

TERMS AND CONDITIONS – LOCH NESS SWIMMING

iPowerboat Ltd from hereafter - is referred to as the "Company". The individual or company hiring the vessel is hereon referred to as the "Charterer"

Swim Weeks

When the Charterer agrees to swim with iPowerboat Ltd, you will usually be given a 5-7 day window, e.g. the 17-22nd of August. To assist with logistics iPowerboat start their swim weeks on a Saturday. If weather permits, iPowerboat's pilot will endeavour to get your swim underway during those days.

Position / Place / Number 1-4.

When the Charterer agrees to swim with iPowerboat, you will be given a swim position, usually 1st, 2nd, 3rd or 4th. This means that (as swimmer in 1st position) if the pilot believes that the weather offers you a fair chance of a successful swim tonight/tomorrow, you will be given the first opportunity to swim. You do not have to accept the offer, (especially if you are looking to complete a 2-way swim for instance), but in that event the opportunity will be offered to the next swimmer or team in line.

So, if you are in Number 4 position, if the weather is good, you can expect to get away on the 4th day. If the weather is not suitable for swimming on the first 3 days, you will probably not get your opportunity to swim until the 7th day or even later. So, when planning how long to stay in Fort Augustus/Inverness, you should be prepared to stay at least 4-6 days beyond your swim week.

Remember that the cost of a few extra days accommodation is small compared with the overall cost of the swim and having to come back.

Booking and Deposit

Bookings can be made by telephone, email or in person. To secure your swim place and date you will be required to make a £250 non-returnable deposit at the time of booking. You will be required to complete a booking form.

If you are booking your swim for the current year a £1000 non-returnable deposit is required at the time of booking and then the outstanding charter fee is to be paid in full at least 4 weeks before your swim. Should you decide to cancel the swim within 4 weeks of the swim date then 100% of the total cost will be forfeited. Should you cancel more than 4 weeks before your swim date the £1000 booking fee will be forfeited.

When booking your swim for the following calendar year, you will still be required to place a non-returnable £250 booking deposit. A non-returnable £1,000 instalment is due by the 31st December of the preceding year. The remaining balance is due to be settled 4 weeks before the swim date.

Should you decide not to be able to stay on past your 5-7 day swim window as the weather has prevented the swim from commencing, you will be refunded the sum of money minus the prepaid £1000 instalment along with the £250 booking fee. However should you rebook your swim with iPowerboat, you will only be required to pay the remaining balance which you were originally refunded, as your previous deposits will be carried across to your new booking

If you decide to cancel with 4 weeks of the swim then the full charter amount will be forfeited.

Payment Methods

iPowerboat Ltd will provide you with invoices and statements separately showing VAT.

We accept most major debit and credit cards (credit cards are subject to an addition 2% surcharge), bank transfer, cheque or cash. All prices quoted are in Pound Sterling (£) and are inclusive of VAT applied at the current rate.

Insurances

The Charterer is very strongly urged to get as much viable and genuine protection as possible. Sports, accident, life, property and other insurance are your responsibility and are very strongly recommended. Please be aware that when you are not on board the vessel, you are technically no longer classed as a passenger. Unforeseen accidents are a real possibility. A Loch Ness swim is extremely demanding on your energy and your mental determination. Loch Ness is a very deep body of water, with novice leisure craft users, unfamiliar currents, unpredictable winds and swell and of course... Nessie.

iPowerboat Ltd carries an inclusive insurance policy for its vessels, crew and passengers. All passengers are covered with public liability up to £3 million

The Company's craft are insured against accident and third party liability, but an individual client is not insured against personal injury, loss or responsibility for cancellation. In your own interests you are strongly advised to insure against these contingencies.

The Company shall have no liability for death or personal injury suffered by the Charterer, his servants, agents or any member of his party save in the event that the same is caused by our wilful default.

Cancellation by iPowerboat

iPowerboat Ltd reserves the right to cancel/postpone the swim if the pilot feels that;

- The Swimmer's life is in danger,
- It would be impossible to land you safely,
- That the lives of anyone on board are at risk,
- The boat is at risk,
- That the boat's position makes it hazardous to shipping
- Should iPowerboat Ltd fail to provide the service due to engine breakdown, etc. Then Swimmer will be offered the next alternative date during your swim week and a 25% refund of the total sum paid.

This decision will always be considered with extreme thought, - and will previously discussed in detail with the Swimmer - but you must respect the pilot's decision as he is there to advise you and ensure that your safety is not compromised. Remember the Loch is not going to disappear overnight, it will be there for many years to come.

If the Charterer fails to comply with any provision of the agreement iPowerboat Limited may forthwith terminate the agreement, but without prejudice to the right of iPowerboat Limited to recover damages in respect of any breach of the agreement by the Charterer.

Commencing Your Swim

It is FINALLY YOUR DECISION, as to whether you embark on a swim or not, don't blame the pilot, you are not being bullied or persuaded, your pilot is only offering you his best judgement and considered opinion, no-one is stopping you from obtaining a second, third or even a fourth opinion. You have the right to say NO, until you jump in and then you are committed. If you decide not to accept the pilot's advice you must be prepared for him to offer the opportunity to the next swimmer.

Having Your Swim Recognised

iPowerboat Ltd are a boat escort service. Whilst we can assist with observing it is the responsibility of the swimmer to inform the most appropriate authority and ensure they are swimming within the current recognised and approved rules.

Medical

iPowerboat Ltd needs to ensure you are fit to attempt the swim. It is paramount that you complete our medical questionnaire, which will be carried on board the escort vessel during your swim. This is a self-declaration medical. The medical must be completed after 1st January of the year of your swim and one calendar month before your swim.

Company's Obligations

Unless otherwise stated, the vessel is fully equipped as per her inventory. The Company shall exercise all reasonable care to see that the vessel and equipment when chartered is in every respect in good order, but shall not be liable for any loss, damage or injury to persons or property however arising and whether occasioned or contributed by the act, the neglect or omission or by reason of defect in or any insufficiency of vessel and equipment whether existing at the commencement of charter or at any other time.

The Company will use its best endeavours to deliver the vessel to the Charterer at the agreed time and place. If for any reason the yacht shall not be so delivered, a pro-rata refund will be made to the Charterer for each 12 hours delay. If such delay exceeds 25% of the total charter period, the Charterer shall be at liberty to treat the Charter as determined and the Company shall thereupon return all sums paid. In this event the Company shall not be liable to pay the Charterer any other compensation for any loss or damage of whatsoever nature resulting from the curtailment or cancellation of this Charter.

Charterer's Obligations

In all cases on board the decision of the pilot - is final. Whilst every effort to put to sea shall be made, the company's craft will not put to sea if in the opinion of the skipper, weather or other conditions render it imprudent to do so. The Charterer shall observe all regulations of Customs, Harbour or other Authorities.

The Charterer must not themselves or allow any person on board to commit any act contrary to the laws of the country in which vessel is operating. If such an act is committed, the client alone shall bear all resulting responsibilities and shall alone answer to the appropriate authorities for any act which is in contravention of the laws of the country concerned. The Charterer shall not allow any animals on board the yacht without the written consent of the Company. All litter is to be taken away, it is prohibited to discharge litter overboard. The Charterer will provide details such as names and address of all crew members on board the vessel. It is prohibited to carry and use illegal substances.

Safety Briefing

All persons who will be on board any one of iPowerboat Ltd vessels will be required to follow direction from the pilot. You will be briefed to a minimum of the use and stowage of personal safety equipment in accordance with Annex 7 of MGN280 – The Small Commercial Vessel and Pilot Code. The pilot is in control of the swim, he/she has the final say, and you must respect that decision, and follow instructions.

What is included on your swim

- ✓ A commercially registered (coded) vessel carrying all the required safety equipment,
- ✓ All crew and passengers will be supplied with appropriate lifesaving equipment such as life jackets for the duration of the voyage.
- ✓ A fully tested commercial Fast Rescue Craft (Safety Boat) as it may make your feed stops easier for you,
- ✓ A fully qualified RYA skipper with a valid Maritime and Coastguard Agency endorsement,
- ✓ iPowerboat Ltd liaise with all the necessary authorities for you,
- ✓ For solo swimmers you may bring up to 5 family members (including coach if applicable),
- ✓ There is one space reserved in case you want to have an independent observer on board,
- ✓ All fuel, marina fees, and canal fees are included,
- ✓ You will receive an iPowerboat Loch Ness Swim T-Shirt,
- ✓ A "I swam Loch Ness" certificate,
- ✓ Free tea, coffee and shortbread for the trip,
- ✓ Return trip by boat back down to Fort Augustus – weather dependent.

What is not included on your swim package

- ✓ Your food requirements. Please ensure you bring your own nutrition supplements for your swim (such as Maxim).
- ✓ Your family, coaches and observer will need to bring their own food. Please bring along your own equipment for consuming food in the water.

- ✓ Unique Loch Ness Swim Ballachulish slate plaque. Cost £19.99
- ✓ Flights, transfers and any travel expenses, including local expenses
- ✓ Accommodation expenses,
- ✓ Travel, personal and financial insurances,