

These are our Terms and Conditions of your booking a holiday or cruise with Morvern Marine Services which also trades as Chalice Charters. Please note that by booking a space on one of our scheduled cruises or holidays or by entering into a whole-boat charter scenario, you are agreeing to these terms.

ONE Chalice Charters (The Company) give 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 outwith our control. We accept no responsibility for any losses or additional expense due to delays in changes in air, road, rail, sea or other services, strikes, war, weather or other causes.

TWO The accommodation is not booked until the completed Booking Form and a deposit of 20% of the fee (or as otherwise agreed) has been received. Provisional bookings by phone, fax or e-mail will be held for 10 days pending receipt of the Booking Form and deposit. Every person making a booking on behalf of a passenger or group of passengers warrants and confirms that he/she has the authority of that passenger and that each such passenger is familiar with and agrees to be bound by these Terms and Conditions. We reserve the right to alter prices in accordance with any major changes in cost that may occur between the time of the booking and the time of departure.

In respect of cruises that do not incur overnight accommodation on board the vessel, The Company will not consider a booking to be confirmed or a place guaranteed until full payment has been received.

THREE Passengers signing the Booking Form, or making a booking on behalf of others, are declaring that they, and all persons on whose behalf they are booking, are in good health and reasonably mobile and agile. Any illness arising between booking the holiday and actual departure must be declared. The skipper may refuse to carry any passenger or luggage on any charter for any cause relating to the safety of the vessel or any property or other persons on board. In such circumstances the passenger shall not be entitled to any compensation or payment whatsoever except we shall refund to the passenger any fare paid to us in respect of that charter unless a serious health concern has not been declared beforehand.

FOUR The Company and Crew shall not be responsible for any accident or injury caused to any person or persons arising out of diving or use of any equipment. The Charterers shall be liable for repair or replacement of any of the Company's equipment in the event of loss or damage.

FIVE Morvern Marine Services complies with Statutory Instrument 1992 No. 3288 in that we administer a Clients Account where all client's monies are held until the holiday has been delivered. All monies will be paid into the Clients Account unless agreed otherwise.

SIX If owing to circumstances beyond our control, we cannot provide the vessel/charter booked or a suitable alternative, we will refund all money paid, in full, and the passenger shall have no further claim against us. Scheduled charters may also be cancelled up to four weeks in advance of the departure date if insufficient bookings have been made.

SEVEN The Charterer, whether an individual or booking the whole vessel, is responsible for the whole of the fee he/she has undertaken to pay and must pay the balance at least 28 days before the start of the charter period. If for any reason, the Charterer cancels the booking, he/she remains responsible for the whole of the fee. It may be possible for you to transfer your booking to another individual with our prior agreement. Otherwise we will make every effort to resell the reservation and if able to do so will refund the deposit and any other money paid minus any administration cost and any other expenses incurred. In view of the above conditions, we strongly recommend that you consider a separate Holiday Cancellation Insurance Policy, which are available from several independent companies and brokers.

EIGHT The Charterer holds a full Marine Insurance policy for bodily injury or accident to passengers on board, for a minimum of £10,000,000 in respect of any one incident. Our insurance does not cover passengers who are away from the vessel or its tender or whilst engaged in watersports (such as diving) or any other activities. We do not accept responsibility for loss of or damage to passengers' personal belongings, property or valuables whilst onboard or in transit, so please check your own household insurance policy to make sure that you are adequately covered in this respect.

NINE No unaccompanied children under the age of 16 can be carried. No children under the age of 12 shall be carried unless part of a whole boat charter and then they are the responsibility of their parents/guardians at all times. Please note that rare exceptions have been made and we will be pleased to discuss your request. No animals to be carried unless with permission of The Company.

TEN No drugs, other unlawful substances or goods or pornographic materials are permitted on board the vessel and the passenger(s) shall free and release the vessel owner / skipper from any liabilities or responsibility arising out of any breach of this condition.

ELEVEN In the unlikely event that you have a complaint please report it to us as soon as possible so that we may deal with it promptly and, hopefully, to your satisfaction. Any legal action or proceedings arising out of or connected with this contract shall be governed by the Laws of Scotland.

TWELVE We reserve the right to vary the charter in any way we consider preferable for reasons of safety or due to adverse weather or any other conditions. Ultimate decisions regarding the safety of the vessel, its tender and those on board rest with the skipper. If such circumstances should arise, passengers shall not be entitled to, nor shall they receive, any refund or compensation whatsoever.