

BOOKING TERMS AND CONDITIONS. EXOTIC ASIAN HOLIDAYS

Exotic Asian Holidays (EAH) is Destination Management Company who is registered in Sri Lanka as a tour operator to conduct holidays in Sri Lanka and other destinations..

CONFIRMING YOUR HOLIDAY

In the case of all bookings, you need to inform us the confirmation in writing with the full names of the members of your party. Payment of deposit or full payment or other payments as requested in our invoices confirms that you accept our booking conditions. On receipt of your appropriate payment, we shall confirm the booking and send your tour documentation; however we reserve the right to decline any bookings. Bookings should be paid either by: (i) On-line credit/debit card payment. (ii) Bank transfer: full details In our invoice.

Acceptance of bookings shall be confirmed by us either using electronic mail or in writing and it is at the time we send out this confirmation that a contract comes into existence between Exotic Asian Holidays of 483, Green Lane, London, N13 4BS. The person who books a holiday with EAH on behalf of all the individuals included such that all are bound by the booking conditions.

This contract is made under the terms of these booking conditions which are governed by Law and Practice of The United Kingdom and both parties agree to submit to the jurisdiction of the courts of The United Kingdom.

Your holiday contract with EAH includes:

- The booking terms and conditions.
- The relevant information on the website. Any changes to the particulars given in the brochure or website will be set out in the itinerary or advised in writing. EAH checks to ensure that the descriptions, information and opinions given in brochures or website used by EAH concerning the airlines, hotels, facilities and suppliers are correct, and based on the latest information available at the time of publishing. However, because brochures / website are necessarily prepared some time in advance, such matters may change by the time you are ready to book your holiday. Your holiday contract is made on the basis of the changes notified in the itinerary or in writing.
- The booking form. This will provide EAH with information needed to make the holiday arrangements. Although EAH always informs suppliers of your special requests and does what it can to encourage suppliers to accommodate them, it is the suppliers who control whether the request is met and EAH cannot guarantee this.
- The invoice.
- The itinerary. If the service is dependent on participation by a minimum number of people the service may be cancelled by EAH in writing within the period indicated in the itinerary without compensation if the minimum take-up is not achieved and if the service has been paid for then the sum paid will be refunded by EAH.
- Please check the details on the itinerary and invoice when you get them. They set out the details of the holiday EAH believes you have booked. If you think there is an error you should contact EAH immediately. Changes can only be made by the persons confirming the booking or by someone they authorize in writing.

If for any reason the company does not accept your booking, your deposit will be returned.

THE PRICE GUARRANTEE

After a Confirmation Invoice has been issued, the price of your holiday is, regrettably, subject to the possibility of surcharges in certain limited circumstances. EAH guarantees that up until 30 days before your departure date the price of your holiday will not be subject to surcharges except for:

- Variations in transportation costs, including the cost of the fuel
- Variations in duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports
- The exchange rates applied to the holiday booking

Should above price variations result in the cost of your holiday going up:

- EAH will absorb and you will not be charged for any increase equal to up to 2% on your holiday price (that is, you will only have to pay the increase over and above 2% of the holiday price)
- If a surcharge would increase the total holiday price shown on your original Confirmation Invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the revised Invoice and obtain a full refund of all payments made to EAH and any amendment charges previously incurred.

EAH will not give any breakdowns whatsoever of the price of the holiday. The relevant exchange rate for each individual tour will be quoted upon request.

THE PAYMENT SCHEDULE

There will be no binding contract for your holiday until EAH has received the confirmation in writing and/or payment of the deposit/sum required.

A deposit of £200.00 per person (excluding infants under two years of age at the date of return) must be sent to us in order to book your holiday. However, if you book your holiday less than eight weeks prior to departure, Full Payment must be made at the time of booking. The balance of the cost of your holiday is payable not later than eight weeks before your scheduled departure date.

During peak holiday periods or at times of exceptional demand, some hotels may request full payment in advance at the time of booking or at any stage prior to your arrival to guarantee room reservations. If payments are required from the company by our suppliers that are over and above sums we hold as deposits and payments made so far, we will request additional advance payments from you accordingly.

If any other alternative payment arrangements are entered into with the Company these will be on the basis that confirmation of such arrangements exist by electronic mail or in writing from the company.

Notes:

- (i) Customer must pay all bank charges in the case of a bank transfer. Failure to do so will invalidate your booking and will bring a further charge to cover bank charges
- (ii) There will be no additional postage fees, booking fees or other hidden charges. Exchange rates are based on live on-day rates at time of booking and are not subject to change.
- (iii) Late payments risk cancellation.

CHANGES TO THE HOLIDAY OR PERSONS TAKING THE HOLIDAY MADE BY YOU

A change must be requested in writing by the person who confirmed the booking. EAH will make every effort to accommodate these but cannot guarantee that this will be possible. If changes you request are possible, these may be subject to any amendment or other charges imposed by the relevant supplier.

If you or any person on the holiday is prevented from traveling, EAH will agree to that person's booking being transferred to another person with all the booking terms, subject to both persons accepting joint and several liabilities for full payment of the price. EAH must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the outward departure date.

CHANGES TO THE HOLIDAY OR PERSONS TAKING THE HOLIDAY MADE BY US

It is unlikely that EAH will have to change your booking but holiday arrangements are made many months in advance and EAH is dependent upon a number of essential suppliers. EAH therefore reserves the right to do so. In some instances travel schedules or holiday services can be changed, delayed or cancelled because of circumstances outside our control. This can cause you to miss travel connections, cause disappointment and impose further costs which EAH reserves the right to charge to you. When EAH makes a significant change to an essential term of the holiday contract before departure then EAH will notify you as soon as possible.

If after departure EAH is unable to provide a significant proportion of the services it had agreed to provide as part of the holiday contract, we will notify you as soon as possible and do our best to make suitable alternative arrangements at no extra cost to you. If EAH cannot do so or you refuse to accept these for good reasons, EAH will agree to refund you appropriately. EAH will, if appropriate, also pay you compensation.

CANCELLATIONS BY YOU

All cancellations must be advised in writing and will take effect the day we receive it. EAH voluntarily returns all recoverable costs for cancellations. EAH will be entitled to retain part of the payment made by you as compensation for the work that has been put into preparing the itinerary. The compensation amount will differ according to whether the holiday period is during peak times or off-peak times in accordance with the tables below.

Off-peak period

Period between notification of cancellation and departure date	Amount of Cancellation charge	
More than 60 days	GBP200 per person or the deposit (whichever is lower), all recoverable cost will be refunded	
Less than 60 days	The higher of the deposit paid or the relevant sum as below	
	60-45 days	Up to 30% of the holiday price
	45-30 days	Up to 60% of the holiday price
	30-0 days	Up to 100% of the holiday price

Peak period (December 15th January 15th)

Period between notification of cancellation and departure date	Amount of Cancellation charge	
More than 60 days	GBP200 per person or the deposit (whichever is lower), all recoverable cost will be refunded	
Less than 60 days	The higher of the deposit paid or the relevant sum as below	
	60-45 days	Up to 75% of the holiday price
	45-0 days	Up to 100% of the holiday price

CANCELLATIONS BY US

EAH will notify you as quickly as possible of any cancellation.

EAH may cancel the holiday if you do not pay the balance of the price on time and EAH may retain the deposit you have paid.

In the event of cancellation by EAH you will be entitled to either:

- have a full refund; or
- accept a substitute alternative from EAH of equivalent or closely similar standard and price, if one is available; or
- Choose a substitute alternative of a lower standard to the travel arrangements booked together with a refund of the difference in price.

LIABILITY, LIMITS ON LIABILITY AND COMPENSATION

EAH is not responsible for and has no liability for the acts or omissions of persons who are not acting as its employees or suppliers. EAH accepts responsibility, subject as limited by these booking conditions, for supplying to you all holiday services booked by you, even though EAH will have engaged independent suppliers to provide certain of these services.

EAH will have no liability to pay compensation to you for any failure to properly perform the holiday contract, where the failure is attributable to you. Examples would be that any member of your party is unable to travel for medical reasons, or fails to take his/her passport with him/her or a passport which meets the requirements of the country(ies) of the holiday (some countries require you to have at least 6 months validity on your passport from the date on which you leave that country), or to get a required visa or health certificate, or to check in early enough to catch the flight or to turn up in time for an excursion/activity for whatever reason, or mislays or loses holiday documentation, or is reasonably excluded by a supplier because of misconduct or medical reasons, or is not provided with a holiday service because of an error in the information given by you.

EAH will have no liability to pay compensation to you for any failure to properly perform the holiday contract, where the failure is:

- attributable to a third party unconnected with the provision of the holiday services, and which was unforeseeable or unavoidable
- due to unusual and unforeseeable circumstances beyond EAH's control, the consequences of which could not have been avoided even if all due care had been exercised
- Due to an event which EAH, even with all due care, could not foresee or forestall.

EAH assume no responsibility for any loss, damage to baggage, property or for injury illness or death or for any damages or claims however so caused arising directly or indirectly from war, riot, civil strife, industrial dispute, terrorist activity, actions of governments or other state bodies, unavoidable technical problems with transport, , machinery or equipment, delays, power failure, natural or nuclear disaster, avalanche, fire, adverse weather conditions or levels of water in rivers, accidents, force major, Acts of God.

PASSPORTS AND VISAS

You must ensure that your passport and travel documentation is in order and that You have obtained the necessary visa and all other requirements for your Travel Arrangements. Should you require assistance on this matter we will be pleased to make recommendations. We will not be held responsible for you travelling without the correct travel documents.

INTERNATIONAL AND DOMESTIC AIR BOOKINGS

Reconfirmation of flight bookings is your responsibility. As travel arrangements may be booked to connect with international and domestic air flights it is you or the travelers responsibility to keep us updated as to flight times and numbers. The timings of air, sea, road or rail departures are estimates only. We cannot accept responsibility for any delay in your transportation from or to your destination whether cancellation or delay is caused by adverse weather conditions, rescheduling by a transport supplier or airline, airport authority, industrial action or mechanical breakdown. Where long flight delays result in lost holiday time, no refunds are given by hotels or suppliers. Similarly, airlines may not offer compensation for flight delays. At their discretion your carrier may endeavor to reduce the inconvenience of any delay by providing meals and accommodation, as appropriate for the time of day or night.

VACCINATIONS

EAH strongly advise you and everyone travelling in your party to check with their own medical advisers at least a month before travel on recommended vaccines and the possible need for malaria tablets.

TRAVEL INSURANCE

It is a condition of booking 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 confirming the Booking you confirm to us that you either have or will have procured such insurance before the commencement of your travel arrangements.

BEHAVIOUR

EAH strongly condemn the collecting of any specimen from the natural world. We would also request our clients to refrain from purchasing souvenirs made from coral, turtle shell and other animal products. You must at all times strictly comply with the laws, customs and drug regulations of the countries visited. Should you fail to do so we may cancel your tour without recourse to any refund and without any legal case against the Company. We are not liable for the failure of any client to observe fully the laws of your destination country during your visit.

INFORMATION AND ADVICE

EAH have taken every reasonable precaution to ensure that information supplied by us is fair and correct when supplied, and that the facilities are available as described for each hotel or resort. However we exclude liability for subsequent alterations, the withdrawal of and amendment of facilities which include, but are not limited to, reasons such as climatic conditions, repair and renovation and management changes.

COMPLAINTS

If you have a complaint about your holiday then you should immediately contact EAH representative, even while on holiday. It is unreasonable to take no action while you are on holiday then complain afterwards. If EAH representative cannot solve your problem before you return home then you should contact EAH within 28 days of returning home. If you do not complain within that period then this may affect EAH ability to investigate your complaint and may impact on the way that your complaint is dealt with.

If you have any disagreement with the Booking Terms and Conditions, please inform us at info@exoticadianholidays.com