

## **West Coast Archaeological Services – Terms & Conditions**

Please read these terms & conditions carefully before completing your booking form. Once a completed booking form has been accepted in writing by West Coast Archaeological services all the persons named on the booking form (“the clients(s)”) will have entered a binding contract on the basis of these terms & conditions. If you have any questions about them please do not hesitate to contact us.

### **1. Agreement**

Agreement on the basis of these terms & conditions arise upon the fulfilment of all of the following: receipt by West Coast Archaeological Services of a properly completed booking form accompanied by the payment or deposit specified; clearance of the payment or deposit into West Coast Archaeological Services bank account; acceptance by West Coast Archaeological Services in writing.

West Coast Archaeological Services reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and West Coast Archaeological Services will return any payment accompanying the booking.

The agreement is between West Coast Archaeological Services and the client(s) and is the sole agreement between those parties. No variation of these terms & conditions shall be applicable unless agreed in writing by West Coast Archaeological Services before the relevant holiday commences.

### **2. Payment**

Full payment is required for holidays that are due to start in 6 weeks or under.

For holidays that are due start in 6 weeks or over, you will be billed 20% of the total holiday fee. You will be sent an email reminder at 10 weeks and 8 weeks prior to the holiday start date prompting you to pay the remaining 80%. Email is not guaranteed to be delivered, so it is the customers ultimate responsibility to check when payments are required.

The balance of the fee (80%) as specified on the booking must be paid in full 6 weeks prior to the commencement of your holiday. If not so paid, West Coast Archaeological Services reserves the right to treat the agreement as cancelled by the client(s) and the client(s) will forfeit their 20% deposit.

### **3. Prices**

Whilst every effort is made to limit prices to those given in the booking, West Coast Archaeological Services reserves the right to alter prices should its costs in hosting a holiday increase for reasons beyond its reasonable control.

In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price.

In the event of the price being thus increased by 10% or more the client(s) may opt to cancel the booking and will then be entitled to a refund of all monies paid.

#### 4. Cancellation by client(s)

If the booking is cancelled by the client(s) for any reason the following cancellation change will arise:

- Cancellation more than 6 weeks before holiday start date a full refund of all monies will be made.
- Cancellation 3 – 6 weeks before holiday start date 50% of the total fee will be payable.
- Cancellation less than 3 weeks before the holiday start date 100% of the fee will be payable.

And the client(s) acknowledge that it is reasonable for such penalties to arise, given the need for West Coast Archaeological Services to make preparations for a holiday well in advance of the start date.

#### 5. Changes to content of proposed holiday by West Coast Archaeological Services

Any West Coast Archaeological Services holiday is, by its very nature, exposed to natural variables, including the weather. Whilst every reasonable effort is made to deal with such contingencies there may be occasions when West Coast Archaeological Services through no fault of its own, is forced to vary or modify a holiday itinerary at short notice or decides to do so in order to take advantage of natural circumstances. The client acknowledges that information about field trips and holidays in general provided by West Coast Archaeological Services is given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify the content of the holiday and that in such circumstances it is not reasonable for West Coast Archaeological Services to be liable for any losses consequential on such a change.

West Coast Archaeological Services holidays and field excursions are led by experienced and capable archaeologists, who also have a sound knowledge of the local landscape and weather conditions.

#### 6. The conduct of a field excursion or field school

The client acknowledges that during a West Coast Archaeological Services field excursion or field school he/she is required to submit to the reasonable instructions and leadership of West Coast Archaeological Services, save the parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of West Coast Archaeological Services. The client acknowledges that persons attending a field excursion or field school are entitled to expect a high standard of conduct and regard for personal well being on the part of all clients.

For this reason the client accepts that West Coast Archaeological Services may, in its absolute discretion and without the need to give reasons, arrange for him/her to be

removed from a field excursion or field school, if necessary against his/her will. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control of children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of the field excursion or field school. In such circumstances the client will not be entitled to a refund of monies and West Coast Archaeological Services will not be liable for any losses so resulting. The client will on demand reimburse West Coast Archaeological Services its reasonable costs of effecting his/her removal.

## 7. Liability

West Coast Archaeological Services field excursions and field schools take place in the open countryside and by their very nature are not absolutely free from hazard. West Coast Archaeological Services makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risks as may remain. Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without West Coast Archaeological Services being at fault and accepts that to that extent he/she is taking part in field excursions and field schools at his/her own risk.

West Coast Archaeological Services only accepts liability for physical injury to a client that is shown to result from negligence on the part of West Coast Archaeological Services.

The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and harm caused other than by the negligence of West Coast Archaeological Services) howsoever arising is not the responsibility of West Coast Archaeological Services.

## 8. Insurance

The client acknowledges that standard travel insurance is required to attend field excursions and field schools and that it is the clients' responsibility to ensure that their insurance is valid and provides sufficient cover for the period of the holiday. The client is advised to familiarise his/her self with the extent of the cover and to satisfy his/her self that it is adequate to their needs.

## 9. Complaints

In the unlikely event that a client has cause for complaint about a West Coast Archaeological Services holiday, complaint should be made to a representative of West Coast Archaeological Services during the holiday, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a holiday but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days of the termination of the holiday.

## 10. General

West Coast Archaeological Services recommends that all clients pay particular attention to the list of clothing and equipment specified for our holidays in Skye & Lochalsh. This will be sent out with our information package after booking your holiday. The weather can be very changeable in the region and some field excursions take place in wild and remote landscapes.

Please ensure to notify us (on the booking form) of any specific problems concerning your health, which should be known by the holiday leaders. This information will, of course, be treated confidentially.

Thank you.

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