

SEA VOYAGES

If you wish to book one of our sea voyages please complete the information below and overleaf.

Important: Please read carefully the booking conditions of Andrew Weir Shipping Limited and the terms and conditions of St. Helena Line Limited as they will apply to this booking and your cruise.

PLEASE COMPLETE ALL DETAILS FOR EACH PERSON TRAVELLING

TOUR NAME
DEPARTURE DATE

NAMES MUST BE AS THEY APPEAR ON PASSPORT

1.	
Title	
Surname	
Forenames	
Correspondence address for the group	
Full international tel no:	
Nationality	
Date of birth	
Occupation/profession	
*Passport number	
Expiry date & place of issue	
Cabin grade requested	

2.	
Title	
Surname	
Forenames	
Nationality	
Date of birth	
Occupation/profession	
*Passport number	
Expiry date & place of issue	
Cabin grade requested	

3.	
Title	
Surname	
Forenames	
Nationality	
Date of birth	
Occupation/profession	
*Passport number	
Expiry date & place of issue	
Cabin grade requested	

4.	
Title	
Surname	
Forenames	
Nationality	
Date of birth	
Occupation/profession	
*Passport number	
Expiry date & place of issue	
Cabin grade requested	

	Outward	Return	Voyage no.
Sailing date			
Port from			
Port to			

For office use only

BKG REF.

Flight details or flight cost quote required <small>(If you have already booked, please give details of your flight)</small>		
Flight no. booked or requested*	Time	
<small>*Please delete where necessary</small>		
Date	Airline	Single
From	To	Return

Accommodation required on St. Helena <small>(At an additional cost)</small>	
Establishment	
Arrival date	
Departure date	
No. of nights	
<input type="checkbox"/> We are booking/have booked our own accommodation on St. Helena <small>(Please enter details)</small>	

Please indicate nature of visit		
Business	Visting Family/Friends	Tourism

Travel Agent's stamp <small>(Please include ABTA No. and Tel No.)</small>	
ABTA No.	
Tel No.	

*Please note your booking cannot be accepted if details of next of kin and passport to be used for this trip are not declared above and overleaf. See Clause 35.



TERMS & CONDITIONS

SEA VOYAGES

Terms, conditions and regulations under which passengers and their luggage are conveyed

It is agreed that the ticket of which these terms and conditions form part (hereinafter called "the ticket") is issued by Andrew Weir Shipping Limited (the "Manager") as agents only for St. Helena Line Limited (hereinafter called "the Company") which term shall include any charterer, Manager or operator of the ship) and is accepted by the passenger upon the following terms and conditions:-

1. Once you decide to book a passage you must complete a booking form and you, or your travel agent, must send it to us with an appropriate payment. The booking form must include all passengers' names and be signed by an adult member of the party. We are entitled to assume that the person signing has been authorised to do so by the other passengers, and so in signing the booking form accepts these terms and conditions on behalf of every member of the party. A contract will not exist until we issue our confirmation invoice.

2. The ticket is not transferable and by the contract contained in it the Company agrees to carry the passenger and the passenger agrees to pay the fare demanded and to be bound by all the terms, conditions, limitations, exceptions and liberties of the contract.

3. The passenger warrants that he has authority to sign on behalf of all persons named in the booking form and/or the ticket and agrees that his and their heirs assigns and personal representatives shall be bound by these or the Supplier's terms and conditions and any other terms forming part of the Contract.

4. It is expressly agreed that the passenger is carried subject to the terms and conditions of any carrier or Supplier (whether by air, sea or land) insofar as such conditions do not conflict with the terms and conditions of the ticket which shall prevail. The Company does not accept any liability whatsoever in respect of the passenger or his baggage while being carried on or in any conveyance other than the Company's ships even though the contract of carriage contained in the ticket includes a transit by such conveyance.

5. The fare shown represents the amount payable in accordance with the Company's standard rates in force at the date of issue of the ticket. Agreed fares will not be increased except in the event of variations in (i) transportation costs including the cost of fuel, (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation taxes or fees at ports or airports, or (iii) currency exchange rates. No increase will be made in respect of such variations where the amount of such increase will be equivalent to 2% or less of the fare. In any event there will be no increase within 30 days prior to the scheduled commencement date. The ticket does not entitle the passenger to a passage, (whether by air, sea or land) until the fare defined in the foregoing sentences has been paid. SHL reserves the right, by way of a fare currency supplement check, to amend fares where these are paid in any other currency than UK Sterling. Such foreign currency payments shall be paid at the rate of exchange ruling at the booking offices local Bank on the first banking day of the week in which any payment is made. All payments made by credit card (Visa and MasterCard only accepted) will be charged up to an additional 3% to cover commission charges.

6. The passenger has the right to cancel the journey including any return passage for which the ticket applies in which event a fee shall become due and payable according to the Schedule herein. The operative

cancellation date shall be the date on which notice of cancellation is received by the Company. In the event of cancellation by the passenger only of the forward or return element of a forward and return journey contracted by and on the ticket, the operative scheduled commencement date for the purpose of this condition shall be that which applies to the relevant part of the journey cancelled. In such event where there is a difference between the advertised fare for a single journey and a combined forward and return journey, the fare payable for the part of the passage retained by the passenger shall be substituted within this agreement and shall be due at the rates applicable to the relevant single journey. The applicable cancellation fee shall be derived as a percentage of the relevant single fare representing the cancelled part of the journey and the operative cancellation date shall be derived by reference to the scheduled sailing date of the cancelled part of the journey.

Cancellation Date (days before sailing)	Cancellation Fee (% of fare)
6 and under	100
7-13	90
14-25	75
26-45	55
46-55	40
Over 56	15% (Loss of deposit)

The company reserves the right to retain any cancellation fee from the monies paid by the passenger. In which event if a balance thereafter remains outstanding in respect of the journey identified in accordance with the foregoing it shall be due and payable no later than 8 weeks after the scheduled commencement date.

7. The passenger must have adequate travel and medical insurance in force for the entire duration of the journey. The insurance must include cover in respect of any losses, damage or expenses howsoever arising from the vessel's delay, her late arrival at any port of call or the cancellation of any port of call and the consequences thereof. Such insurance may be available under the Company's Managers' insurance arrangements but, if not effected, details of an insurance broker will be provided to the Passenger on request. Resident taxpayers of St. Helena may be eligible to purchase medical and travel insurance from the St. Helena Cell Captive Scheme for journeys commencing at St. Helena and such insurance will meet the requirements of this clause. Where the Passenger elects to make alternative insurance arrangements the cover in respect of medical and repatriation expenses must be a minimum of £1,000,000. We would strongly recommend that cancellation insurance is also included to protect your deposit or fare in the event of illness or similar events resulting in the curtailment or cancellation of your travel arrangements. You may require additional cover for any pre-existing condition you may have. You should consult your underwriters for confirmation that you are adequately covered. Where necessary or otherwise appropriate, the Company will render general assistance to any Passenger who suffers illness, personal injury or death during the period of the journey and any expense reasonably incurred on behalf of the Passenger, including but not limited to medical treatment and repatriation expenses, shall be repayable to the Company by the Passenger on demand. The Company reserves the right to refuse passage to any person without valid and adequate travel and medical insurance or who is unable

to produce evidence of that insurance.

8. All fares include the provision of food accommodation and service on the ship only from the time of embarkation notified by the Company until the time of disembarkation of the ship notified by the Company. Any passenger who arrives or remains on board the ship beyond these times will be charged at the current rate particulars of which can be obtained from the Purser.

9. Passengers must arrive at the place of commencement of the journey by the date fixed by the Company or, if the passenger receives no embarkation notice within 7 days of the scheduled commencement date, the passenger must communicate with the nearest office or agency of the Company to find out the commencement time. Any passenger who fails to arrive at the place of embarkation at the proper time shall be deemed to have cancelled his journey and the full amount of the fare shall be deemed to have been earned whereupon the Company shall be entitled to retain the same and/or to recover the same from the passenger if not paid unless that passenger has a written extension to their ticket confirmed by the Manager and their ticket appropriately endorsed. Any passenger who has landed at any intermediate port during the course of the journey and who fails for any reason to embark or re-embark will forfeit the whole of the fare paid and must forthwith pay any balance of the fare then unpaid.

10. Passengers must advise the Company at the time of booking of any physical disability or infirmity, mobility problem (including the use of wheelchairs) or any other condition or course of medication requiring special care, attention or treatment. If such condition, disability, infirmity or problem arises after booking the Company must be informed as soon as possible. The Company reserves the right to require the production by the passenger of a doctor's certificate. It may not be possible or practical to accommodate passengers with certain conditions, disabilities, infirmities or problems and the Company may at its sole discretion refuse to accept or confirm any booking or may, if the booking has been made, cancel it. If it appears to the Company or the Master of the ship that the Passenger is for any reason whatsoever unfit to travel, or likely to endanger his health or safety or the health or safety or comfort of any other person on board the ship then the Company or the Master of the ship may refuse to embark or disembark the Passenger at any port, transfer the Passenger from one cabin to another and confine or restrain or otherwise deal with the Passenger as may be deemed necessary. In such circumstances the Passenger shall not be entitled to any refund or compensation of any kind and shall be liable to pay any fines, losses or compensation due to the Company and/or any third party. Medical services on board the ship are outside the scope of National Health Service and the ship's Doctor is authorised to charge for any professional attendance on the Passenger and such charges must be paid by the Passenger on demand.

11. If, for any reason whatsoever a passenger fails or is unable to land at his port of destination or such other port as the Company may determine to disembark him pursuant to Clause 19 hereof the passenger and his baggage may be landed at any port or place at which the ship calls or he may be carried back to the place of embarkation and he may be required to proceed by any form of conveyance selected by the Company. As from the time of such failure or inability to land as aforesaid all costs of accommodating, maintaining and transporting the passenger will be payable by him and if arranged by the

Company's Ship he shall pay to the Company the full fare according to its then current tariff and such carriage will be on the terms contained herein. Should any ship of the Company be detained in quarantine the passenger will pay to the Company the expense of accommodating and maintaining him on board for the period of such delay.

12. A passenger may not occupy a berth or cabin which has not been specifically allotted to him at the Company's offices or agencies or by the Purser on board the ship. The Company may at its sole discretion move passengers to cabins other than those allocated prior to joining the vessel and in the event that the cabin is of a lower grade than paid for the Company will pay the passenger the difference in price between the two grades concerned.

13. The Surgeon of the ship is authorised to charge for professional attendance at the rates which are posted in the ship and which can be verified with the Purser. Accounts for medical attendance will be rendered by the Surgeon and must be paid in cash upon demand.

14. The Company will only carry a passenger's personal effects free of charge up to the amount permitted by the Company's baggage allowance current at the date of sailing, any excess will be subject to a charge. Particulars of allowances and excess charges are available at any of the Company's offices or from the Purser. Unaccompanied baggage will be charged at the Company's rates prevailing on the date of sailing.

15. Merchandise and articles not being the passenger's personal effects must not be carried as baggage. All specie, bullion, works of art, collectors' pieces or other treasure carried as part of the passenger's personal effects above the value of £500 must be shipped as treasure, and paid for at the current rates of freight. All such articles mentioned in this clause and all other goods not being personal effects must be specially declared prior to shipment, and unless a written declaration as to the true nature thereof, and in case of valuables as to the value thereof, has been signed by the passenger and freight has been paid thereon and an appropriate Bill of Lading or Non-negotiable receipt has been issued by the Company, the Company will not under any circumstances accept any liability whatsoever in respect thereof and then only if the goods in question were in the custody of the Company. Passengers found to have infringed or to be in breach of these regulations will in respect of such goods carried by the Company but not so declared be liable to a charge at the current rate of freight and be held responsible and shall and hereby do indemnify the Company for any charges and/or expenses incurred by the ship in consequence of such breach or infringement and nothing herein or consequent on such liability to freight shall be construed as evidencing or creating any contract of carriage between the Company and the passenger or other owner of such articles or goods.

16. In the event of any of the passenger's baggage intended for conveyance by any of the Company's ships being left behind at any port from any cause whatsoever including the negligence of the Company's servants, the Company will endeavour to forward such baggage, if properly labelled or identified as the property of the passenger; to its port of destination by the first convenient opportunity, unless instructions in writing to the contrary are received by the Company before the baggage is sent forward. The transit of such baggage once it has been put on board the Company's ship shall always be on the Terms & Conditions set out herein

In no event shall the Company be under any greater liability in respect of such baggage be it accompanied by the passenger or not than is accorded under these Terms & Conditions, and as set out in the Company's policy document currently in force covering the carriage of unaccompanied baggage which is available from the Company.

17. The Company shall have a lien upon and a right to sell by auction or otherwise in their discretion passengers' baggage or other property carried by the Company in satisfaction of fare or other charges (whether payable in advance or not) or monies becoming in any way due by the passenger to the Company or to any of the Company's servants whether under the provision of this ticket or under any Bill of Lading or Non-negotiable receipt or otherwise, such right of sale to be exercisable without notice to the passenger on the passenger's leaving the ship or failing to embark.

18. The Company may by written notice amend terms and conditions contained in this ticket. If the passenger does not accept the variation the passenger may by writing to the Company within 5 working days cancel the ticket and the Company shall refund the fare.

19. The Company and/or the Master shall have the discretion and absolute right to decide whether to deviate from the advertised route or schedule including cancelling port calls without notice, and calling at ports out of rotation. The Company shall not be liable to passengers in respect of any such deviation or the consequences thereof and any additional expenses incurred by the passenger.

20. It is expressly agreed by the passenger that the Master, or his delegated officer, shall be entitled to enter the cabin aboard the ship occupied by the passenger at any time for the purpose of searching for controlled or prohibited substances and/or items which the Master suspects are in the cabin, or for the purposes of investigating any alleged offence or for the purposes associated with any repair or maintenance work aboard the ship. The Master or his delegated officer shall, in such circumstances, be entitled to take with him any crew members that are deemed necessary for the purposes of such search, repair or maintenance.

21. A passenger holding a single ticket or return ticket (not being a ticket at a special rate) may not break his journey at any intermediate port or ports. The ticket issued shall be valid only for the advertised journey by reference to the scheduled commencement date notified on the ticket or as otherwise advised to the passenger, unless its validity shall be varied by operation of the provisions otherwise contained herein or in the discretion of and by express written agreement of the Company in which latter case the whole of the contract contained herein shall be terminated and the journey subject in all respect to renegotiation.

22. The Company shall be entitled to cancel or curtail the journey in any way by reason of force majeure which shall include war or threat of war, riots, civil commotions, natural or other disasters, Acts of God, terrorist activities, fire, breakdowns, strikes or other industrial actions or any other events beyond the control of the Company. It is acknowledged that ship's schedules and itineraries are dictated by the requirements of the Island of St. Helena. In the event of any change in the ship's schedules or itineraries consequent upon changes in the commercial, logistical, or access requirements of the Island of St.

Helena, as directed by The Governor or by an Executive Council decision, it is expressly agreed that such changes are regarded as occurring by reason of force majeure. Where the journey is cancelled or curtailed in accordance with this clause, the Company's only obligation to the Passenger will be to refund the fare if the journey has not yet commenced or in cases where the journey has commenced the unused pro-rata portion of the fare. In the event of the Company cancelling or materially altering the journey for reasons other than force majeure as defined above, the Passenger shall be paid compensation as provided below and offered the choice between one of the following (i) a full refund of the fare paid, or (ii) an alternative journey at no extra cost with a refund of the difference in cost should the fare for the alternative journey be less than the one cancelled or altered. In the circumstances where the Company is obliged to offer a full refund or an alternative journey, then compensation will be paid on the following scale: 56 days or more before departure - nil, 55-46 days before departure - £10 per person, 45-26 days before departure - £20 per person, 25-14 days before departure - £30 per person, 13-0 days before departure - £40 per person.

23. Subject to the provisions of Clause 23, 24 and 25 hereof the Company shall not be liable for any loss, delay, inconvenience or expenses whatsoever suffered by any passenger nor for any delay to passengers' baggage or other property whether such inconvenience, expense or damage arise from the act, default, neglect or error of judgement of the Company or Supplier, the Master, Officers, Crew, Managers, Ship's Husband, Superintendent, Carrier or Suppliers, or other servant or agent of the Company or any other person whatsoever or from unseaworthiness or unfitness of the ship or any launch, tender or other craft or gangway, landing stage or land conveyance or from or after any detention delay, deviation, over-carriage or omission to call or land or embark passengers or passengers' baggage or other property at any port or from or after any variation or omission of any part of the advertised programme of the journey or otherwise however and whether such act, default, neglect, error of judgement, unseaworthiness, unfitness, detention, delay, deviation, over-carriage, omission, variation or other event occurs before or in the course of disembarkation at the end of the journey or while the passenger is proceeding from or to the ship to the shore or vice versa at any intermediate port or at a shore at such a port or on any excursion on land or by sea or air (whether or not any extra charge may be made in respect thereof) which may take place during or in connection with the journey or at any other time whatsoever during, prior to or subsequent to the journey when the Company would apart from this clause be under a contractual or other obligation to the passenger.

24. By accepting or receiving the ticket each passenger agrees without prejudice to its other provisions and both on his behalf and on behalf of any person or child travelling with him or in his care.

(a) that all rights, exemptions from liability, defences, and immunities of whatsoever nature referred to in the ticket applicable to the Company, Carrier and/or Suppliers shall in all respects inure also for the benefit of any servants or agents of the Company Carrier or Supplier acting in the course of or in connection with their employment so that in no circumstances shall any such servant or agent as the result of so acting be under any liability to any such passenger or to any such person or child greater than or different from that of the Company.

TERMS & CONDITIONS

SEA VOYAGES & FLY CRUISE PACKAGE Terms, conditions and regulations under which passengers and their luggage are conveyed

(b) Not to bring any action against such servants or agents in respect of any act or omission by them in the course of or in connection with their employment with the Company for the purpose of the agreement contained in this Clause, the Company is or shall be deemed to be acting on its own behalf and on behalf and for the benefit of all persons who are or may be its servants or agents from time to time, and all such persons shall to this extent be or be deemed to be parties to the contract contained in or evidenced by the ticket.

25. Without prejudice to the generality of Clause 15 herein above, the Purser of the ship may in his discretion accept on board for safe custody small packages containing money, watches, jewellery or other personal effects of a valuable nature. Passengers must truthfully and accurately declare the value in writing and pay a percentage thereon, such percentage to be within the discretion of the Purser. For articles so deposited with him the Purser will give a receipt on a printed form containing the conditions of deposit, which will govern the making of any claim. No claim will be recognised without production of such receipt signed by the Purser.

26. In the event of any claim for loss of life or bodily injury or any claim arising thereby or of any other claim whatsoever arising from this Contract for which the Company may be liable, the latter shall always be able to limit its liability according to the amounts contained in the International Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 (the Athens' Convention) as amended and shall never exceed the limits specified therein. A copy of the Athens' Convention is available for inspection on request.

27. Passengers must comply with any regulations which the Company or the Master of the Ship may at any time consider necessary for the general good order, comfort, and safety of the ship, and all on board.

28. Passengers are prohibited from carrying any things including but not limited to drugs, narcotics, contraband, animals, plants, quarantineable items or dangerous articles such as matches or other incendiary or inflammable things or any articles, the carriage of which is prohibited by the laws of any state within whose territorial waters the vessel is expected to visit or transit or goods which are subject to regulations under State or IMO Dangerous Goods regulations. If any passenger is found to be in breach of these Terms & Conditions or any laws or any regulation and any loss, damage, expense, detention, fine, penalty or prejudice of any nature is suffered by or imposed on the Company its servants or agents the passenger shall immediately on demand pay the Company any such costs it has incurred in relation to such breach. Any things which are the subject of this clause which a person wishes to place onboard shall be subject of prior written application by that person to the Owner's Manager (AVSL) who will formally grant or deny permission to carry such goods onboard including any firearms or ammunition brought onboard which must be handed over on embarkation to the Chief officer of the vessel for special stowage during the voyage. The Company, its servants and agents shall be at liberty in their absolute discretion to jettison, land, destroy or render innocuous any such things, goods or articles as are covered by this clause and the passenger shall bear and pay all charges and expenses incurred in or in consequence of such act carried out by or on behalf of the Company.

29. When a journey is booked the passenger is deemed to appoint the Company (and its duly authorised Agents) as his Agent for receiving any telegrams or postal packages (whether registered or not) and any packages sent by a private messenger which are addressed to the passenger care of the Company or care of any of the Company's ships or care of any of the Company's Agents, and for signing and giving any receipt which may be required by the Postal Authorities or private messenger delivering such packages.

30. The Conditions contained in the ticket constitute the whole of the contract between the Company and the passenger and no agent servant or representative of the Company has authority to alter, modify or waive any provision of this contract.

31. Complaints – any complaint must be raised immediately and in any event no later than within 48 hours. No liability can be accepted in respect of any matter in respect of which a complaint has not been notified to the Company in writing within 28 days of the end of the journey.

32. This contract is governed by and shall be construed in accordance with English Law. Any action arising under this contract may be brought, at the claimant's option, in any of the courts listed in Article 17.1 (a to d) of the Athens Convention, or alternatively by virtue of Article 17.2, the claimant and the Company may agree (after the occurrence of the incident giving rise to the claim) on any jurisdiction or to arbitration.

33. The passenger shall be liable to and shall reimburse the Company for all damage to the ship and its furnishings and equipment and/or any property of the Company caused directly or indirectly in whole or in part by any willful or negligent act or omission on the part of the passenger or by any act of any infant passenger for whom the passenger is responsible and the passenger shall further indemnify the Company and each and all of its agents and servants against all liability whatsoever which the Company or its servants or agents may incur towards any person, body or government for any personal injury or death, loss of or damage to property caused directly or indirectly in whole or in part by any willful or negligent act or omission on the part of the passenger or by any act of any such infant passenger and for all the purposes of the foregoing provisions of this clause the Company is contracting with the passenger as agent of and trustee for such servants and agents who are deemed to be parties to the contract contained in this ticket.

34. Any account for the purchase of anything on board or for the provision of any medical services under Clause 10 and 13 or for the costs listed Clauses 8, 9, 11, 14 and 15 or for any other sums whatsoever due from the passenger to the Company shall be settled in full before the passenger leaves the ship.

NOTICE

(a) The provisions of the International Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 (the Athens' Convention) are applicable to this Contract.

(b) The Athens' Convention in most cases limits the carriers' liability for death or personal injury or loss of or damage to luggage (including a vehicle) and makes special provision for valuables.

(c) The Athens' Convention presumes that luggage has

been delivered undamaged unless written notice is given to the carrier.

(i) in case of apparent damage before or at the time of disembarkation or redelivery or

(ii) in the case of damage which is not apparent or of loss within 14 days from the date of disembarkation or redelivery or from the time when such redelivery shall have taken place.

35. In order to comply with various Immigration and Security requirements failure to supply at the time of booking details of the passport on which you intend to travel and details of your Next of Kin will result in your reservation being cancelled without compensation in any way.

36. Where from time to time it is proposed that a minor (being any person under the age of 18 at the time of departure) is to travel on the vessel without the supervision of either a Parent or legal guardian, before Owners will accept any booking in the name of the minor, a Parent or legal guardian must provide to Owners a letter confirming the full details of the person with whom the minor will be travelling and identifying who is to assume full legal responsibility for the minor's physical welfare, moral and personal safety whilst aboard (the "Nominated Individual"). The Nominated Individual must be over the age of 21 and shall be responsible for control of the minor whilst aboard the vessel. Owners reserve the right to decline passage to a minor at their absolute discretion should they not be satisfied with the information provided, with the selection of the Nominated Individual or should they consider any arrangements made by the Parent or legal guardian to be insufficient in any way.

37. The Company reserves the right to charge a Bunker / Currency Surcharge additional to passenger Sea Fares and Freight Rates. Further that the Company may vary this charge from time to time dependent on fuel costs and currency values. The rate at which the Bunker / Currency Surcharge is applied to Sea Fares and Freight Rates will be that rate which is applicable when a booking is made, (Passengers & Freight) and an invoice is presented to the Passenger for a deposit against a berth onboard.

FLY CRUISE PACKAGE

1. Once you decide to book a passage you must complete a booking form and you, or your travel agent, must send it to us with an appropriate payment. The booking form must include all passengers' names and be signed by an adult member of the party. We are entitled to assume that the person signing the booking form accepted the terms and conditions on behalf of every member of the party. A contract will not exist until we issue a conformation invoice.

2. The balance of the price of your holiday must be paid for at least eight weeks before your departure date. If the balance is not paid in time, we reserve the right to cancel your holiday and to retain your deposit and to charge cancellation fees as set out in paragraph 4 below.

3. If after confirmation has been issued you wish to make changes to your flight and land arrangements, we will do our best to make these changes on your behalf. Any request to make changes must be made

in writing by the person who signed the booking form and must be received at least 8 weeks prior to departure, and accompanied by a payment of £10.00 administrative fee. We reserve the right to pass on any costs imposed by airline or land services to you, and in this instance these must be paid in full before a change can be implemented.

Please note that certain travel arrangements cannot be changed after booking and carry a 100% cancellation fee for any changes made.

4. You, or any member of your party, may cancel your holiday at any time providing the cancellation is made by the person signing the booking form and is Communicated to us in writing. As this incurs administrative costs, we will retain your deposit and in addition may apply the following cancellation charges up to the maximum shown below:-

Fee (days before sailing)	(% of fare)
6 and under	100
7-13	90
14-25	75
26-45	55
46-55	40
Over 56	15% (Loss of deposit)

5. It is a condition of the Contract that the Passenger must have adequate travel and medical insurance in force for the entire duration of the journey. Insurance is not effected through the Company, details of alternative insurance (which must include a minimum medical and repatriation coverage of £1,000,000), must be provided at the time of booking.

6. If you have a problem during your holiday, please inform the relevant supplier (i.e. hotel) immediately who will endeavour to put things right for you. It is important that you receive written evidence from the supplier that you have communicated your problem to them. If your complaint cannot be completely resolved locally, you must contact Andrew Weir Shipping on fax +44 (0) 207 575 6200 or by email reservations@aws.co.uk or in writing to Andrew Weir Shipping Ltd, 2 Dexter House, Royal Mint Court, London EC3N 4XX within 28 days of your return home. Please give your original booking reference number and other relevant information. If you fail to follow the above procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem.

7. The price of your travel arrangements once confirmed and booked is subject to the following surcharge on the following items for increase in:-

Transportation costs e.g. fuel, scheduled airfares and any other airline surcharges which are part of the Contract between airlines (and their agents) and us, Government actions such as increases in VAT or any other Government imposed increases, Currency in relation to any adverse exchange rate variations.

In any such case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts in excess of 2% will be surcharged.

If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday with a full refund or all money paid except for any premium

paid to us for holiday insurance and amendment charges. Should you decide to cancel your holiday because of this, you must do so in writing within 14 days from the issue date printed on the invoice.

No surcharge will be applied within 30 days of departure.

St. Helena Line Ltd reserves the right, by way of a currency fare supplement change, to amend fares where these are paid in any other currency except UK sterling. Such foreign payments shall be paid at the rate of exchange ruling at the booking offices local bank on the first day of the week in which the payment is made. All payments made by credit card (VISA and Mastercard only accepted) will be charged 3% to cover commission charges.

8. It is unlikely that we will need to make changes to your holiday, but we do plan the arrangements many months in advance. Occasionally changes may be made, and we reserve the right to do so at anytime. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers in the brochure are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on your tickets. If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before departure.

9. In circumstances where we are unable to provide the holiday booked, we will return to you all monies paid, or offer an alternative holiday of comparable standard.

9(i) We accept responsibility for ensuring the holiday which you booked with us is supplied as described in this brochure and the services offered reach a reasonable standard. If any part is not provided as promised, we will pay you appropriate compensation if this has adversely affected your holiday. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to £1000.00.

9(ii) We accept responsibility for death, injury or illness caused by the negligent acts or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of their employment in the provision of your holiday.

We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law.

9(iii) In respect of carriage by air, sea, rail and the provision of accommodation our liability on all cases will be limited in the manner provided by relevant international convention.

10. If any client suffers death, injury or illness whilst overseas arising out of an activity which does not form part of the foreign inclusive holiday arrangements or excursion arranged through us, we shall, at our discretion offer advice and guidance to help you in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject

to undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5000.00.

11. When you travel with the carrier, the conditions of carriage of that carrier shall apply, some of which may limit liability. This brochure is the responsibility of the tour operator; it is not issued on behalf of, and does not commit the airlines mentioned therein or any airline whose services are used in the course of the tour. Please note that in accordance with Air Navigation Orders, an infant must be under 2 years of age at their return flight to qualify for infant status.

12. The sea voyage section of your holiday will be subject to these terms and conditions and to the terms and conditions of St. Helena Line Limited ('the SHL Terms'), which will be incorporated into this contract between you and Andrew Weir Shipping Limited as if in such SHL Terms the Company' is Andrew Weir Shipping Limited. The SHL Terms (without such amendment) will also govern any agreement between you and St. Helena Line Limited relating to the sea voyage, and/or limit and/or exclude any liability of St. Helena Line Limited to you in relation to the sea voyage. In completing and submitting the booking form you accept and acknowledge that the SHL Terms, a copy of which will be made available on request, are applicable to the sea voyage as set out in this clause 12.

13. This contract is made on the terms of these booking conditions and is governed by English law and both parties shall submit to the jurisdiction of English Courts at all times.

14. Any package holiday advertised or booked by St. Helena Line Limited or Andrew Weir Shipping Limited, where there is a flight to be undertaken on an RAF aircraft, the RAF Terms and Conditions of carriage as printed on their ticket for that sector of the journey shall apply and be paramount and overriding. A copy of these can be obtained on request from Andrew Weir Shipping Limited.

15. Airfares for all flights as part of a package are subject to availability at the time of booking and are subject to seasonal increases. These will be advised at the time of reservation.

16. Prices are calculated according to the rate of exchange at 03/01/2009

All Package Holiday featured in this brochure that includes air content are organised by Andrew Weir Shipping Limited – ATOL No 5705.

All monies paid by a customer to an Andrew Weir Limited authorised agent are at all times held on behalf of the ATOL holder.