

# TERMS & CONDITIONS

## 1. DEFINITIONS

V&J Private Tours herein after referred to as the “V&J” and the person or persons who have signed the booking form is herein after referred to as the “Client”. Upon signature the client agrees to be bound by these booking conditions and any contract between the client and V&J is subject to and shall be governed and construed according to the laws of St. Kitts and Nevis.

## 2. THE BOOKING

2.1 A signed and completed booking form can be sent to V&J or its agent together with a non-refundable deposit of 100% for Three in One Tour; and 20% for all other tours price. Payment should be made via Wire Transfer. Bank Account Details will be sent to the client via the [How to Pay page](#) or email upon receipt of the completed Booking Form . The balance (80%) of the other tour fare is to be paid upon arrival.

2.2 V&J Private Tours will not accept any booking where the booking form has not been signed or is incomplete. Once V&J is in receipt of a signed Booking Form, plus 100% deposit for Three in One Tour and 20% deposit for all other tours, a confirmation will be issued. It is only at this time the booking will be deemed for acceptance. V&J reserves the right to decline any booking.

2.3 All tour prices and services are correct at the time of printing and V&J reserves the right to change all prices, services and departures without prior notice. However once a booking has been made and the full tour cost paid, V&J will not increase the price.

## 3. LANGUAGE

All tours are conducted in English. However special arrangements can be made to accommodate Spanish, French and Italian speaking clients.

## 4. TRAVEL INSURANCE

4.1 Comprehensive travel insurance covering cancellation, curtailment, medical, emergency travel and personal accident is compulsory on all tours. Insurance for loss of baggage, money or personal items is recommended.

4.2 The client accepts that it is his/her responsibility to arrange insurance.

## 5. FULL PAYMENT OF TOUR COST

Full payment is only required for Three in One tour, cost is due before arrival in St. Kitts & Nevis. If full payment is not received by this time V&J may treat the booking as cancelled. Any bookings made within four weeks of departure must be accompanied by full payment of the tour cost.

## 6. CANCELLATION OR CHANGES TO BOOKINGS

6.1 Cancellation of any booking must be received in writing and acknowledged by V&J.

6.2 In the event of cancellation the following cancellation fees will be payable by the client: Notification is received 2 days or more before departure, loss of 20% deposit. If you fail to join a tour, join it after its departure, or leave it prior to its completion for any reason, no reimbursement whatsoever will be made.

6.3 Changes made by you: If you need to change your reservation for whatever reason, V&J will make every effort to assist you. You may move your reservation to another date, subject to availability and agreement with our reservation office. Any changes will incur a fee of US\$20.00 and any subsequent cancellation fee will be based on date of original travelling date. Should we not be able to help you with alternative dates, the normal cancellation fees will apply.

6.4 V&J reserves the right to change or cancel any tour although every effort will be made to operate itineraries as advertised.

6.5 In the event of tour being cancelled, the client may choose a full refund or alternatively any other tour that V&J is in position to offer. If the price of the alternative tour is less than the original tour booked, the difference will be refunded to the client. If the alternative tour is more expensive, then the client will be liable for the additional cost.

## 7. BAGGAGE

All personal effects and baggage are at all times the clients' responsibility and V&J will not accept liability for any loss or damage to baggage or personal effects.

## 8. HEALTH

Clients are aware of the proposed itinerary and that some tours require a measure of physical fitness and health and that they are medically fit to embark on the tour.

## 9. AGE GROUP

V&J does not impose an upper age limit. However clients under 18 years of age need to be accompanied by a guardian and booking will be accepted at management discretion.

## **10. FORCE MAJEURE**

Unforeseen circumstances including weather, road conditions, war, mechanical breakdowns, riots and other reasons beyond the control of V&J may cause delays or alterations to the tour. In the event of any of the aforementioned occurring, V&J shall not be held liable in any way for any resulting costs of these delays or alterations.

## **11. EXCLUSION OF LIABILITY**

11.1 Clients bookings are accepted on the understanding by the client that some tours are of an adventurous nature and involve an element of personal risk that is an inherent part of travel in the Rainforest or Volcano Tour.

11.2 Clients undertake all tours entirely at their own risk and while V&J take every precaution to ensure the safety of the clients, no responsibility can be accepted for any death, injury or loss that might occur to such clients, sustained from any cause what so ever.

11.3 The client and his/her dependants, heirs, executors, administrators or assigns, hereby indemnify and hold blameless, V&J, its members employees, representatives and agents from any claims of whatsoever nature and from any liability for delay, loss, damage, injury, illness or death arising from any cause whatsoever out of events related to or occurring during a tour.

11.4 The client agrees to strictly abide by the laws and regulations of the Federation of St. Kitts and Nevis.

11.5 Clients are responsible for checking in on time and are responsible for reconfirming ship schedule times. V&J cannot be responsible for delays caused by ship schedule alterations, cancellations or delays.

## **12. PHOTOGRAPHY**

V&J reserves the right to make use, without giving any further notice, of any photograph or film produced by V&J without payment or permission.

## **13. COMPLAINTS**

If the client has a complaint whilst being on tour they must bring it to the guides' attention on the report sheet supplied by V&J so that it can be dealt with. If the matter isn't resolved whilst on tour, the clients must write to V&J within 30 days of completion of the tour. V&J will not entertain complaints of loss of enjoyment where full land arrangements have been provided.