



TROPICAL LANKA GETAWAYS

YOUR TRUSTED TOUR OPERATOR IN AUSTRALIA

TERMS AND CONDITIONS

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these booking terms and conditions shall mean Tropical Lanka Getaways.

These terms and conditions apply to bookings you make with Tropical Lanka Getaways over the telephone, by email or via our website.

We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions.

Passports and Entry Visas:

All travellers must have a valid passport for international travel. Many countries, including Sri Lanka, require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid Australian passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities of the country you are visiting. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. With regards to information on visas, passports and other travel document requirements for your trip, we can only provide you with general information that apply to international travel bookings you make with us. It is your responsibility to apply for and obtain the visas and/or entry permits to the country you are travelling as per required regulations of that country.

Travel Insurance:

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is recommended also by the Australian Department of Foreign Affairs and Trade (DFAT) for all overseas travel. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Evidence of such insurances should be produced to Tropical Lanka Getaways on request.

Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive. While we can provide information to you about travel insurance, we recommend that you read the Product Disclosure Statement before you decide to buy the travel insurance product to ensure it meets your needs and financial situation.

Travel Advice:

We recommend that you contact the DFAT or visit their website at www.smarttraveller.gov.au for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit. You can also register your travel plans with DFAT, so that you may be more easily contacted in an emergency.

Health:

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. General health advice for the destination you wish to visit is also available from DFAT (see smarttraveller.gov.au).

Prices:

Prices are based on a minimum number of passengers travelling together as specified in the particular tour package you purchase from us. All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Prices quoted are subject to change and may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases and tax levies that may be

imposed by governments. Prices do not include seasonal supplements for Christmas, New Year and Easter etc. Please contact Tropical Lanka Getaways for up-to-date prices.

Change and Cancellation Fees:

Subject to your refund and remedy rights under the Australian Consumer Law, the following change and cancellation fees apply to all bookings (including online bookings and bookings made over the phone):

Supplier Change and Cancellation Fees:

Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the funds from that supplier.

Deposit and Final Payment

You will be required to pay a deposit when confirming your booking, which will be specified to you at the time of booking. All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law). Final payment is required no later than 6 weeks prior to departure unless otherwise stated.

Cancellation of confirmed tours within 30 days before the date of arrival is subject to 100% of the cost of the holiday program. We are unable to provide refunds for any unutilised services

Taxes:

Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports. Changes to reservations, may not be possible or may incur fees. Excess baggage is traveller's responsibility.

Third Party Providers

Airlines are third party providers and impose different terms and conditions to the ones imposed by us. You should read their Terms and Conditions before finalising travel bookings.

Please note that there are numerous rules and regulations in relation to advance purchase and other discounted airfares which involve substantial cancellation or amendment fees and there may be no refund on cancellations or amendments.

It is your responsibility to re-confirm outbound and inbound flights and times. We will not be responsible for amended flight timings or other charges.

Service Guarantees:

Our booking and advisory services come with a guarantee that:

- they will be provided with due care and skill;
- they will be reasonably fit for the specified purpose;
- they can reasonably be expected to achieve the desired result; and
- they will be provided within a reasonable time.

If we fail to meet any of these guarantees, you have rights under the Australian Consumer Law.

Agency:

We act as an agent for, and sell various travel related products as agent on behalf of, transport, accommodation and other service providers, such as airlines, coach, and rail operators. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (as you expressly authorise us) make travel bookings on your behalf and to arrange relevant contracts between you and travel-related service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request.

Our service is to arrange and co-ordinate the service offered by third party services providers. We arrange a contractual relationship between you and the provider. We cannot guarantee the performance of the service providers. For Brochures that are not ours but are supplied by the service providers, we accept no liability for errors in that material.

Liability:

To the extent permitted by law, Tropical Lanka Getaways will not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. We do not take liability for loss, damage and delay to luggage.

Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

Special Requirements:

Please liaise with us regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access.

Frequent Flyer:

When booking airline tickets with us, please let us know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking.

Travel Documents:

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates or timings.

It is your responsibility to check accurate names corresponding with passport. You will not be permitted to travel if identification or passport details do not match ticket.

Schedule Changes

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

Privacy Policy:

We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities and to service providers who perform services for us within and outside of Australia. Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with Australian privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

Governing Law

If any dispute arises between you and us, the laws of Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Australia, and waive any right that you may have to object to an action being brought in those courts.

Acknowledgement:

You acknowledge that you are 18 years of age or older and that you understand and agree with the above Booking Terms and Conditions and our Privacy Policy.

These terms were last updated on 9 January 2018.