



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

TERMS & CONDITIONS Updated 01.12.2022

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

The Covid mitigation T&C's remain online at link below 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 any future ScotGov guidance. <https://dive-and-sea-the-hebrides.co.uk/terms-and-conditions/>

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.

THE CONTRACT

1. The contract is between your nominated contact, named on the booking form and 'Dive & Sea the Hebrides', T/A Hebridean Diving Services. (DASTH)
2. 'Dive & Sea the Hebrides' is the marketing name of the business trading as Hebridean Diving Services, owned and operated by Gordon MacKay and Aileen Robertson.
3. All financial payments will be received and made by Hebridean Diving Services via HDS Bookings (deposit holding account).
4. By completing and submitting your booking form and deposit you are entering into a legally binding contract for a scuba diving expedition as specifically detailed and for the period of time indicated. You agree to be bound by these terms and conditions and to pay in full all fees by the due dates detailed on the booking form.
5. A form will be attached to the booking form outlining a statement of acceptance by each member of the expedition Terms & Conditions and for each named person on the expedition to sign accordingly.
6. Having completed the form, signed and submitted a booking, it will be accepted that everyone on the expedition has read, understood, and accepted these conditions and that the nominated contact has authority, to accept these terms and conditions in full and to act on expedition members behalf in processing the booking.

WHO CAN PARTICIPATE?

7. For legal and safety reasons there are a maximum number of people that can occupy the dive centre accommodation and dive from the charter vessel. At no time should occupancy exceed that limit.
8. Anyone staying at the accommodation and diving from the vessel must be named on the booking form.
9. If for any reason an expedition member drops out and is replaced, the form must be updated, and the changes confirmed by DASTH prior to arrival.

PETS

10. We regret that no pets are permitted to stay in the accommodation or to come aboard the charter vessel.

WHAT IS INCLUDED

11. The dive centre accommodation is let as advertised, and as specifically detailed on your booking form, including bedding and linen. Please note TOWELS are not included.
12. Diving Charter as outlined in your booking statement and as detailed on our website.
13. Air Fills as outlined in your booking statement. All cylinders must be in test and marked accordingly or a certificate of test made available. Out of test cylinder will NOT be filled. Please note 2 cylinders per diver are required aboard each day.
14. Nitrox*, equipment hire, and guided diving are NOT included. * Please get in touch about supply of O2 to certified blenders. A minimum lead time of 28 days should be allowed.
15. We operate a strict policy of NON-SMOKING in the accommodation and onboard the dive vessel.
16. WiFi is not currently available in the accommodation. If you have an urgent need, we will endeavour to facilitate brief access.

DIVING ACTIVITIES

17. All divers must hold a recognised diving qualification and be medically fit, and safely equipped to dive. It is the responsibility of the group's expedition organiser and/or diving officer to ensure this.
18. DASTH may require evidence of supporting documentation.
19. DASTH will liaise with the expedition organiser and or participants to organise the daily dive activities, taking into account qualifications, experience, tide and weather.
20. DASTH undertake to provide travel to the divesite and divesite information.
21. The decision to dive is up to the groups expedition organiser and/or each individual.
22. If on arrival at the divesite the conditions are deemed unsafe the skipper reserves the right to cancel the dive and to make alternative arrangements.
23. If on arrival at a site, a diver feels the conditions are outwith their capability or disinclined to dive for any reason, an alternative site can be found. There is never any pressure to dive a site. The choice to do so is entirely that of the participating diver and/or expedition organiser or diving officer.
24. DASTH accept no liability for the diving activities, once the divers leave the vessel.
25. DASTH reserve the right to refuse a diver to participate in diving activities from our vessel.
26. The skippers decision is final.

BOOKING PAYMENT

LONG LEAD BOOKINGS: **Bookings** placed more than 8 weeks ahead of arrival

27. Where possible we will offer provisional booking opportunities for a short period agreed by email at the time of enquiry, while your group formalises its plans.
28. A 1st DEPOSIT of 25% deposit is required to confirm your booking and can be paid by Bank Transfer or Cheque. Unless agreed otherwise, deposits are due within 7 days of receiving your booking form.
29. The FULL BALANCE is due 8 weeks/56 days prior to arrival. You will be sent a payment reminder to pay by cheque or BACS transfer.
30. If payment of the balance due is not received by the due date, we will contact you by email to give 24hrs notice to contact us and to arrange payment of all amounts due. Failure to make contact/payment may jeopardise your booking. Any deposit paid will be forfeited.
31. Your name/club's name should be attached to all payments to enable their identification and receipt.

32. All DEPOSITS are non-refundable.

IMMINENT BOOKINGS: Bookings placed less than 8 weeks ahead of arrival

- 33. The FULL BALANCE is payable with your booking and can be paid by Bank Transfer or cheque.
- 34. If payment is not received within 7 days your booking offer may expire and you will be advised of cancellation by email.
- 35. Your name or reference number should be attached to all payments to enable their identification and receipt.
- 36. All DEPOSITS are non-refundable.

DEPOSITS & VAT LIABILITY

- 37. In compliance with law, the deposits you pay us in advance are held in a separate holding account. They are transferred into our active accounts after your expedition is complete and services are fully delivered. Vat however is liable at the time of receipt of the deposit. Vat will be paid by us from our funds and your expedition payments remain untouched as outlined above.
- 38. Your booking statement will itemise all monies due and the payment due dates of 2 deposits.
- 39. The first deposit to secure the booking, is taken as your commitment to us and enables us to ensure that the dive charter vessel is commissioned, licensed and insured in preparation for your expedition. On receipt of your deposit payment a receipted VAT invoice will be issued.
- 40. The second deposit includes the balance due for boat charter, accommodation, and air. A payment due date will be advised at the time of booking, and this deposit should not be paid sooner. On receipt of the balance deposit a VAT invoice will be issued.

CANCELLATION

- 41. We advise you to take out holiday cancellation insurance to cover any unforeseen circumstances that may require you to cancel. Please note the additional Covid Specific Terms below.

BY US

- 42. If we are required to cancel your booking, we will refund in full all payments made to us.
- 43. We cannot be held liable for any other costs that you may incur.

BY YOU

- 44. Cancellations must be received in writing to diveskye@dive-and-sea-the-hebrides.co.uk by the balance due date.
- 45. Cancellations received 42 days, or less prior to arrival are payable in full 100%. Cancellations received 42-56 days, prior to arrival are payable at 50% of balance due.

COVID

- 46. Please refer to the Covid Specific Terms and Conditions Addended

ARRIVAL & DEPARTURE

- 47. Entry to the property will be after 1700 on the day and date noted on your booking form.
- 48. Unless agreed in advance, departure from the property will be 0930 on the day and date noted on your booking form.
- 49. We request that you respect these arrival and departure times as changeover time is limited, particularly with robust Covid protocols in place.
- 50. Please advise us in advance when your lead expeditioner will arrive, and of any specific accommodation sleeping arrangements / allocations that may be in place for your group.

YOUR USE OF THE PROPERTY

Your behaviour

51. You will behave in a respectful and responsible manner while at DASTH giving due consideration to the local residents, neighbouring crofters, jetty users, and their property.

Condition of the property

52. You agree and will ensure that on departure, the accommodation will be left in the clean and tidy condition it is found on your arrival.
53. We do not charge a cleaning deposit, preferring to operate on mutual trust, but we reserve the right to charge an excess cleaning fee if the accommodation is left in a condition requiring additional cleaners to manage changeover. This will be charged at cost in addition to any specialist cleaning that may be required.

Damage

54. Any damage must be notified to DASTH as soon as possible to facilitate repairs.
55. Prompt access to the property will be facilitated to enable any maintenance or repairs that may be required.
56. Any damage to the property, whether accidental or willful, will be notified to the primary booking contact who will manage payment from the expedition group.

INSURANCE

We strongly advise you to take out holiday cancellation insurance to cover unforeseen circumstances that may impact on your holiday.

We look forward to welcome you to Dive & Sea the Hebrides for your DiveSkye adventure.

Gordon MacKay & Aileen Robertson

02.12.2022