

St Helena Island 2019

# DMC Booking Policy

Destination Management



Island Images Ltd.  
DEREK AND LINDA RICHARDS

## BOOKING TERMS & CONDITIONS

All tours are operated by Island Images Ltd (“Island Images” or the “Tour Operator”).

By booking or participating in a tour or any related products or services (a “Tour”) with the Tour Operator, you (“you”) agree to these Terms & Conditions (the “Terms”).

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

### 1. THE BOOKING CONTRACT

Your booking is confirmed and a contract exists when “Island Images” issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to “Island Images” immediately. Please ensure that names are exactly as stated in the relevant passport.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to “Island Images”.

### 2. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying “Island Images” if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and “Island Images” will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### 3. REQUIRED MEDICAL INFORMATION

You must provide any medical information reasonably requested by “Island Images” and may be required to complete a medical information form. You should always consult with your physician and anyone else familiar with your medical history and needs before embarking on any adventure travel. Please ensure that you have confirmed with a medical professional that you are medically fit to embark on the travel you have booked.

“Island Images” reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour.

The Tour Operator reserves the right to deny you permission to participate in any aspect of a Tour at any time and at your own risk and expense where “Island Images” determines that your physical or mental condition renders you unfit for travelling or you represent a danger to yourself or others.

Pregnancy is considered a medical condition and must be disclosed to "Island Images" at the time of booking.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your physician's advice on vaccinations and medical precautions. "Island Images" does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

"Island Images" advises that before leaving home you should arrange travel, personal accident, medical insurance and baggage insurance to cover the journey (See Mandatory Insurance Requirement). You will be asked to produce proof of medical insurance by Immigration on arrival at St Helena.

#### 4. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to "Island Images" at the time of booking. "Island Images" will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of St Helena and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed at the time of booking. Any special requests or requirements do not form part of these Terms and "Island Images" is not liable for any failure to accommodate or fulfil such requests.

#### 5. AGE REQUIREMENTS

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by the Tour Operator, there is no minimum age for minors travelling on any tour, but they may not be allowed to take part in certain excursions.

All bookings with a minor are subject to review and approval by "Island Images". If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions to and from St Helena. "Island Images" will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behaviour, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. "Island Images" does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

## 6. MANDATORY INSURANCE REQUIREMENTS

YOU MUST HAVE TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION AND REPATRIATION COVERAGE OF GBP250,000.00 covering all applicable dates of travel with "Island Images". This insurance must cover personal injury and emergency medical expenses. You are strongly recommended to extend your coverage to include cancellation, curtailment, and all other expenses that may arise as a result of loss, damage, injury, delay or inconvenience while traveling. You acknowledge that insurance coverage is not included in the cost of any Tour offered by Island Images and you are required to obtain separate coverage at an additional cost. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of the applicable insurance plans. You are responsible for advising your insurer of the type of travel, destination and activities included in your booking so that the insurer may provide appropriate coverage.

## 7. PRICES AND SURCHARGES.

The published price of any products or services offered by "Island Images" is subject to change by "Island Images" at any time, before or after booking confirmation, up to 30 days before departure. Tours are priced and advertised exclusive of applicable sales taxes. After a confirmation invoice has been issued by "Island Images" the right is reserved to impose surcharges on any products or services booked for reasons arising from increases in transportation or accommodation or local operator costs." Island Images" will only do so where the increase in question is greater than 2% of the original price paid. Upon learning of the necessity to impose a surcharge in accordance with this section "Island Images will provide notice to you as soon as reasonably possible.

Where the increase in price is greater than 7% of the original agrees fee you may choose to either:

- (a) cancel the applicable booking without incurring any penalty; or
- (b) accept the change of price.

You must notify "Island Images" of your choice within 14 days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase.

From time-to-time "Island Images" may offer reduced pricing on certain products or services. Reduced pricing applies only to new bookings. Bookings where payment of at least a deposit has been received by "Island Images" are not entitled to reduced pricing.

## 8. VALIDITY

All dates, itineraries and prices of Tours or Services are subject to change at any time and the current price will be quoted and confirmed at the time of booking, subject to any surcharges that may be levied in accordance these Terms.

You acknowledge that you are responsible for keeping up to date on the specific details of your Tour and any other products or services, including, but not limited to checking [www.islandimages.co.sh](http://www.islandimages.co.sh)

at least 72 hours prior to departure as minor changes may have been made after the time of booking.

## 9. DEPOSITS

At the time of booking, a non-refundable deposit of 30% of the total sum is applicable. If the booking is made 60 days or less prior to arrival in St Helena, full payment is due at the time of booking. The non-refundable deposit should be paid by the agreed method.

Certain products or services provided by "Island Images" may require you to provide a higher deposit or make full payment at the time of booking. You will be advised of any such requirements prior to confirmation of the applicable booking.

Lifetime Deposits: If you cancel your booking, and that cancellation is not a result of non-payment or any other breach of these Terms, the deposit amount will be held as a "Lifetime Deposit" with Island Images", subject to these Terms. Lifetime Deposits have no expiry and may be applied towards payment of a deposit on any other service offered by "Island Images". The Lifetime Deposit is transferable and may be transferred by you to another individual of your choosing by providing notice to "Island Images" in writing.

For the avoidance of doubt, only the deposit amount will form part of the Lifetime Deposit. The Lifetime Deposit has no cash value. Only one Lifetime Deposit may be applied per person per product booked. A Lifetime Deposit must be applied to a new Tour booking that is of equal or greater value to the cancelled Tour for which the Lifetime Deposit was originally received. A Lifetime Deposit may not be applied to the same or similar dates of travel.

## 10. DETAILS REQUIRED FOR BOOKING

As a condition of booking, you must provide the information requested by "Island Images" along with final payment. If you fail to provide all required information prior to the date on which full payment is due, an administrative fee will be charged for any costs incurred by "Island Images" as a result of your failure to provide the required information.

## 11. AIRFARE

Tour or service prices do not include international or other airfare unless expressly agreed with "Island Images" who will quote the best price available for the travel dates requested at the time the quote is prepared. Quotes provide an estimate only and are not a firm price commitment by "Island Images" or the applicable air carrier(s).

"Island Images" will not be responsible for changes in air itineraries or flight times and does not provide advice or alerts regarding air travel tickets, flight status or delays.

## 12. FINAL PAYMENT & ACCEPTANCE OF BOOKING

The confirmation sent by "Island Images" will contain details of final payment required for any booking. Payment of the balance of the price for any products or services booked is due 60 days before the arrival date in St Helena. If full payment is not received by the applicable due date, "Island Images" may, at its sole discretion, change the rate payable for the booking, or treat the

booking as cancelled and retain the deposit paid on booking as a cancellation fee. If a booking is made less than 60 days before the arrival date in St Helena, then the full amount must be paid at the time of booking.

“Island Images” is not responsible for any charges levied by third parties or financial institutions and payable by you as a result of credit card or other payment transactions and will not refund or return any fees charged by third parties or financial institutions in connection with payments made by you to “Island Images”.

### 13. CANCELLATION BY THE PARTICIPANT

You may cancel your booking by notifying “Island Images”. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by “Island Images” and are expressed as a percentage of the total price paid for the cancelled tour, product or service.

Cancellation of a Tour:

(a) Cancellation received 60 days or more before arrival in St Helena: Lifetime Deposit will be held by “Island Images” in accordance with these Terms, the remainder of the payments made to “Island Images” in respect of the cancelled product will be refunded.

(b) Cancellation received 59-30 days before arrival in St Helena: Lifetime Deposit will be held by “Island Images” in accordance with these Terms, an amount equal to 50% of the remainder of the payments made to “Island Images” in respect of the cancelled services will be refunded.

(c) Cancellation less than 30 days before arrival in St Helena: Lifetime Deposit will be held by “Island Images” in accordance with these Terms, and no further refund will be payable.

For certain products of services, alternative cancellation terms may apply. “Island Images” will advise you of any such requirements prior to confirmation of the applicable booking.

### 14. GUARANTEED DEPARTURES & CANCELLATION OF SERVICES BY “ISLAND IMAGES”

Any service, product or tour offered by “Island Images” will become a guaranteed service when at least one booking secured by a valid deposit has been made.

“Island Images” guarantees that all scheduled services, products and tours booked and secured with a valid deposit will be delivered as indicated on the applicable confirmation, subject to reasonable itinerary changes as described in these Terms, notwithstanding good faith and health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date itinerary information is available at [www.islandimages.co.sh](http://www.islandimages.co.sh) or by contacting “Island Images” directly. Brochures and other 3<sup>rd</sup> party services displaying information and service dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by Island Images prior to your arrival in St Helena for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting:

- (a) a substitute Tour of equivalent or superior value; or
- (b) a full refund of all monies paid for the cancelled Tour.

“Island Images” is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, “Island Images” reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, “Island Images” will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, “Island Images” may provide you with a refund for products or services as determined in its discretion.

#### 15. TRAVEL DOCUMENTS

It is your responsibility to obtain information and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region including St Helena. This includes a valid passport and all travel documents required by the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. You must have a passport that is valid 6 months after the last date of travel to St Helena as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of your travel to St Helena, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. “Island Images” does not provide advice on travel documents and makes no representations or warranties as to the accuracy or completeness of any information provided on visas, vaccinations, climate, clothing, baggage, or special equipment.

#### 16. FLEXIBILITY & UNUSED SERVICES

You acknowledge that the nature of adventure travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by “Island Images”. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of “Island Images”. No reimbursements, discounts or refunds will be issued for services that are missed or unused after arrival due to no fault of Island Images, including your removal from a Tour because of your negligence or breach of these Terms.

#### 17. CHANGES

Changes made by “Island Images”: “Island Images” may modify your itinerary where reasonably required in its sole discretion.

Changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of "Island Images".

You acknowledge that you must have reasonable financial resources to cover incidental expenses during your stay in St Helena, whether or not such expenses arise from a change of itinerary, and "Island Images" is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel.

Changes made by you: You are responsible for ensuring that information provided to "Island Images" is accurate and up-to-date. Any changes to your name on any booking are subject to approval. Any changes to a booking depend on availability and are subject to approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days prior to arrival on St Helena.

#### 18. ACCEPTANCE OF RISK

You acknowledge that tours and travel and the products and services offered by "Island Images" may involve risk to your health and safety. By booking with "island Images" you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases "Island Images" from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by "Island Images".

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, carriage by watercraft, participation in "extreme sports" or other high-risk activities.

You must at all times strictly comply with all applicable laws and regulations of St Helena Island. Should you fail to comply with the above or commit any illegal act whilst booked with "Island Images" or, if in the opinion of "Island Images" (acting reasonably), your behaviour is causing or is likely to cause danger, distress or material annoyance to others, "island Images" may terminate your travel arrangements on any product or service immediately at your expense and without any liability on "Island Images" part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by "Island Images" or their suppliers for property damage, destruction or theft caused by you whilst booked with "Island Images". You agree to immediately report any pre-existing damage to "Island Images" and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.



You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither "Island Images" nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to "Island Images" as soon as possible in order to provide "Island Images" with the opportunity to properly address your complaint. "Island Images" assumes no liability for complaints that are not properly brought to their attention and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of visit to St Helena with "Island Images" must be received in writing by them within 30 days of departure from St Helena.

#### 19. "ISLAND IMAGES" IS NOT LIABLE FOR THIRD PARTY SUPPLIERS

"Island Images" makes arrangements with accommodation providers, activity providers, transportation companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although "Island Images" takes all reasonable care in selecting Third Party Suppliers, "Island Images" is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions.

"Island Images" is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

#### 20. OPTIONAL EXTRAS

"Optional Extras" refers to any activity, transportation, meal, product or service not expressly included in the services quoted upon. You agree that any assistance given by "Island Images" in arranging, selecting, or booking, any Optional Extras is purely at your request and "Island Images" makes no warranties and expressly disclaims any liability whatsoever arising from participation in Optional Extras or any information provided by "Island Images" regarding any Optional Extras. You release "Island Images" from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to or arising from participation in or booking of Optional Extras.

You acknowledge and agree that any liability for loss, damages, death, personal injury, illness, emotional distress, mental suffering or psychological injury or loss of or damage to property associated with Optional Extras is the sole responsibility of the third party providing that service or activity.

#### 21. LIABILITY

"Island Images" shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any

manner caused by the laws, regulations, acts of God, strikes, fire, flood, war, theft, or any other cause(s) beyond their control. You waive any claim against "Island Images" for any such loss, damage, injury, or death.

## 22. FORCE MAJEURE

"Island Images" will not be liable in any way for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, fire, extreme weather or any other cause whatsoever beyond the reasonable control of "Island Images" even with all due care, could not foresee any and all of which, individually and collectively, constitute "Force Majeure".

## 23. IMAGES AND MARKETING

You agree that, while participating in any activity, images, photos or videos may be taken by other participants, "Island Images" or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to "Island Images", to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## 24. PRIVACY POLICY

"Island Images" must collect your personal information to deliver tours and any products or services booked. "Island Images" collects, uses and discloses only that information reasonably required to enable "Island Images" to provide the particular tour, products and/or services that you have requested.

Derek Richards

Island Images

01 April 2019