



# Hebridean Whale & Dolphin Trust

## Participation in HWDTs Marine Mammal Monitoring Programme on board *Silurian*

### Terms and Conditions

#### 1. Expedition

- 1.1 You acknowledge that HWDT reserves the right at its absolute discretion to make changes at any time to any or all the arrangements, services and proposals which may have been or may in future be communicated to you or which have or may in future appear in any information about either the vessel or the expedition.
- 1.2 A reservation is not confirmed until a deposit has been received by HWDT.
- 1.3 By paying a deposit you are agreeing to the Terms and Conditions set out in this document.

#### 2. General

- 2.1 HWDT will ensure that the Vessel is kept seaworthy, manned and equipped for its intended purpose.
- 2.2 HWDT will provide accommodation on the vessel throughout the duration of the expedition. However, where it is not possible for HWDT to provide accommodation on the vessel, at its discretion HWDT may provide you with alternative accommodation.
- 2.3 You are responsible for ensuring that you have a valid passport and such visas and inoculations and vaccinations as are necessary for travel and participation in the expedition.
- 2.4 You are responsible for meeting the requirements for any covid-19 protocols which are required by HWDT for joining the expedition. Covid-19 protocols and requirements are regularly reviewed.
- 2.5 While on board the vessel, you must accept the authority of the vessel's skipper and you shall adhere to all decisions and instructions issued at any time by the skipper, including (but not limited to) any safety instructions.

2.6 As a result of limited space on board the vessel, the skipper may object to the nature and amount of personal belongings which you intend to take on board.

### 3. Payment and Cancellation

3.1 You will be required to pay a **50% non-refundable deposit** to secure your place on the expedition.

3.2 **Full payment must be made 80 full days prior to the expedition start date.** Failure to do so without prior agreement in writing by HWDT will result in the termination of your booking by HWDT. In the event of termination for non-payment, no deposit funds will be refunded.

3.3 Any cancellation must be notified in writing. In the event that you cancel:

- More than 80 days prior to the start of the expedition, you will only be charged your deposit (50% of the total cost).
- Less than 80 days before the start of the expedition, you must pay the full cost (100% of the total cost).

3.4 Amendments/Cancellation Administration Fee – HWDT reserves the right to charge an administration fee of £30 in respect of any changes made to a booking.

3.5 In the event that HWDT cancels the expedition, the following refund options will be made available, and the passenger shall have no further claim against us. Scheduled expeditions may be cancelled up to four weeks in advance of the departure date if insufficient bookings have been made:

- If the entire expedition is cancelled, a full refund will be offered
- If 50% or less of the expedition has been completed, a 50% refund will be offered
- If 75% or less of the expedition has been completed, a 25% refund will be offered
- If over 75% of the expedition has been completed, no refund will be offered.

**Note. We appreciate that wholly unforeseen events may result in cancellation. In view of the above and for your peace of mind we therefore strongly advise you to take out appropriate comprehensive Accident & Cancellation Insurance at the time of your booking.**

3.6 Expeditions will not be cancelled due to poor weather. The research expedition will continue and 'storm bound' activities will be provided. Storm bound days are at the skipper's discretion.

### 4. Insurance – we strongly advise you to take out insurance cover

4.1 It is your responsibility to obtain travel insurance, HWDT will under no circumstances be responsible for reimbursing travel costs, e.g., in the event of a cancelled expedition.

4.2 Any personal belongings which you take on board the vessel are taken on board entirely at your risk and HWDT shall have no liability for any loss or damage to them, so please ensure you have adequate household insurance to cover any costs incurred.

4.3 It is your responsibility to obtain medical expenses insurance to cover all medical expenses relating to any illness or mishap which may befall you during the expedition (whether at sea or in port) and the costs of repatriation.

## **5. Behaviour**

5.1 During the expedition, you will:

- a) keep HWDT furnished with current details of next of kin as an emergency contact
- b) not bring on board the vessel any animals or restricted items such as illegal drugs/substances, firearms or explosives
- c) not be in possession of or under the influence of illegal drugs
- d) consume alcohol in moderation only, and only with the express authority of the skipper
- e) not invite personal guests on board the vessel without the prior authorisation of the skipper
- f) behave in a courteous, moderate and considerate manner, taking into account any others who may be on board the vessel
- g) comply with the laws and regulations of all places visited
- h) do nothing which may render the vessel liable to arrest or impounding.

## **6. Provision of Information (including Medical Information)**

6.1 You will need to provide any information requested by HWDT to determine your suitability for the expedition, including but not limited to any medical information which it is necessary to provide in order to ensure your safe passage on the vessel. This will be stored electronically on our system and details will be provided to the crew before you embark.

6.3 You will promptly notify HWDT of any reason, medical or otherwise, which would prevent you from participating fully in the expedition, or which would make it inappropriate or unsafe for you to do so.

6.4 If requested to do so, prior to the commencement of the expedition, you will provide HWDT with a medical certificate from your doctor, confirming that you are in a fit and proper state of health to undertake the expedition.

6.5 You will declare in writing to HWDT if you have been prescribed any form of medication which you are required to take during the expedition. You will be responsible for the costs of all medical treatment (including medicine) used other than those from the vessel's medical chest whilst at sea. Individuals are responsible for bringing adequate quantities of any regular medication they require.

## **7. Training**

7.1 HWDT will provide you with an induction explaining the research activities undertaken on the vessel and will also provide you with training to assist you: a) to meet the standards expected of a participant; and b) to ensure your health and safety on board the vessel.

7.2 Failure to participate in the training referred to in clause 7.1 above will result in the placement coming to an end with immediate effect.

## **8. Equipment and Meals**

HWDT will provide you with: a) a safety line, lifejacket, waterproofs and any other sailing equipment reasonably deemed necessary by HWDT in connection with the expedition and b) meals on board the vessel whilst at sea. The evening meal on the last evening before

departure is not provided on board, we eat out in a restaurant and the cost is not covered by HWDT.

## **9. Image Use**

I understand that by participating in an expedition I consent to allowing HWDT to use any photo or film which might have been taken of me. Uses may include, but are not limited to, social media, websites, advertising and press activity.

## **10. Termination of Participation**

- 10.1 HWDT has the right to terminate participation with immediate effect at any time.
- 10.2 Unless previously agreed in advance in writing, HWDT will in no circumstances be responsible for travel expenses or repatriation costs if participation in an expedition is terminated.
- 10.3 You may terminate participation at any time verbally or in writing to the skipper, such termination to take effect at the date of the notification or, if you are at sea, at the next port of call or such other port as may be agreed. In the event of termination, no funds will be refunded.

## **11. Data Protection**

- 11.1 Under General Data Protection Regulations, which came into force on 25th May 2018, you have a right to know how we use your personal data. By signing this agreement, you agree that HWDT may hold and process your personal data, including sensitive personal data defined by Article 9 of GDPR, for the purpose of the expedition.
- 11.2 All personal information on EU citizens can only be processed and kept for as long as it's legally needed. We will keep your medical forms, contact details, name, and any emails containing sensitive personal data, on record for an indefinite amount of time to protect us against future legal claims and as proof in our records that you have volunteered with us.
- 11.3 You also have a right to be forgotten (i.e., to have your personally identifiable data deleted). Please contact HWDT directly at [info@hwdt.org](mailto:info@hwdt.org) and all files will be deleted.

## **12. Risks assumed by you**

HWDT gives notice that all arrangements made by us are on the condition that we shall not be liable for any death, injury or damage, loss, delay or irregularity that may be caused by persons or conditions out with our control. We accept no responsibility for any losses or additional expense due to delays, cancellations or changes in air, road, rail, sea or other services, strikes, war, weather, Government or customs or police intervention or other such events outside of our control amounting to force majeure.

**I acknowledge that I understand and agree to these Terms and Conditions and that by processing a deposit payment, I am accepting these as the basis upon which the expedition is offered.**