



TERMS AND CONDITIONS

Welcome to our website. The content and infrastructure of this site, as well as the online swimming experiences reservation service, are owned, operated, rendered and provided by SwimMadeira, which is a private limited incorporated company, under the laws of Portugal and liable for the swimming experiences referred above.

SwimMadeira Adventure Swimming Holiday is registered in the National Register of Tourist Entertainment Agents, with the number 1330/2023. The company is recognized as Nature Tourism.

SwimMadeira office is located at Travessa Correia Gonçalves Nº6, 9125-129 Caniço, Portugal – Ilha da Madeira.

In order to use our website, you must accept our Terms and Conditions. They are important and contain many legal disclosures that you should read carefully, including terms of sale applied when you buy something from SwimMadeira, through the website or mobile applications, and also the terms specifying permissible uses of the website.

The terms “we”, “us” and “our” as used in these terms and conditions mean SwimMadeira. References to “you”, “your” or “guest” mean all persons named on the booking.

1. Acceptance of Terms and Conditions

SwimMadeira operates this website, <https://www.swimmadeira.com/> or any other application, including mobile one, through any mean (from now on designated in a general way as “website” in this document of Terms and Conditions). By using our website and SwimMadeira services through the website, you accept these Terms and Conditions, as well as our Privacy Statement and other rules governing the use of the website and the contracting of services offered by SwimMadeira. The terms and conditions herein become the exclusive and binding agreement. If you do not accept the terms of this agreement,



stop immediately accessing the site and do not use any SwimMadeira service or purchase any product offered through the site.

In the registration process, the user should indicate whether he accepts these Terms and Conditions, as well as the [Privacy Policy](#) in force.

To do so, please read the contents of such terms in detail, as they contain important information about your rights, how we treat and obtain your personal data and the rules governing the relationship and the link between SwimMadeira and the users.

Your access to this website and the use of it constitutes your agreement and acceptance of these terms of use, as well as, any other document which reference is made by this one.

By accepting these Terms and Conditions you are declaring you are at least 18 years old and that you are able to create a binding agreement, and a legal obligation in accordance with the Portuguese civil law and the laws of electronic commerce, approved by the Dec. Lei 7/2004, 07.01.

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Portuguese law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent court.

2. Modification of this Agreement

We reserve the right to discontinue or modify any part of this Agreement whenever we deem necessary or desirable at any time. These changes will be immediately effective for new and existing users of our website and for all vouchers purchased after the effective date of the change or from the moment it is made known to the user, whatever occurs first.



We suggest that you revisit our Terms of Use from time to time to ensure that you keep informed of any change of the website. Your use of the website after we update these Terms of Use will constitute the acceptance of the modified Terms of Use.

We also reserve the right to change, abandon or cease any aspect or feature of our services on the website including, but not limited to, requirements for the access and usage of the tourist experiences.

3. Disagreements

We will make every reasonable effort to resolve any disagreements that you may have with SwimMadeira. If those efforts fail, by using this website you agree that any claim, dispute or controversy you may have against SwimMadeira related to or connected in any way with this Agreement, our website or the purchase of any experience, shall be solved in the Court Jurisdiction.

4. Booking and Payment Details

4.1 Online, telephone and email bookings

All bookings are subject to availability. Bookings can be made either online through our booking system (provided by [FareHarbor](#)) at <https://www.swimmadeira.com/>, by telephone on [+351 913 324 532](tel:+351913324532) or by email on info@swimmadeira.com. Bookings must be made by persons aged 18 or above. We welcome guests from the age of 16. All guests aged below 18 must be accompanied by an adult.

A binding contract comes into existence once we have received from you all payments applicable at the time of booking and we have sent our booking confirmation to you. It is your responsibility to check your booking confirmation upon receipt. Please inform us



immediately if any information appears to be incorrect as it may not be possible to make any changes subsequently.

4.2 Payment Terms

At the time of booking, you must either pay (i) the total published holiday price or (ii) a deposit of 20% (30% for Multi-Day Trips) of the published holiday price (the “Deposit”), with the balance of the published holiday price payable 60 days (90 days for Multi-Day Trips) before the start of your SwimMadeira Adventure Swimming Holidays (the “Due Date”). For all bookings made less than 60 days (90 days for Multi-Day Trips) before the start of your SwimMadeira Adventure Swimming Holidays, you must pay the published holiday price at the time of booking. If we do not receive payment by the Due Date, we reserve the right to cancel your booking immediately and you will forfeit your Deposit. We may agree to extend the Due Date at your request. If, however, you subsequently fail to pay the balance we shall consider the booking cancelled and you will be liable to pay the applicable cancellation charges. These set out below at section 7 (“Cancellation by you”).

4.3 Method of payment

You must pay the Deposit for your SwimMadeira holiday by credit and debit cards (using our software provided by [FareHarbor](#)), or bank transfer at the time of booking. Full details will be provided on SwimMadeira payment request. We do not accept cash.

5. Published SwimMadeira Adventure Swimming Holidays information

5.1 Price

Our prices are published on our website and you may have a look before your booking. We reserve the right to alter the published holiday price at any time before your booking is confirmed. Any special offers may be offered, altered or withdrawn at any time and without prior notification. All prices indicated on the website are expressed in Euros.



Unless otherwise stipulated, they include VAT at the Portuguese tax rate and all other taxes that may be incurred.

5.2 SwimMadeira Adventure Swimming Holidays description

All information published on our website and in our promotional literature is correct at the time of publishing. All descriptions of accommodation, facilities and other services are based on information obtained from our third party suppliers. Please bear in mind that occasionally some facilities or services may be withdrawn by our third party suppliers due to circumstances beyond our control, for example weather conditions or lack of demand. Where changes are significant we will endeavor to inform you as soon as possible (see section 9 “Cancellation by SwimMadeira” below).

5.3 Accommodation preferences

We will use all reasonable efforts to ensure that the all accommodation preferences supplied at the time of booking are fulfilled. Occasionally, however, our third party accommodation suppliers may be unable fulfil all requests due to circumstances beyond our control. All accommodation preferences stipulated at the time of booking and thereafter are strictly subject to availability.

5.4 Itinerary

We reserve the right to change the published itinerary at any time. Your safety is of utmost importance to us. Open water swimming requires a certain degree of flexibility and we may need to adapt our itinerary in the event of adverse weather conditions or any other circumstances beyond our control at any of our swimming locations. Our team always includes at least one local guide or boat pilot who knows the area well enough to ensure we swim in the finest and safest places to swim.



6. Medical conditions

SwimMadeira holidays are active adventure holiday trips. We welcome guests of all ages (over 16) and swimming abilities. However, if you have any medical condition or disability which might affect your SwimMadeira Adventure Swimming Holidays, please contact us before making your booking so that we can advise as to the suitability of your arrangements. If we reasonably consider that we are unable properly to accommodate your particular needs, we reserve the right to decline your booking or, if full details are not given at the time of booking, cancel your booking once we become aware of those details.

7. Cancellation by you

If you wish to cancel your booking, you must provide us with written notice as soon as possible. Cancellation will take effect from the date of receipt of your written notice. In all cases of cancellation, you will forfeit your Deposit.

If you cancel your booking 90 days or less before your SwimMadeira holiday is due to start, a cancellation fee will be immediately payable to us. Cancellation fees are expressed as a percentage of the total holiday cost (as published at the time of booking), as follows:

Receipt of cancellation notice before departure	Cancellation charge payable
more than 90 days	30% Deposit
61-89 days	70%
60 days	100%

If, after our booking confirmation has been issued, you wish to make any changes to your booking, you must send us a written request. All changes are subject to a 35 EUR and 70



EUR (for Multi-Day Trips) administration fee per person. If you wish to transfer to another SwimMadeira Adventure Swimming Holidays or change your departure date, you must send us a written request at least 80 days (120 days for Multi-Day Trips) before the start of your booked SwimMadeira Adventure Swimming Holidays. We will endeavor to accommodate your request, subject to availability. If the published holiday price of the SwimMadeira holiday or date that you wish to change to is more expensive than your original booking (as at the date of receipt of your request), you must also pay the difference in price. Your new booking must be taken within the same calendar year.

8. Transfer your booking to another person(s)

This option is available providing the following below conditions are met:

- a) you notify us in writing at least 80 days before the trip departure (120 days for Multi-Day Trips) and give us the authority to make the transfer;
- b) your request is accompanied by all documents related to another person's booking ("transferee"), with full name and contact details;
- c) this transfer option only applies towards a new transferee's booking and not towards already existing booking (customer booked already);
- d) the transferee accepts the transfer and these booking conditions, and fulfils any conditions that apply to the booking and our terms and conditions;
- e) the transfer fee for such a change is subject to a 35 EUR and 70 EUR (for Multi-Day Trips) fee per person (transferring person).

Please note that any request to transfer your existing booking (either to another date or another person) will be treated as a cancellation if such notice is received within 80 days of departure (120 days for Multi-Day Trips) and will be subject to cancellation charges.



9. Cancellation by SwimMadeira

We always try to avoid cancelling bookings or making changes to our published itineraries. However, arrangements for SwimMadeira Adventure Swimming Holidays are made many months in advance and it may be necessary in exceptional circumstances for us to cancel or make changes to your booking. Subject to section 10 below (“Force majeure”), if we cancel or make a significant change to your booking, we will endeavour to provide you with reasonable notice of such cancellation or change and we will offer you (at your request) an alternative SwimMadeira Adventure Swimming Holidays, subject to availability and except where such cancellation or significant change is beyond our control (see “force majeure” below). You will not be required to make any additional payment if the alternative SwimMadeira Adventure Swimming Holidays is more expensive than your original booking.

Subject to section 10 below (“Force majeure”), if we cancel your booking up to 26 days before the start of your SwimMadeira holiday, you will be entitled to a full refund of all monies received from you to date. If we cancel your booking 25 days or less before the start of your SwimMadeira holiday, you will be entitled to a full refund of all monies received from you to date plus minimum compensation of 35 EUR per person.

10. Force majeure

We regret that we are unable to accept liability or pay compensation where our failure to perform our obligations under this contract is caused by or affected by, or you otherwise suffer any damage, loss or expense of any nature arising out of, circumstances beyond our control. For the purposes of these booking conditions, circumstances beyond our control, or “force majeure”, means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include (whether actual or threatened) war, civil strife, riot, industrial dispute, terrorist activity, pandemic spread, natural or nuclear disaster, fire, technical problems with transport,



closure or congestion or restriction of airports, national parks, monuments, roads, ports or airspace, adverse weather conditions, volcanic eruption, airport, port or airspace closures, and all similar events outside our control.

11. Communications with us

All bookings made online will be confirmed by e-mail, and all subsequent communications will be made via email. Telephone bookings will also be confirmed by e-mail unless otherwise advised at the time of booking. You must inform us at the time of booking if you wish to be contacted by post. All references in these booking conditions to “send” include both email and post, as appropriate.

12. Before you travel

12.1 Insurance

It is a condition of your booking and your responsibility to ensure that you have suitable insurance cover for the travel arrangements and activities that you have booked with us. You must hold a valid comprehensive insurance cover for an adventure sports activity including “open water swimming”. Your policy must include medical expenses (including transportation), emergency repatriation, travel illness and personal accident on the tour. You will be asked to provide us with your insurance details (company name, policy number and 24-hour contact) before undertaking any swimming activities.

12.2 Passport and visa requirements

It is your responsibility to check up to date travel and visa requirements and to ensure that you have any visa required for entry into your country of destination.



13. Data protection policy

We will collect certain personal information from you at the time of booking in order to process your booking. This information includes, where applicable, your e-mail, name and address, payment details, hotel room type preferences, medical conditions and dietary requirements (which may disclose your religious beliefs). By making your booking, you agree that we may use or disclose this information for the purposes of processing your booking. It may be necessary to pass some of this information onto third party suppliers, such as hoteliers, and by making your booking you accept that this may involve us sending information to countries that do not have an equal level of privacy legislation to that in Portugal. This information may also be provided to government or public authorities as required by law.

We would also like to store and use this information for future marketing purposes. Only your name and contact details will be used for this purpose. Please inform us in writing if you do not wish your details to be used in this way.

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. 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.

You are entitled to make a written request about which of your personal information we are currently holding or processing, for what purpose and to whom it may be or has been disclosed. We will charge a fee to respond to such a request, but aim to do so within 45 days of receipt. In certain limited circumstances we are entitled to refuse your request.

Please contact us immediately if you believe that any of your personal details which we are processing are inaccurate or incorrect.



14. Photography & Testimonials

Any likeness or image of you secured or taken on any SwimMadeira holiday may be used by us without charge in all media (whether now existing or in the future invented) for promotional or marketing purposes, including but not limited to promotional materials of any kind such as brochures, video, photos or websites. Any written feedback supplied to the company may also be used for promotional purposes as detailed above.

15. Complaints

We want you to have an enjoyable and relaxing holiday with us. However, if you are not satisfied with any aspect of your SwimMadeira holiday, please report your complaint to a SwimMadeira staff member as soon as you can. SwimMadeira staff will do everything reasonably possible to rectify the issue during your SwimMadeira Adventure Swimming Holidays. If you are still not satisfied and want to make a complaint when you return home, please write us at the address below within 28 days of the end of your SwimMadeira Adventure Swimming Holidays:

Email: info@swimmadeira.com

Post/Mail: Travessa Correia Gonçalves Nº6., 9125-129 Caniço, Portugal - Ilha da Madeira.

Livro de Reclamações Online: <https://www.livroreclamacoes.pt/inicio>

16. Limitation of Liability

We are not liable to you for any dissatisfaction, loss of enjoyment, loss, injury or damage which results from your SwimMadeira Adventure Swimming Holidays unless caused by our negligence. We take all reasonable care in arranging your SwimMadeira Adventure Swimming Holidays. However, we are sometimes dependent on other organizations, which we do not own or operate, for the provision of accommodation and certain travel. Consequently we shall not be liable for loss, damage, inconvenience, death or personal



injury due to neglect, act or omission of any other company or caused by an event beyond reasonable control.

We also have no liability to you for any consequential loss which you may suffer in relation to any arrangements which you book to coincide with your SwimMadeira Adventure Swimming Holidays, including travel and accommodation arrangements.

If any International Convention applies to or governs any of the services or facilities arranged or provided by us, or provided by any of our third party suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the International Convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded).

17. Non-Swimmer Agreement

Non-swimming guests are welcome to join us on our trips, subject to availability, however, they are unable to join us on any of the arrangements involving transport to or from the swim spots or on the swims themselves. We take safety seriously and it is for this reason that non-swimmers are not permitted on the safety craft which accompany our swimmers. On trips where we stay at multiple hotels, non-swimmers may be required to make their own travel arrangements between accommodation. Please check the '**What's included?**' on the specific trip page for more information.

Please note that non-swimmer bookings are subject to the same terms and conditions as regular swimmer bookings.



18. Store - Merchandising

The fulfillment of all orders placed in the online store is subject to availability. SwimMadeira tries to ensure that all items offered for sale on the site are in stock, however, whenever there is a shortage of stock, SwimMadeira reserves the right to extend the delivery time of the item or cancel the order. In these cases, SwimMadeira will inform the customer of this fact and refund the amount paid whenever necessary.

Last changes made on 15st March, 2024