



**Dive & Sea the Hebrides**  
T/A Hebridean Diving Services  
Shorepark, Lochbay, Waternish, Isle of Skye, IV55 8GD  
Phone: 01470 592219

## **COVID SPECIFIC TERMS & CONDITIONS Updated 01.12.2022**

*With the severity of Covid in decline we have relaxed our Covid T&C's at this time. 01.12.2022*

The Covid mitigation T&C's remain here as an example of the actions we might take if there is a critical resurgence, or indeed a different pandemic, that requires intervention, and to offer reassurance to expedition participants, staff and the local community. They detail our procedures, outline everyone's responsibilities in preventing outbreak and spread of infection, and detail cancellation procedures. We commit to being as flexible as is safely possible in compliance with ScotGov guidance. They should be read in-line with our risk assessment which is detailed here <https://dive-and-sea-the-hebrides.co.uk/covid/>.

Returning a signed booking form with deposit is deemed as acceptance of these 'Terms & Conditions' in full. Any variations affecting existing bookings that occur will be notified to you by email. Terms & Conditions will be revised intermittently as required by ScotGov guidance and updated here.

These Terms and Conditions should be read in conjunction with the **DASTH standard Terms & Conditions** available online at this link <https://dive-and-sea-the-hebrides.co.uk/terms-and-conditions/>

## **COVID SPECIFIC TERMS & CONDITIONS**

We want to continue to welcome guests to Skye in a manner that enables them to safely enjoy their visit. Skye is remote with limited access to hospital intensive care, has a fragile infrastructure and many vulnerable residents. These additional T&Cs are required to continue to suppress the transmission of the virus, and to protect the expedition bubble, our staff, local community, and future guests. Your compliance with these T &C's will enable us to ensure the correct cleaning protocol is put in place, at the right time, prior to the arrival of incoming guests, following an infection or suspected infection and prior to the arrival of incoming guests. It also enables us to give incoming guests sufficient notice if cancellation of their visit is required.

### **GENERAL**

1. At all times we will be guided by the information provided by ScotGOV <https://www.gov.scot/coronavirus-covid-19/>
2. These Terms & Conditions may vary in accordance with ScotGOV travel guidance, and you will be notified by email accordingly.
3. All expeditions will be subject to ScotGov guidance and subject to travel restrictions that may apply between countries/tiers/levels at the time of placing the booking or at the time of the booking. We reserve the right to decline bookings within this guidance framework.

4. Acceptance of International bookings will be conditional on compliance with ScotGov Travel Restrictions <https://www.gov.scot/publications/coronavirus-covid-19-international-travel-quarantine/>
5. If you continue to place a booking in contravention of any of ScotGov guidance, that we are subsequently required to cancel, we reserve the right to charge a cancellation fee to cover our expenses, as outlined in no 9.

## **RISK ASSESSMENTS AND HEALTH DECLARATION**

We have undertaken a COVID specific risk assessment for use of the accommodation and charter vessel. It outlines potential risks and measures taken to mitigate them and can be seen at this link <https://dive-and-sea-the-hebrides.co.uk/covid/>

## **QUARANTINE & SELF ISOLATION**

6. Under no circumstances can our properties be utilised as a facility for inbound travel Covid quarantine.
7. Our properties cannot be booked for the purpose of self-isolation, except where infection occurred during your visit. Conditions apply see below 'YOUR FITNESS TO TRAVEL' Mid-Visit.

## **CANCELLATION DUE TO TRAVEL RESTRICTIONS**

8. If your local region (1) goes into lockdown or remains in lockdown within 14 days of the start of your visit (2) moves into a tier or level from which travel to our area is restricted within 14 days of the start of your visit, you MUST notify us immediately. Your visit may be cancelled, and a full refund will be given less a £25 admin fee + bank fees at cost.
9. If you are travelling from a country that is subject to incoming/outgoing international restrictions or quarantine, your booking will be cancelled, and all deposits lost.

## **CANCELLATION BY US DUE TO INFECTION**

10. Prior to your visit, if we are required to cancel your visit due to an expedition which is required to isolate at the property, we will notify you as soon as that need is notified to us. We will refund your advance payment in full. We regret that we cannot be liable for any other costs which you may incur due to our cancellation.

## **CANCELLATION BY YOU DUE TO INFECTION**

11. Prior to commencement of the expedition, if anyone in your party is required to cancel their expedition place due to infection, or requirement to self-isolate due to close contact notification, you must notify us immediately.
12. You may replace that diver on condition (1) that you notify DASTH in writing prior to arrival, (2) on receipt of a satisfactory health declaration and (3) their signed acceptance of the T&C's.
13. Please see the section on REFUNDS below.

## **YOUR FITNESS TO TRAVEL**

We have established the principle of 'creation of an expedition bubble' which requires commitment and compliance by all participants to be effective. The strict level of declaration of 'Fitness to Travel'

reflects the risks and protection required for the safe involvement of all in the close contact environment of a dive expedition with multiple households.

#### PRE-VISIT

14. We ask you to complete a fitness to travel declaration within 24 hrs of your arrival at our property.
15. Access to the property will not be possible until a satisfactory declaration is received for everyone named in the booking. No refund will be given for any delayed access arising from your failure to comply.
16. You will be asked to confirm the following;
  - a. You are fully vaccinated.
  - b. Provide evidence of a 2 negative lateral flow test in your name taken with the 3-5 days prior to your arrival with the 2<sup>nd</sup> being 24 hrs before arrival.
  - c. That you have not been notified by the NHS as a close contact who is required to self-isolate.
  - d. You have not returned from a country with travel restrictions requiring quarantine or self-isolation as outlined on ScotGov's website.
  - e. You have no symptoms of Covid.
  - f. You have had no close contact with anyone (1) who has tested positive, (2) is waiting on the result of a PCR test (3) is showing Covid symptoms in the last 7 days.
17. If someone in your party answers yes to any of the questions in the declaration they may be unable to join the expedition. See section on REFUNDS below.

#### ON ARRIVAL

18. You will be required to take another lateral flow test, on arrival and before entry to the accommodation to join the expedition bubble. A positive test will require you to book a PCR test and you will not be authorised to join the bubble or participate in the expedition until a negative test within ScotGov guidance permits it.

#### MID VISIT

19. Compulsory temperature checks will be required daily, prior to the dive briefing and boarding the dive vessel.
20. We advise the use of daily lateral flow tests for the protection of the expedition bubble, our staff, and the wider community. At times of high community infection this will be compulsory.
21. Whatever the result of any Covid test undertaken whilst staying in the property, you MUST advise us of the outcome of those tests.
22. During your visit, if anyone in your party develops symptoms, becomes ill or is contacted by track and trace as a close contact and is required to isolate, you MUST notify DASTH immediately.
23. You/they must also notify the relevant authorities and book the correct Covid test immediately.
24. They must make immediate arrangements in-line with ScotGov/NHS guidance with regard to arranging PCR tests, isolating, and returning home in private transport if instructed.
25. In the event of infection identified in site, within the 'expedition bubble' all expedition participants and DASTH staff would be close contacts and must book a PCR test and isolate and act in accordance with instruction by ScotGov/NHS guidance at that time. This may mean the expedition being terminated and everyone returning home.
26. In the event of someone testing positive and being too unwell to return home they will be handed into the care of NHS Highland for ongoing care and assistance.
27. If the expedition bubble or part of the bubble is required to extend its visit as a result of infection/possible infection identified during your visit, you agree to pay the full daily accommodation cost, as advertised, per day or part of day that you are required to remain at the property. This must be paid for in advance.

28. If you require to be supported during isolation with deliveries of shopping or medication these journeys will be charged at 40p per mile.
29. During your visit, if you are required to isolate off site for any reason, or test positive and are required to return home, none of the expedition fees paid in advance will be refundable.
30. There will be no additional deep cleaning fees incurred.

#### ON DEPARTURE

31. We will ask you to confirm your infection status before 9am on the day of your departure. We ask this to enable us to protect our staff when entering the property to manage changeover, to ensure we adopt the correct cleaning protocols and to enable us to notify incoming guests of a potential need to cancel.

#### POST VISIT

32. Any infection of an expedition participant within 14 days of departure for home MUST be reported to DASTH.

### **REFUNDS for CANCELLATION by YOU**

33. Club expeditions are priced as a unit on a sliding scale according to the number of participants.
34. Small group expeditions are priced as components of a total unit according to the number of participants.
35. If any diver is required to cancel prior to arrival whatever the reason, any payments made by them will be forfeited.
36. You may replace that diver, on condition (1) that you notify DASTH in writing prior to arrival, (2) on receipt of a satisfactory health declaration and (3) their signed acceptance of the T&C's.
37. During your visit, if any/all expedition participants are required to isolate off site for any reason, or tests positive, is required to return home, none of the expedition fees paid will be refundable. You will not be able to replace the diver at this point.

### **OUR STAFF**

38. We commit to all our staff being fully vaccinated in lines with their entitlement.
39. Our staff will complete a declaration of fitness to work supported by a lateral flow test, prior to servicing the accommodation.
40. Our staff will undertake lateral flow tests/or temperature checks prior to boarding the charter vessel, or filling dive cylinders.

### **PROTECT SCOTLAND APP**

We advise you to download the PROTECT SCOTLAND APP. <https://protect.scot/>

### **THANK YOU**

We thank you for your patience, cooperation and understanding during these complicated times and wish you a safe and enjoyable visit to 'Dive & Sea the Hebrides'.

**Gordon MacKay & Aileen Robertson**

**01.12.22**

