BOOKING CONDITIONS

PLEASE READ CAREFULLY

Falkland Island Holidays ("**FIH"**) is owned by Stanley Services Ltd, a Falkland Islands Registered Company Registration No. 8257

Registered address:	Stanley Services Limited Airport Road P.O Box 117 Stanley, Falkland Islands FIQQ 1ZZ
Telephone:	+500 22622
Fax:	+500 22623
Email:	office@stanley-services.co.fk
Web:	www.stanley-services.co.fk
FIH Email:	info@fi-holidays.com

1. YOUR CONTRACT

Please read these booking terms and conditions carefully ("the Booking Conditions").

A contract will exist between us from the date we issue the Deposit Invoice, you (and any other person on whose behalf you book) agree to accept all of these Booking Conditions. You acknowledge that you and all persons named on the booking have read and accepted our booking conditions and general information pages contained in our client itineraries and / or brochure and/or on our website. You also warrant that the information given by you on the booking form is complete and true.

The person making the booking warrants that they are at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accept these conditions.

When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in the relevant passports. Unless we are liable for the mistake, we will not accept liability.

2. MAKING YOUR BOOKING

All Falkland Islands Holidays are bespoke and tailored to individual requirements. Once an itinerary has been agreed, we will check all accommodation and services and place them on provisional hold.

The individual/tour operator (herein known as the “party leader”) on payment of the Deposit Invoice, the party leader confirms in so doing that he/she is so authorised and that all party members agree to be bound by the Booking Conditions. The party leader must be at least 18 years of age when the booking is made. The party leader is the point of contact and is responsible for making all payments due to FIH.

3. PAYMENT

In order to confirm your holiday itinerary, an invoice for 20% of the tour cost will be issued (minimum deposit £2000 will apply for organised Groups with a Tour Leader) and is due for payment upon receipt ("Confirmation Invoice"). Once payment of the deposit invoice (or full payment if booking within ten weeks prior to arrival in the Islands) is received, the confirmation invoice is issued.

Any balance due must be received by FIH not less than ten weeks prior to arrival in the islands. Reminders are not sent. If payment of any invoice is not received in full within specified timeframes, FIH will assume a booking is no longer required and cancel all services. Any monies received by FIH to date will be retained.

4. METHODS OF PAYMENT

Invoices should be paid in full either by bank transfer in sterling and net of all charges, or by credit/debit card.

Payment by Visa Debit/Credit Card or MasterCard is accepted with no additional charge

Please note cheques are no longer accepted as form of payment.

For Sterling Invoice:

Account Number:	26143168
Account Name:	Stanley Services Limited- Falkland Island Holidays
Sort Code:	30-65-41
Bank:	Lloyds TSB
Address:	39 Threadneedle Street, LONDON EC2R 8AU
Swift code/BIC:	LOYDGB21682
IBAN:	GB59 LOYD 3065 4126 1431 68

5. PRICING

We reserve the right to alter the prices of any of the holidays shown in our brochure and/or on our website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed. All prices we advertise are accurate at the date published.

Estimated prices: We may not be in a position to confirm the costs for all services forming part of your holiday at the time of booking. For example, supplier(s) may not have published / confirmed their rates for the period in question. Where any costs cannot be confirmed, we will provide you with an estimated price for your holiday which will be based on anticipated rates and costs. If you wish to proceed with the booking and we are in a position to do so, we will issue a confirmation invoice on the basis that the price you have agreed to pay will be the one applicable to your holiday after confirmation of all costs. Once we have confirmation of all applicable costs, we will issue a revised invoice which will show the confirmed price. This price may be higher or lower than the estimated price

If the increase would be 2% or less of the holiday price shown on your Confirmation Invoice (excluding insurance premiums and any amendment charges), we will absorb the changes in our costs described above and will only pass on any increase above that level.

If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one or cancelling and receiving a full refund of all monies paid, less any amendment fees.

If any change in our costs would cause a reduction in your holiday price, we will not make refunds of amounts less than 2% of your holiday price (calculated as above) but we will refund in full amounts exceeding such 2%.

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6. FINANCIAL PROTECTION FOR UK BASED CUSTOMERS

We are a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT) which provides financial protection under its ATOL Franchise and The Package Travel and Linked Travel Arrangements Regulations 2018 for Stanley Services Ltd, ABTOT Membership Number 5558, ATOL number 12606, and in the event of our insolvency, protection is provided for flight inclusive packages, flight only and linked travel arrangements (LTAs) sold as a principal under the ABTOT ATOL Franchise to UK customers only.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT's 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: https://www.legislation.gov.uk/uksi/2018/634/contents/made

You can find out more about ABTOT here: https://www.abtot.com/

7. CANCELLATION

Cancellation of a booking may be made at any time provided it is done so in writing. Any 20% deposit payment received will be retained by FIH to cover administration costs incurred in the handling of the booking.

No refunds will be given in respect of excursions or activities which you book and then do not take part in whilst on holiday.

Cancellation charges as shown will be applicable:**Period Before Departure When Notice Of Cancellation Is Received**	**Percentage Of Total Booking Price**
57 days or more before departure	50% of total tour cost
29-56 days before departure	75% of total tour cost
28 days or less before departure	100% of total tour cost

FIH shall not cancel any tour for reason of political tension or natural disaster unless specifically recommended to do so by the Foreign Office.

8. AMENDMENTS

Any requests to make changes to a confirmed itinerary must be notified to FIH by email to: info@fi-holidays.com whilst every effort will be made to accommodate these changes, FIH cannot guarantee to meet such requests. In the circumstances that we make amendments by your request and it incurs an additional cost, this will be passed onto you for payment.

Contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later.

9. AMENDMENTS BY FIH

FIH reserve the right to re-arrange itineraries or replace certain activities if unforeseen conditions demand such action, including the alteration by or retraction of services by third party/independent suppliers of services within the Falkland Islands.

Flexibility is vital in the Falklands as changes in flight timings due to weather conditions and other problems may occur.

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10. INSURANCE AND MEDICAL

Travel Insurance is mandatory for all clients whilst on a holiday organised by the Company. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. Clients are responsible for ensuring that they have personal travel insurance with protection for the full duration of the holiday in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment with adequate and appropriate cover. We do not check insurance policies and cannot be liable for any expenses incurred as a result of you not having adequate, appropriate or valid insurance cover.

All extra charges due to flight delays, weather and unforeseen circumstance will be charged to you. In addition to your standard travel/holiday insurance, please ensure the following:-

All visitors must have sufficient medical/travel insurance including coverage for medical evacuation by air-lift to a third country, as well as repatriation and air ambulance costs to the value of at least of US $2,000,000

RAF Airbridge Passengers are advised to have a policy in place which covers more than the potential loss of a full return fare. You are advised to check that your insurance policy does not have exclusion for non-commercial flights.

11. TRANSPORT

11.1 RAF Airbridge OR LATAM Airlines CHILE International flights and delays

Flights - Itineraries do not include International flights. We do not arrange any international flights.

Flight delays and cancellations for which Stanley Services Limited/Falkland Islands Holidays does not have any liability to you and cannot be held responsible under any circumstances. This might result in extra expenses for the client, e.g. accommodation, food, excursions etc.

9.1.1 As a result of an agreement between the Ministry of Defence (MOD) and the Foreign and Commonwealth Office (FCO) capacity is provided on the MOD Charter flights (the South Atlantic Airbridge) to the Falkland Islands, to convey civilian passengers and freight. The primary function of the MOD service is to provide an air-link between the United Kingdom and the Falkland Islands for MOD personnel and freight in support of the Garrison.

The capacity to carry civilian passengers and freight is provided subject to overriding military requirements. This means that from time to time, for operational reasons, civilian passenger bookings may be changed by the MOD. Also, due to changing military priorities and the lack of other airlines operating this route, it is likely that any technical problems with the aircraft will result in delays to the aircraft itinerary.

The MOD will accept no liability for claims arising from changes to the aircraft timings or routing. Passengers are strongly advised to take out comprehensive travel insurance to cover such flight disruptions.

The Falkland Islands Government Office provides a booking service for civilian passengers but can accept no responsibility in relation to the operation of the flights.

11.2 Falkland Islands Government Air Service ("FIGAS")

There are no flight schedules within the Falklands. The Falklands internal air service are arranged on a daily basis, according to demand. The time of departure and routing are announced in the evening prior to departure. Departure times can vary from 09.00 to late afternoon; the length of flight depends on the routing. For safety reasons, luggage allowances are limited to 20 kilos per passenger. Excess baggage may be carried at a charge of £10.00 per kilo, per individual flight flown. Advance notice of excess baggage is required and the cost of this is to be settled directly with the local airline by travellers upon return to Stanley Airport.

12. SPECIAL REQUIREMENTS AND PRE- EXISTING MEDICAL CONDITIONS

Please let us know at the time of booking if you have any special dietary requirements i.e. Vegetarian, Gluten Free etc. (Please note this is for medical/allergy purpose not likes/dislikes). Some accommodation providers that offer full board catering will usually only offer a set menu. Once on Island should you have any menu queries we suggest you speak directly with your host.

If you or any member of your party has any medical problem or disability which may affect your holiday, you must tell us before you confirm your booking. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

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13. NATURAL AND EXTREMELY REMOTE ENVIRONMENT

The Falkland Islands are extremely remote, isolated and in general remain a natural untouched environment with a variety of Wildlife. This poses its own risk to travellers not familiar with local conditions and wildlife behaviour. The only medical care facilities are in the capital, Stanley. You should be aware that travel in areas which are remote from medical facilities involves an additional element of risk. In the event of a serious injury or illness it could be many hours or even days before evacuation is possible. You should consider the characteristics of the environment you will be in, such as unfamiliar natural environment, change of weather, distance from help, and how these factors may affect the ease of rescue in the event of an emergency. While this should not dissuade people from visiting, it should encourage visitors to exercise caution and make a realistic evaluation of their own abilities when choosing a trip.

14. LAW AND JURISDICTION

This contract, and any other claim or dispute arising from or related to this contract, will be governed by Falkland Islands law and the court of the Falkland Islands shall have exclusive jurisdiction over any claim arising out of it.

15. PASSPORTS, VISAS AND IMMIGRATION REQUIREMENTS

Your specific passport, visa requirements and other immigration requirements, as well as any immunisation guidelines for the countries you are travelling to and through, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. As a starting point, you should ensure your passport has at least 6 months validity beyond your length of stay as this is now a mandatory requirement for many countries around the world.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for the Falkland Islands and any countries you may visit en-route. Where you do not do so and suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements.

Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

16. OUR LIABILITY TO YOU

We undertake to exercise reasonable skill and care in the provision of our services. FIH is not liable for any failures that occur in the performance of travel arrangements which are attributable to you or a third party unconnected with the provision of the services.

FIH shall not be responsible for any loss or damage which you may suffer arising out of events beyond FIH's control or the control of its suppliers (including, without limitation, fire, failure of electrical, gas or other power supplies, strikes, industrial action, terrorist activity, technical problems with transport, illness of entertainers and bad weather), nor for any curtailment, cancellation or change to any accommodation, activity or itinerary or any other consequences which arise as a result of such events.

For the avoidance of doubt, nothing in the Booking Conditions shall operate to attempt to exclude or limit liability for the death or personal injury of any person caused by the negligence of FIH or its employees, servants or agents or to attempt to exclude or limit FIH liability in any manner which would be unlawful.

In accepting the Booking Conditions there is an acceptance of the need for flexibility as a result of the environment in which the tour operates. The itinerary is an outline rather than a binding contractual commitment

Our liability is limited to a maximum of three times the cost of the holiday other than in circumstances of death or personal injury.

17. DATA PROTECTION

We take full responsibility for ensuring that proper security measures are in place to protect your information. We only obtain personal data relevant to the purpose of arranging your trip. In order to process your booking, brochure and itinerary enquiries and provide your trip, we need to collect certain personal details from you. These details will include, where applicable, the names and contact details of party members, credit/ debit card or other payment details and special requirements such as those relating to any disability or medical

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condition which may affect the chosen trip arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. When you make a booking, we need to pass on to companies and organisations who need to know them so that your trip can be provided (e.g. hotels, lodges, FIGAS). The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. In making your booking, you consent to personal data being passed on to the relevant parties, wherever they may be based. You confirm that you will only provide information about yourself and those in your party and that such information is true.

18. **GENERAL**

FIH reserves the rights to amend these terms and conditions as it sees fit as a result of local conditions and will notify any party who already has a written confirmation of these changes.

Any questions, queries, or request general explanation of the terms and conditions should be submitted in writing to the Manager of FIH.

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