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### **TERMS OF USAGE**

You represent & warrant that, you are of sufficient legal age of 18 years or over to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site and understand that; You are financially responsible for all reservations you perform and all other uses you make of this website. That you have read and fully accept these booking conditions and by signing the booking form you are fully responsible for the terms on conditions of the agreement. That all information you supply is true and accurate and that you have no fraudulent intention whatsoever. That you will not post any material that is indecent, defamatory, threatening, profane that may violate any law. You shall defend and indemnify Travelations (Pvt), Ltd. and third party providers and distributors from and against any claim or cause of action brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this web site.

### **OUR LIABILITIES AND LIMITATIONS :**

Please note that after the finalization of the tour/service cost, if there are any subsequent increases in entrance fees to monuments/museums, taxes, fuel cost or guide charges by the Sri Lankan authorities that are beyond our control, the same would be charged as additional costs.

Our rates are based on the prevailing rates of exchange as negotiated by us with the hotels and other service providers who retain the right to modify the rates without notice. In case of such change - the rates quoted by us before modification can be changed by us according to the modifications by hotels or the relevant service provider.

All itineraries are intended to give you a general idea of the likely trip schedule. Numerous factors that are beyond our control such as weather, road conditions, the physical ability of the participants etc. may dictate itinerary changes either before the trip or while on the trip. Travelations (Pvt) Ltd. reserves the right to amend any aspect of the itinerary including transportation and accommodation without notice in the interest of the trip, participants' safety, comfort and general well being without making any rebate, allowance or refund. Extra cost, if any, would be payable by the client.

Travelations (Pvt) Ltd. it's servants, agents or affiliated companies acts only in the capacity of an agent for the hotels, airlines, transporters, railways & the contractors providing other services

& all exchange orders, receipts, contracts & tickets issued by us - are issued subject to terms & conditions under which these services are provided by them. The tickets, coupons or passage contract in use by carrier / hotel or other contractors rendering services shall constitute the sole contract between the Clients and such contractor.

You acknowledge that Travelations (Pvt) Ltd., nor it's servants, agents or affiliated companies shall not become liable nor be responsible for any delay or change to person or property or expenses incurred or special/consequential loss, injury and damage – directly or indirectly – due to natural hazards, flight cancellations, accident, breakdown of machinery or equipments, breakdown of transport, weather, sickness, landslides, political closures, acts of God, perils incident to the sea, floods, fire, acts of Government or any other authorities, wars, civil disturbances, riots, theft, pilferage, epidemics, quarantines, medical or custom department regulations, defaults, or any other causes beyond our control. Further, the Clients shall be liable for the liability or extra expenses incurred by him / her as a result of the forgoing causes.

Travelations (Pvt) Ltd shall not be responsible and shall not accept any liability towards the Clients or his/her legal representative for any loss of property or damages resulting from death or injuries including loss of services which the Clients may sustain on account of negligence or default by any transportation Company, hotel agents or any other body of persons, its agents or service providers providing such services or facilities or arising out of or while engaged in any tour, means of transportation or other services, whether due to ownership, maintenance, use, operation or control of any automobile, bicycle, boat, motor, or other vehicle in common carrier or otherwise and whether due to its or there negligence or otherwise or regardless of how caused. Clients using sporting equipment, bicycles, sailing boats, scuba diving gear, hired or supplied by hotels or rental bodies shall do so at their own risk.

Travelations (Pvt) Ltd. reserves the right to cancel any services in case it deems that the tour, trip or passage is impracticable for any reason or should circumstances warrant such action, upon refunding the value thereof and the Client shall not have any other or further claim against the company by any reason thereof.

### **FORCE MAJEUR**

We cannot accept responsibility for Force Majeur – defined in these booking conditions as any specific event which we, as the supplier of the services, could not reasonably have foreseen, influenced or avoided. These include

Natural disasters, fire, flight cancellations or rescheduling by airlines, contamination, extreme or unusual weather conditions, industrial disputes, changes to sports itineraries war, or threat of war, riots, civil strife, terrorism or any similar event beyond our control.

### **INSURANCE**

You agree that it is a condition of booking and your own responsibility without exception that you and everyone in your party are adequately insured for the full duration of the holiday in

respect of illness, injury, death, loss of baggage and personal items, cancellation and curtailment. The choice of insurer is the sole discretion of you. In accepting and paying for the holiday you confirm to us that you either have or will have procured such insurance before the commencement of your travel arrangements.

### **INNOCULATIONS/VACCINES**

You and your party are strongly advised to check with your own medical advisers at least a month before travel on recommended inoculations, the need for malaria tablets, and to take other medical advice where their own health record suggests it is necessary.

### **BEHAVIOR**

Travelations (Pvt) Ltd. reserves the right to refuse to carry out its contract with any person whom it may consider to be undesirable and offensive in its absolute discretion and it shall not be required to show any reason for doing so. We expect reasonable behavior at all times. If, in the considered opinion of our representatives or suppliers, your behavior could cause danger, damage, persistent offence or is unlawful, you will be informed of the fact, and your holiday may be terminated without compensation. You may also be held responsible for willful damage.

All disputes arising in connection with this Agreement shall be referred to an Arbitrator to be appointed by Travelations (Pvt) Ltd. All such disputes shall be subject to the jurisdiction of and be governed by the laws of Sri Lanka in validity, interpretation, construction, performance and enforcement of these terms and conditions.

### **PAYMENT**

Payment could be made by a method acceptable to Travelations (Pvt) Ltd.

Pre-payment in full, 30 days prior to arrival.

In arranging wire transfer, tele-transfer, bank draft or other money transfer methods through your bank or any financial institution, all bank charges, fees, interest etc. must be borne by you.

Travelations (Pvt) Ltd reserves the right to charge the full payment of the booking in the event of "No Show" of the tour participants.

### **CANCELLATION & REFUNDS**

## TERMS AND CONDITIONS

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The person who made the booking must send written notice of cancellation. Based on the date such written cancellation is received, cancellations will take effect.

No refund in full or in part of your total invoice value will be payable by us for any unutilised services in the package(s) once you commence using the product or services of your package holiday.

21 days before commencement                      15%

21 - 14 days before commencement              20%

14 - 07 days before commencement              50%

7 - 3 days before commencement                75%

1 - 3 days before commencement (inclusive of the day of the day of arrival) 100%

Based on this cancellation policy, costs of bank charges, fees, interest etc. that results when refunds are made will be deducted from the payment the final refundable amount.