



Huskyan & Number 15 Booking Terms & Conditions

1. Booking Terms & Conditions

- 1.1 Please read the following carefully before signing the booking form. By signing the booking form and/or paying your deposit you are agreeing to these terms and conditions.
- 1.2 Your diving charter is provided by Huskyan Ltd. Your holiday rental is provided by Number 15 trading as Divers Lodge.
- 1.3 Every person making a booking on behalf of a passenger or group of passengers confirms that he/she has the authority of that passenger and that each such passenger agrees to be bound by these Terms and Conditions.
- 1.4 The contract is governed by Scottish law.

2 Booking Method

- 2.1 We will provide charter information following your initial enquiry.
- 2.2 Charters can be confirmed by submitting a completed booking form and paying a deposit. The booking will detail the Charter Fee, number of guests and length of stay.
- 2.3 To secure a booking a deposit representing 40% of the Charter Fee must be paid and a completed Booking Form must be submitted. We will send confirmation of your booking on receipt of the deposit and an accurately completed Booking Form. The deposit is non-refundable.

3 Payment

- 3.1 The Charter Fee will be agreed with you after your initial enquiry is received and prior to completion of the Booking Form.
- 3.2 The Charter Fee comprises (a) the Deposit and (b) a Balance Payment for the remaining 60% of the Charter Fee.
- 3.3 The Deposit is payable immediately on completion of the Booking Form. Your booking is not secured until payment is received.
- 3.4 The Balance Payment is payable 12 weeks in advance of the first day of your booking.
- 3.5 Payment can be made via BACS/online transfer and IBAN transfer.

4 Deposit

- 4.1 The Booking is not complete until the Deposit has been received.
- 4.2 The Deposit is payable immediately on completion of the Booking Form. If the Deposit and completed Booking Form are not received the booking request will be deemed to have expired and treated as no longer required.
- 4.3 The purpose of the deposit is to secure your charter and to cover the reasonable administration costs and any pre-preparation work to prepare the vessel for sailing on your chosen charter date. A refund of the deposit is only available in the following circumstances:
 - a) Where the booking is cancelled by Huskyan Ltd in the circumstances detailed in clauses: 6.1 and 6.2
 - b) Where the booking is cancelled by you in accordance with clause: 6.6

5 Customer Responsibilities and Obligations

- 5.1 You agree to pay your Charter Fee within the timescale detailed in section 3.
- 5.2 You agree to pay your Charter Fee within the timescale detailed in section 3.
- 5.3 You agree to act in accordance with our terms of carriage detailed in section 7 and terms of accommodation detailed in section 9
- 5.4 Each person making a booking or included in a booking confirms that they are of sufficient experience to undertake the diving or other activity they have booked and that they are fit, mobile and if required, qualified enough to do so.
- 5.5 Huskyan Ltd and Number 15 cannot accept responsibility for global or national incidents, travel disruption, changes or delays, war, acts of God, pandemics or other circumstances including but not limited to death, injury or illness which prevent customers from travelling to us for their charter and accommodation or from completing their charter. You should ensure you have adequate insurance in place to cover these and all eventualities.

6 Cancellations

- 6.1 We reserve the right to cancel any Booking for any reason. If a Group Booking or Individual Booking is cancelled by us a full refund of the Charter Fee will be provided and the customer shall have no further claim against Huskyan Ltd or Number 15.
- 6.2 If owing to circumstances beyond our control relating specifically to our vessel or crew, we cannot provide the charter booked we will offer, in the first instance, an equivalent alternative charter. If an alternative cannot be offered, we will refund all money paid to Huskyan Ltd, in full, and the passenger shall have no further claim against Huskyan Ltd. An equivalent alternative is a charter of the same value or one which provides the same or equivalent service on the given charter dates or at a different time in the future.
- 6.3 If for any reason beyond the owner's control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges relating to the accommodation paid in advance by the guest will be refunded and they shall have no further claim against Number 15.
- 6.4 If a booking is cancelled by Huskyan Ltd due to Covid-19 or any other pandemic, then the provisions at clause 6.2 apply.
- 6.5 If a booking is cancelled by the customer due to local or national restrictions surrounding Covid-19 or any other pandemic we will offer, in the first instance, an equivalent alternative charter. If an alternative cannot be offered, we will refund all money paid to Huskyan Ltd, minus the non-refundable deposit, and the passenger shall have no further claim against Huskyan Ltd.
- 6.6 You have 14 days from the date your booking is secured to cancel your booking. For cancellations within this time frame a full refund of any of the charter fee paid shall be provided.
- 6.7 You may cancel your charter before the balance payment is due- 12 weeks in advance of you charter date. In this event your deposit is non-refundable, but no further balance payment will be due.
- 6.8 Any group/person cancelling within 12 weeks of the charter dates will be liable for the balance of their charter and holiday rental costs. Each group/person will remain liable for the whole fee.
- 6.9 Should the balance of your charter and holiday rental not be paid within 6 weeks of the due date we reserve the right to cancel your charter and holiday rental and all monies paid will be forfeit. In this event we reserve the right to re-advertise and resell some or all spaces.
- 6.10 Any cancellation must be made in writing and receipt confirmed by Huskyan Ltd to be valid.

7 Terms of Carriage

- 7.1 No children under the age of 16 may be carried aboard without prior permission.
- 7.2 Huskyan is licenced by the Maritime & Coastguard Agency to carry 12 passengers. A maximum of 12 passengers can be carried unless other government restrictions such as social distancing dictate a necessity to reduce numbers.
- 7.3 For reasons of safety, Huskyan Ltd reserve the right to vary the charter and its associated activities in any way we consider preferable due to adverse weather or any other conditions. Ultimate decisions regarding the safety of the vessel and those on-board rest with the master/skipper. The master/skipper will always endeavour to find suitable alternative/sheltered dive/activity sites. If passage, or activities are cancelled due to adverse weather or other safety reasons no money will be refunded.
- 7.4 All decisions regarding the safety of any vessel in the employ of or chartered to Huskyan Ltd and the safety or health of those on board including during drop-off and recovery of divers, rest with the master/skipper.
- 7.5 MV Huskyan is fully insured to carry 12 passengers within its area of operation. Our insurance does not cover passengers who are away from the vessel or while engaged in diving activities. It is the legal responsibility of the diver/diving group to satisfy themselves that there is/supply sufficient surface cover. We do not accept responsibility for loss of, or damage to, passengers gear, property, or valuables whilst on board or in transit. Please ensure you have adequate insurance cover. If our tanks, weights, or any other equipment is used by a diver these become the sole responsibility of that diver. The equipment should be thoroughly checked on receipt and before entry into the water. Any accident or injury to any person or persons arising from the use or misuse of our equipment is the sole responsibility of the diver and if damaged or lost must be paid for.
- 7.6 Recreational diving will consist of 2 dives per day (unless otherwise agreed) weather conditions permitting. Further dives can be arranged as a group (charges apply).
- 7.7 We offer multi-media wreck orientation and history talks aboard. These do not constitute any part of any diving project plan. Huskyan Ltd and her crew are not responsible for your diving plan or your action underwater and no part of any wreck information provided by the crew can be taken as such.
- 7.8 Special dietary requirements can be catered for. However, guests are responsible for informing us of any allergies in advance of your charter. We reserve the right not to cater for special dietary requirements if sufficient notice is not given. No food provided by Huskyan Charters or its employees may be allergen free. Our food may contain nuts.
- 7.9 We reserve the right to cancel onboard catering should circumstances require.
- 7.10 The master/skipper may refuse to carry any passenger or their luggage for any reason relating to the safety of the vessel and its passengers. The master/skipper also reserves the right to refuse to carry any passenger who contravenes the diving regulations relating to the wrecks of the German Fleet. In these circumstances no refunds will be given. Please note that by booking with Huskyan Ltd you are agreeing to abide by the Laws of England and Scotland as applies. Regardless of location and legal status Huskyan Ltd runs a "no take" policy of any artefacts from shipwrecks.
- 7.11 No drugs (other than those prescribed by a doctor) or other unlawful substances are permitted on board the vessel at any time. Firearms are not permitted aboard MV Huskyan.
- 7.12 In the event of further increases in fuel prices we regret that we must reserve the right to add a fuel surcharge to your charter price. That said we would avoid this wherever possible.
- 7.13 Any diver at work (as defined by the UK Health and Safety Executive (HSE) Diver at Work Code of Practice) must abide by the HSE diving at work regulations 1997. This applies to every diver at work in the UK regardless of nationality. Neither the skipper nor crew of MV Huskyan is to be named as part of the dive team without prior discussion and permission.
- 7.14 We reserve the right to alter these terms and conditions at any time. Each customer agrees to be bound by the terms and conditions in place at the time of booking and any amendments relating to safety or the carrying of passengers in place at the time of the charter. If you need any further clarification on these terms and conditions, then please do not hesitate to contact us.

8 Data Protection

- 8.1 Data Protection. Your details will be stored securely and purely for the purposes of this booking. Your details will not be used for marketing purposes unless you choose to sign up to our mailing list. All passengers' details and details of emergency contacts must be provided on or before the first day of the charter. This information will be kept aboard for the duration of the charter. Should an emergency involving the group arise this information may be shared with emergency and medical services. Your information may also be shared for the purpose of disease contact tracing. It will not be shared with any other 3rd party. These records are stored securely under GDPR guidelines.

9 Additional Terms and Conditions relating to Number 15

- 9.1 Benjamin Wade & Emily Turton are the owners of the property. The contract is between the owners of the property and the guest. The agreed rental is for the purposes of holiday accommodation only and will not form part of an assured tenancy.

- Check-in time is after 2.00pm. Earlier entry may be possible, but we reserve the right to delay entry should circumstances require.
- Check out time is 9am on the day of departure. All guests must vacate the property by the time stated unless otherwise agreed.
- On receipt of your deposit, you enter into a legal agreement and are bound to abide by the conditions of hire.
- To ensure a refund (minus non-refundable deposit) you must cancel your reservation at least 12 weeks prior to your arrival. After this time the full amount is payable.

- 9.2 Obligations of the Guest

The guests agree:

- To pay for any losses or damage to the property caused or allowed by the guest.
- To take good care of the property and leave it in a clean and tidy condition on departure. The owner reserves the right to make a charge for extra cleaning if the property is not left in a satisfactory condition.
- To ensure the security of the premises during your stay. The guests are responsible for ensuring the front door remains locked.
- To permit the owner and their representatives' access to the property at any point during the rental period.
- Not to part with possession of the property, or share it, except with members of the party listed when booking
- Not to exceed the total number of people stipulated in the booking.
- Not to sell or transfer the booking to another party without the owner's agreement
- Not to cause an annoyance or become a nuisance to occupants of adjoining premises
- Not to smoke or allow smoking
- Not to leave charging electrical items unattended. This includes but is not restricted to lithium-ion batteries.

- 9.3 We reserve the right to charge a damage deposit which will be returned within 5 days of end of your rental should no damage be found. We also reserve the right to deduct charges for losses or damages from said deposit.
- 9.4 All properties are non-smoking - please do not smoke under any circumstances. Should you permit smoking you will be charged for all cleaning requirements including but not limited to carpet cleaning and dry-cleaning of soft furnishings.
- 9.5 Towels and linen are included in the rates. Linen is changed between holidays and a change of linen is provided weekly during holidays.
- 9.6 Pets are not accepted.
- 9.7 Electricity and heating are included in the rental.
- 9.8 If for any reason beyond the owner's control the property is not available on the date booked (owing, for example, to fire damage) or the property becomes unsuitable for holiday letting, all rent and charges relating to the accommodation only paid in advance by the guest will be refunded and they shall have no further claim against Number 15.
- 9.9 The owner shall not be liable for any loss or damage which the guest or any other person may suffer arising out of or in respect of any rental.
- 9.10 The contract is governed by Scottish law.
- 9.11 We endeavour to prepare the properties to a high standard. However, if a problem does arise please advise us immediately. Every effort will be made to assist you.
- 9.12 If something breaks or becomes faulty during the rental, please advise us immediately. This will give us time to fix the problem.
- 9.13 If there is a breach of any of these conditions by the guest or any of their party, the owner reserves the right to re-enter the property, and require the guest and their party to leave. If there is a breach of any of these conditions by the owner, then the guests have the right to end their holiday.