



### Divers Eye Boat Trips

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



Liz Myhill  
Society of Wildlife Artists

## WILD ABOUT SKYE

a 5 day creative escape collaboration



**Mon 1<sup>st</sup> July – Sun 7<sup>th</sup> July 2024**

### TERMS & CONDITIONS Updated 31.03.2024

Returning a signed booking form with deposit is deemed as acceptance of these 'Terms & Conditions' in full. Any variations required by law, (e.g. pandemic) that arise between the booking being placed and delivered will be notified to you by email.

### THE CONTRACT

1. The contract is between you, named as attending the 'Wild About Skye, Creative Escape', as described on the booking form and 'Divers Eye Boat Trips', T/A Hebridean Diving Services. **(HDS)**
2. 'Divers Eye Boat Trips' 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 **(HDS)** 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 'Wild About Skye, Creative Escape', 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. Having completed, signed and submitted a booking, it will be assumed that you have understood, and accepted these conditions and agree to be bound by them in full.

### WHO CAN PARTICIPATE?

6. Both the accommodation and charter vessel are licensed for use by a maximum number of participants and therefore use of, or access, is restricted to both.
7. Only the person named on the booking form can participate in activities or stay in the accommodation. Your place cannot be sold or given to anyone else without written agreement from 'Divers Eye Boat Trips' **(HDS)**

### PETS

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

### ACCOMMODATION

9. The accommodation is let as advertised, including bedding and linen.
10. Please note TOWELS are not included.
11. We operate a strict policy of NON-SMOKING in the accommodation and onboard the charter vessel.
12. WiFi is not currently available in the accommodation. If you have an urgent need, we will endeavour to facilitate brief access.

### MORE INFORMATION

Aileen Robertson | Divers Eye Boat Trips | [www.divers-eye.co.uk](http://www.divers-eye.co.uk) | Phone 01470 592219 | [boatrips@divers-eye.co.uk](mailto:boatrips@divers-eye.co.uk)  
Liz Myhill | [www.lizmyhill.com](http://www.lizmyhill.com) | [instagram.com/lizmyhillartist](https://www.instagram.com/lizmyhillartist)



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## BOAT TRIPS & WORKSHOPS

13. Boat trips will be provided, as described here <https://divers-eye.co.uk/creative-escape-2024>
14. At all times you MUST follow the instructions and advice given by **HDS** staff.
15. The 'skippers' decisions in all circumstances while at sea is final.
16. Weather can disrupt boat trip plans requiring reorganisation of the timetable within your visit. If cancellation of a boat trip is required alternative boat trips or workshops will be offered as described here on the itinerary.
17. All workshop activities are provided by Liz Myhill and Alice Angus.
18. All time landed ashore or walking excursions will be undertaken independently, and your safety is your responsibility. Local information will be available to help you make the most of your time.

## FITNESS TO PARTICIPATE

19. Every effort will be taken to facilitate your participation in the boat trips in full, however it is a wild and rugged environment and it is your responsibility to decide whether you are fit and able to safely participate in each excursion offered.
20. Time ashore and walks between workshops will be undertaken independently and your safety is your responsibility.
21. Access arrangements are described on 'Wild About Skye, Creative Escape', here <https://divers-eye.co.uk/creative-escape-2024>, along with our policies here <https://divers-eye.co.uk/policies/>. By placing a booking, it is understood that you are declaring your fitness to participate or to limit participation to those you can undertake safely.
22. In advance of booking, you have discussed any specific access concerns or potential limitations with **HDS** and place this booking accepting those potential limitations and/or offer of any alternative arrangements that may have been made in writing to you.

## BOOKING PAYMENT

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

23. 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.
24. The FULL BALANCE is due 6 weeks/42 days prior to arrival. You will be sent a payment reminder to pay by cheque or BACS transfer.
25. 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 and we will attempt to resell your place. If we are unable to do so, you will remain liable for the balance in full.
26. Your name should be attached to all payments to enable their identification and receipt.
27. All DEPOSITS are non-refundable.

IMMINENT BOOKINGS: Bookings placed less than 6 weeks ahead of arrival

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

## CANCELLATION

A minimum number of participants is required to make the 'creative escape' viable. If those numbers are not met, then the expedition may be cancelled.

### BY US

32. If we are required to cancel your booking, we will refund in full all payments made to us, less any merchant services fees incurred at cost.
33. We cannot be held liable for any other costs that you may incur.

### MORE INFORMATION

Aileen Robertson | Divers Eye Boat Trips | [www.divers-eye.co.uk](http://www.divers-eye.co.uk) | Phone 01470 592219 | [boattrips@divers-eye.co.uk](mailto:boattrips@divers-eye.co.uk)  
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#### **BY YOU**

34. Any deposit paid will be forfeited and we will attempt to resell your place. If we are unable to do so, you will remain liable for the balance in full.
35. Cancellations must be received in writing to [boattrips@divers-eye.co.uk](mailto:boattrips@divers-eye.co.uk) by the balance due date.
36. Cancellations received 42 days, or less prior to arrival are payable in full 100%.
37. Cancellations received 42-56 days, prior to arrival are payable at 50% of balance due.
38. We strongly advise you to take out holiday cancellation insurance to cover any unforeseen circumstances that may require you to cancel.

#### **ARRIVAL & DEPARTURE**

39. Entry to the property will be after 1700 on the day and date noted on your booking form.
40. Departure from the property will be 0930 on the day and date noted on your booking form.
41. We request that you respect these arrival and departure times as changeover time is limited.

#### **YOUR USE OF THE PROPERTY**

##### Your behaviour

42. You will behave in a respectful and responsible manner while at '**Divers Eye Boat Trips**' HDS giving due consideration to other expedition participants, the local residents, neighbouring crofters, jetty users, and their property.

##### Condition of the property

43. 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.
44. 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

45. Any damage must be notified to HDS as soon as possible to facilitate repairs.
46. Prompt access to the property will be facilitated to enable any maintenance or repairs that may be required.
47. Any damage to the property, whether accidental or wilful, will be notified to HDS immediately.

#### **INSURANCE**

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

#### **COVID SPECIFIC TERMS & CONDITIONS**

While Covid Regulations have been relaxed we do ask that you respect all trip participants and our staff and do not attend if you have Covid Symptoms. In the event of showing Covid Symptoms you agree to test and if positive, not to attend.

**Gordon MacKay & Aileen Robertson**

**03.04.24**

#### **MORE INFORMATION**

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