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3.A reference to writing or written includes any communication sent e-mail.

2. This Agreement

This Agreement is made between MONSTER SWIMS LIMITED and the Customer in accordance with the Conditions.

3. Your Contract

3.1. Any Quotation submitted to the Customer will not constitute an offer and shall remain valid for the period stated therein but if no period is specified such Quotation shall be valid for the date of issue.

3.2. The Booking constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

3.3. A contract shall only be deemed to be accepted when MONSTER SWIMS LIMITED confirms the booking via email and a payment has been received.

3.4. The Lead Guest confirms and warrants to MONSTER SWIMS LIMITED that it is authorised to make the Booking on behalf of the Customer and the Lead Guest confirms that it will ensure that all members of the Customer's group shall always comply and adhere with the provisions of these Conditions.

3.5. At the time of Booking, the lead guest will be required to provide their personal details and confirm that they have accepted these Conditions on behalf of the Customer's group. We will send all correspondence to the Lead Guest and we will consider you responsible for keeping all group members informed.

3.6. Any matters relating to the Booking will be sent via email to the Lead Guest. The Lead Guest shall ensure that all emails are read and adhered to in accordance with these Conditions. Unless informed otherwise, it will be deemed by us that all emails have been received and understood. We cannot accept failure to adhere to our Conditions due to incorrect contact details or inactive email accounts or any technological issues or malfunctions (as the case may be).

3.7. If any information given on the Booking Confirmation or any other document appears to be incorrect or incomplete, you must inform us immediately, as it may not be possible to make changes later. We cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of us sending it to you as it is your obligation to ensure the terms of the Booking and any additional information provided by MONSTER SWIMS LIMITED to the Customer are complete and accurate.

3.8. These Conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless confirmed by us to you in writing.

3.9. We may need to update these Conditions from time to time and therefore we reserve the right to amend these Conditions if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. Where we do, we will notify and advise you of the change in any event.

3.10. We cannot accept Bookings by persons under the age of 18.

3.11. MONSTER SWIMS LIMITED employees or agents are not authorised to make any representations concerning the services unless confirmed by MONSTER SWIMS LIMITED in writing.

3.12. Any typographical, clerical or other omission in any sales literature, Quotation, Booking

Confirmation, invoice or other document issued by MONSTER SWIMS LIMITED should be subject to correction without any liability on the part of MONSTER SWIMS LIMITED .

4. Quotations, Booking & Payments

4.1. MONSTER SWIMS LIMITED will provide the Customer with a Quotation detailing the price, and a draft Swim programme which will be amended where necessary to suit your individual/group needs.

4.2. Once the Swim programme and the Quotation has been agreed, MONSTER SWIMS LIMITED will issue an invoice to the Customer along with Pre course forms for completion by the customer.

4.3. Upon receipt of the signed copy of the Pre course form and payment of the invoice, the booking is considered confirmed.

4.4. If your Booking is made more than 4 months from the date of your Swim commencing at MONSTER SWIMS LIMITED we shall only require a Deposit Payment to secure the Booking. The balancing payment must be made no later than 1 week prior to the date of your swim at MONSTER SWIMS LIMITED .

4.5. Payments can be made to MONSTER SWIMS LIMITED by bank transfer only.

4.6. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Customer's Responsibilities and Obligations

5.1. The customer is responsible for completing the pre course form honestly and accurately. Open water swimming can be dangerous; we expect all swimmers to have experience in cold open water and be aware of the potential risks. The customer must inform MONSTER SWIMS LIMITED of any medical needs or health concerns on the pre course form.

5.2. You will be issued with an itinerary by MONSTER SWIMS LIMITED prior to arrival, with full details confirmed as part of your welcome meeting. We ask you to attend on time for all bookings and the Swims. MONSTER SWIMS LIMITED and Partners reserve the right to cancel a swim should you be late to attend.

5.3. Solo swimmers may bring an observer and or swim crew but you must inform us of all people coming with you before the swim. Allowing passengers on board will be at the discretion of the skipper. The skipper retains the right to refuse a passenger entry to the boat for any reason they see fit. Pets are not allowed on our vessels.

5.4. All Customers, observers and crew are required to always act responsibly and courteously, and to respect our staff and other customers. We always reserve the right to prevent any person from undertaking or completing the activities in the event that we deem

their behaviour to be unsafe, unsuitable or potentially causing risk, damage or injury to any other person. No refund will be payable to the Customer in such circumstances.

5.5. MONSTER SWIMS LIMITED operates a strict no smoking policy in all vessels.

5.6. Under 18s must be accompanied on all activities and excursions. MONSTER SWIMS LIMITED reserve the right to delay/postpone the commencement of a Swim until a responsible adult is in attendance.

6. Safety, Fitness & Property

6.1. The Customer warrants that it shall comply with the instructions and guidelines given by MONSTER SWIMS LIMITED's Swim Guides, employees, agents and contractors at all times during the Booking. You will be given an information sheet on what to bring on the day of your booking and a safety briefing at the start of the day. When on board a MONSTER SWIMS LIMITED vessel Lifejackets on board are mandatory and the crew will ensure you have a suitable jacket before leaving port. You are responsible for wearing and looking after the jacket and returning it at the end of the passage.

6.2. If a Customer chooses to ignore reasonable instructions, MONSTER SWIMS LIMITED's employees, agents or contractors reserve and have the right to exclude any person from the whole or part of the Swim and MONSTER SWIMS LIMITED cannot accept any responsibility for any liability, loss, expenses or damages arising as a result.

6.3. The health and safety of our Customers is our highest priority and we only permit Customers to participate in the Swims who are fit and free from the influence of alcohol or illegal drugs prior to and during their Swim. If in our opinion the Customer is not considered to be sufficiently well, fit or able to take part in their Swim, we reserve the right to exclude them at any time before or during the Swim, in which case MONSTER SWIMS LIMITED will not accept liability for any damages, loss or expenses.

6.4. Your property: We cannot store phones, wallets or keys whilst you are with us, it helps us if you minimise the number of belongings you bring with you. The Customers acknowledge items left in our care are left at the owner's own risk and personal items taken on sessions remain Customers' sole responsibility.

6.5. MONSTER SWIMS LIMITED Property: We expect you to take care of MONSTER SWIMS LIMITED property, and you agree to incur the cost of replacement or repair of any MONSTER SWIMS LIMITED equipment damaged because of your negligence or misconduct.

6.6. MONSTER SWIMS LIMITED will have sole authority and be the final arbiter on all decisions relating to the management, safety and organisation of the Swim and any other matters relating to the Swim.

8. Organiser Declaration

8.1. MONSTER SWIMS LIMITED has a strong track record of introducing people to a lifetime of swim adventures. We employ expert Guides, fully qualified lifeguards, and a wealth of

local knowledge. You can be confident that you or your group is in safe hands.

8.2. MONSTER SWIMS LIMITED shall send a Pre-booking form (in the form set out in schedule 1) to be completed via Google to the Lead Guest for the Lead Guest to distribute this form to all members of the Customers group to complete and submit to MONSTER SWIMS LIMITED. The Customer acknowledges that the forms will need to be completed and submitted by the parents or guardians of any person under the age of 18.

8.3. The Customer and the Lead Guest acknowledge that any person that is attending MONSTER SWIMS LIMITED who has not completed and submitted the necessary information and/or consents to MONSTER SWIMS LIMITED shall not be permitted to participate in any of the Swims.

8.4. Where any members of the Customer's group are under the age of 18, the Lead Guest is deemed to be acting in loco parentis for the participants listed, with the knowledge and permission of their legal parent or guardian.

8.5. With regards to group booking, the Customer and the Lead Guest acknowledge that the Lead Guest shall always retain ultimate responsibility for all members of the Customer's group during the Swim.

9. Limitation of Liability

9.1. MONSTER SWIMS LIMITED has obtained Public Liability insurance cover in respect of our own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss. MONSTER SWIMS LIMITED's insurance documents are available on request at any time if you request them in writing.

9.2. We advise that you research and procure adequate personal insurance cover for your swim activities.

9.3. In no event shall MONSTER SWIMS LIMITED be liable to any Customers whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with these Conditions for any:

- 9.3.1. loss or damage;
- 9.3.2. loss of profit;
- 9.3.3. loss of reputation;
- 9.3.4. loss of business, revenue or goodwill;
- 9.3.5. loss of anticipated savings;
- 9.3.6. loss as a result of theft;
- 9.3.7. pledges made on your behalf or by you to any charity; or
- 9.3.8. consequential or indirect loss, regardless of whether the loss or damage:
 - (a) would arise in the ordinary course of events;
 - (b) is reasonably foreseeable; or
 - (c) is in the contemplation of the parties or otherwise.

9.4. Nothing in these Conditions shall affect our liability for death or personal injury caused by the proven negligence or fault, fraud or any other liability to the extent it cannot be excluded or limited by law.

9.5. MONSTER SWIMS LIMITED will only be liable for loss or damage caused by the proven negligence or fault of MONSTER SWIMS LIMITED .

9.6. Subject to the provision of this clause 10, MONSTER SWIMS LIMITED's total liability to the Customer's in respect of all other losses arising from the Contract, whether in contract, tort or otherwise shall be limited to a maximum sum equal to the total amount paid by the Customer under the Booking.

10. Intellectual Property Rights

10.1. All Intellectual Property Rights (IPR) in or arising out of or in connection with this Contract, the provision of the Services or the Swims shall belong to the MONSTER SWIMS LIMITED and the Customer shall not be authorised to use or reproduce any of MONSTER SWIMS LIMITED's IPR without its written consent.

10.2. The Customer acknowledges that any audio, visual or audio-visual recordings that are made during your experience with MONSTER SWIMS LIMITED (or any part of it) are for personal use.

11. Data Protection

11.1. For the purposes of this condition 12, personal information includes any medical data collected for health and safety purposes by MONSTER SWIMS LIMITED (Personal Information).

11.2. We have security measures in place to protect the personal booking information held by us. The contact details supplied by Customers will only be used to fulfil course administration and to communicate details of MONSTER SWIMS LIMITED and our associated companies' products and services.

11.3. The personal information supplied will only be used to allow our employees, agents, subcontractors, and MONSTER SWIMS LIMITED to provide the promised service to our normal high standards.

11.4. You agree that the Personal Information relating to you can be stored and used by us in connection with the organisation, staging and administration of your Booking.

11.5. The Customer acknowledges and confirms that the medical information may also be used by MONSTER SWIMS LIMITED to allow medical assistance to be given to the Customer during the Swim.

11.6. You agree that the Personal Information relating to you may be anonymised and the anonymised data may be used by us in connection with the compilation of statistical information.

11.7. The Customer acknowledges that during your Booking, videos may be made and photographs may be taken which may capture your participation during the Swim. You agree to the publication of such photographs, filming and recording and their use by us and those authorised by us in any way which we may see fit now or in the future in any media including but not limited to social media, film, radio, publication and publicity.

12. Alterations to the Booking

12.1. MONSTER SWIMS LIMITED reserves the right to make any reasonable or necessary alterations to the Booking and/or Swim programme (or any part of it) at any time whether before or during the Swim due to circumstances beyond its control (including for example weather or sea conditions) or any necessary or desirable changes to the Swim to protect the health and safety of the Customers.

13. Cancellation & Amendments

13.1. By you:

13.1.1. Should you wish to change the details of your Booking after MONSTER SWIMS LIMITED have issued the Booking Confirmation, we will use our reasonable endeavours to help you. We always reserve the right to charge an admin fee of £25 if the change reduces the overall cost in connection with costs incurred by MONSTER SWIMS LIMITED in making the requested alterations. If the change increases the value of the Booking the admin fee will be waived.

13.1.3. Should you wish to cancel the Booking the following cancellation schedule will be used to determine outstanding fees:

Months before first Swim	Charge
4+	0%
2-4	50%
0-2	100%

13.1.4. The date of effective cancellation/amendment is calculated on the day of receipt of the written notice by MONSTER SWIMS LIMITED.

13.2. By MONSTER SWIMS LIMITED:

13.2.1. Should MONSTER SWIMS LIMITED be forced to cancel a booking or make amendments due to our inability to provide resources or staff to provide any services or undertake the Swim that does not fall under Force Majeure circumstances as referred to in condition 14.2.5, we will inform you as soon as practicably possible with suggested alternative dates within the same season (June to October).

13.2.2. Our Swims take place in the outdoor environment which means that the weather and other unforeseen circumstances can sometimes prevent us from running the planned Swims. Any changes we are forced to make will be based on ensuring your safety. MONSTER SWIMS LIMITED will inform the Customers as soon as we have made an assessment that such a change is necessary or desirable so that we can arrange alternative dates/activities / locations / itineraries for your programme. Any date changes will be offered in the same season (June to October) and MONSTER SWIMS LIMITED will do our utmost to honour all bookings. Funds will be forfeited if alternative dates cannot be arranged in the same season due to the customers availability on dates offered by MONSTER SWIMS LIMITED.

13.2.3 Open water swimming is an activity with inherent risk. The skipper of the vessel has the responsibility for safety on board and therefore has the right to end a swim

at any point, for any reason they deem fit. Their decision is final and no refund will be given in these circumstances.

13.2.4. In the event of a location change to any activities or Swim, Customers who are not using transport provided by MONSTER SWIMS LIMITED will have to make their own way to the alternative Swim venue.

13.2.5. If due to Force Majeure, we are unable to fulfil our contract with you, you will not be entitled to any refund or any compensation. This relates to extremely unusual, unpreventable, or unforeseeable circumstances beyond our control which generally affect us all.

13.2.6. The arrangements set out in your Booking Confirmation are given in good faith. Occasionally we must make changes and we reserve the right to make these changes at any time.

15. Complaints

15.1 Should you be unhappy with any element of your arrangements with MONSTER SWIMS LIMITED, you should notify us immediately. We are keen to address matters as soon as practicable.

15.2 If you continue to be dissatisfied on your return, you should write to us, setting out your points within 14 days of returning from your Booking. As long as the above Conditions have been observed, MONSTER SWIMS LIMITED will review your complaints and a reply will be sent to you by MONSTER SWIMS LIMITED within four weeks of the receipt of the complaint. We acknowledge that this is without prejudice to any statutory rights that you may have.

16. Assignment, transfer and other dealings

16.1 MONSTER SWIMS LIMITED may at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under the Contract.

16.2 The Customer shall not assign, transfer or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the MONSTER SWIMS LIMITED.

17. Sub-Contracting

MONSTER SWIMS LIMITED may sub-contract any part of this Contract without obtaining the prior consent of the Customer

18. Entire Agreement

18.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into the Contract it does not rely on and shall

have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

18.3 Nothing in this clause shall limit or exclude any liability for fraud.

19. Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

22. Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be delivered by email, hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23(b) (iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

23. Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24. Governing Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales

25. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.