

## **Terms & Conditions**

“WE”, OR “US, OR “OUR”, OR “EDEN LANKA TOURS” IS REFERRING TO EDEN LANKA TOURS.

“YOU”, OR “CLIENT”, OR “GUEST” MEANS THE PERSON USING OUR WEBSITE, MAKING A BOOKING AND ANY OTHER PERSON TAKING PART IN THE TOUR, AND WHO WILL BE REQUIRED TO ACKNOWLEDGE AND ACCEPT THESE TERMS AND CONDITIONS.

### **Payment Policy and Confirmation**

Eden Lanka Tours accept payments by bank transfers or cash payment. All necessary bank details will be sent for you when you have confirmed when you confirm you want to book your holiday tour with agreed tour itinerary and tour package. If your bank transfer payment is declined for some reason, alternate payment instructions will be sent.

You should not take any action based on information on the Website until you have received a confirmation from Eden Lanka Tours of your bank transfer transaction, or if any other agreement for payment has been made, until you have received an electronic confirmation of your booking. In case of confirmations to be received by email, if you do not receive a confirmation of your bank transfer transaction after 7 working days, first look into your “spam” or “junk” folder to verify that it has not been misdirected, and if still not found, please contact Eden Lanka Tours.

On the confirmation note and/or in the tour itinerary document and/or invoice sent for you, you will find details regarding the specific payment terms for your booking. In case you fail to meet these requirements Eden Lanka Tours reserves the right to cancel your tour according to our cancellation policy.

Confirmation of services is subject to availability. In such instances, Eden Lanka Tours reserves the right to find alternative options which are similar or of a higher category, in its sole discretion.

### **Amendment and Cancellation policy**

Cancellation of bookings is possible in written communication with us. All cancellations are subject to eventual cancellation, bank and administrative charges that will be withdrawn from any confirmed refund amount, or necessary cancellation charges will be issued in a separate invoice sent to Client. Cancellation of bookings will in general not be accommodated within a time frame of 30 days prior to the start of the Tour, but this would vary based on the hotels cancellation policy and the period of the booking. The cancellation is timed from when we confirm receipt of the cancellation order and a delay is normal outside normal office hours. Please find details for your specific booking regarding cancellation policy by contacting us, since this would vary from booking to booking based on above given reasons.

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To amend your booking please contact us with your requests. Eden Lanka Tours reserves the right to accept or decline amendments requested by the Client on a case-by-case basis. We reserve the right to charge a fee for any changes made, entirely at the discretion of Eden Lanka Tours Management.

Tickets with reserved seats for train journey booked in advance are subject to availability after the booking of Holiday Tour Arrangement from Eden Lanka Tours and train tickets or specific class cannot be guaranteed in beforehand by Eden Lanka Tours. Any train tickets are only booked subject to availability and availability cannot be guaranteed before the actual booking is made. Cancellation made by client of train journeys, included in the booked itinerary, will not be accommodated after booking of train tickets and full amount is payable to Eden Lanka Tours. Eden Lanka Tours reserves the right to alter or modify the itinerary if train tickets are not available at the time of reservation, or in case trains are cancelled or late, without any prior notice.

## **Refunds**

The Client is responsible for providing Eden Lanka Tours with correct bank details for bank transfer within 21 days after the cancellation for any confirmed refunds to be made. Kindly note the refund amount is subject to eventual bank charges and any changes in hotels cancellation policy, and to the above mentioned cancellation and amendment policy. The refund processing time may vary from case to case.

If you make a booking and thereafter are not contactable on the contact details provided in this regard, then the booking including hotel reservations selected by you will stand cancelled and Eden Lanka Tours would not be liable for any charges/expenses incurred by you, either directly or indirectly in this regard.

Eden Lanka Tours reserves the right to add, alter, modify, withdraw all or any of the Terms and Conditions or replace, wholly or in part, the program by any other program, whether similar to this program or not or withdraw it altogether without any prior notice. In case of dispute with any party, Eden Lanka Tours's decision will be binding and final.

By making payment in respect of invoice issued for your holiday tour arrangements you are deemed to have accepted the Services as contained in the itinerary which are subject to the terms and conditions of Eden Lanka Tours at [www.edenlankaroundtours.com](http://www.edenlankaroundtours.com) – terms and conditions. Please note that additional charges shall be payable for any services obtained from Eden Lanka Tours not included in your itinerary.

All bookings made by You confirms that you accept and understand our Terms & Conditions.

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## **Changes due to Circumstances beyond our control (Force Majeure)**

Eden Lanka Tours will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include war, or threat of war, riots, civil strife, terrorism, contamination, extreme or unusual weather conditions, industrial disputes, changes to sports itineraries, natural and nuclear disasters, fire, unavoidable technical problems with transport, flight cancellations or rescheduling by airlines, or any similar event beyond our control.

In these circumstances we shall not be liable for compensation where we are forced to cancel, delay, curtail or change your holiday in any way or where our performance of the contract is affected or prevented. We 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 accidents, loss or damage to person or property, delays, transport failures, strikes, war, force majeure, etc. or any other loss arising from or pursuant to Your Travel Arrangements.

There may be instances where alternative accommodation or services may need to be provided, in such instances we will ensure this is of a similar or superior standard, and we reserve the right to do this entirely at the discretion of Eden Lanka Tours. Occasionally, temporary local circumstances -- for example, emergency maintenance work, power cuts or off-season closure -- can make advertised facilities unavailable.

We strongly recommend that you take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal baggage, money and public liability before you travel.

## **Communication**

Please note that we generally communicate with our customers by email. By making a booking with us you agree to such electronic communication method being used. Eden Lanka Tours cannot be responsible for any losses or inconvenience suffered as a result of your email system not operating correctly and/or your failure to check email communications regularly. You agree that all notices, disclosures, agreements and other communications that we provide to you electronically or by fax satisfy any legal requirements that communications be in writing.

The Client is responsible for communicating the correct e-mail address to Eden Lanka Tours. We will not take responsibility for any e-mails sent by us not received by you.

During your tour your tour guide may take photographs and films of you (as part of a group) while you are a passenger and these may be used in our Group brochures and/or advertising and publicity material without obtaining any further consent or payment in respect of such photographs and/or films.

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## **Website Terms and Conditions of Use and Legal Restrictions**

**Attention:** The following terms and conditions apply to the content and all forms of use of this website with the domain name "Edenlankaroundtours.com". Kindly read all terms and conditions and legal restrictions before using this Site. Please note, by using this Site, you are deemed to have expressly agree to such terms and conditions.

Eden Lanka Tours reserves the right to change these Terms and Conditions and Legal Restrictions at its sole discretion.

## **General**

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## **Disclaimers**

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Our opinions are our own. Whilst we rigorously strive for accuracy, these opinions are necessarily subjective to some degree. All recommendations, opinions expressed and prices regarding properties and/or destinations and attractions displayed are provided for guidance only. Any information provided by us with regard to travel documentation is given in good faith but without responsibility on our part. We cannot be held liable for any discrepancies or differences that might arise between the content of any communication with you and the actual property you are accommodated at or the service you are extended.

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1. That information submitted is at your own risk;
2. Eden Lanka Tours has no liability with respect to any unauthorized access by third parties;
3. You are responsible for whatever material you submit; and

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## **Client Responsibility During tour**

You are expected to respect and obey the laws, culture and customs of the destination country, treat others on the trip and locals with respect and courtesy, observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organising any particular activities. You will be personally liable for any damages suffered to property or by us or any third party in the event of you failing to comply with these terms, we and our suppliers reserve the right in our absolute discretion to require you to leave the trip if your behaviour falls short of the standards expected by us and our suppliers. In such circumstances no compensation of any sort (including the return of any monies paid) shall be payable by us and all rights are reserved by us against you.

You are expected to be physically fit enough for the tour you book, and you is responsible for making sure that the tour you book is in level with your physical status, in your contact with Eden Lanka Tours before booking, as some tours and activities are physically demanding. Eden Lanka Tours is not responsible for, and expressly disclaims all liability and refund claims for, any activities you cannot undertake during the tour due to for example, but not limited to, illness, injury and/or physical disability. Client is responsible for giving notice to Eden Lanka Tours before booking of any illness, injuries or other physical disabilities that may need special arrangements and exclusions of certain activities included in the itinerary. Eden Lanka Tours

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reserves the right to cancel or find alternative options for Your Travel Arrangements if client is not deemed by Eden Lanka Tours employees or any other party involved in Your Travel arrangements to be physical fit enough for the tour and/or activity. In these circumstances we shall not be liable for compensation where we are forced to cancel, or change your holiday arrangements in any way due to physical status of client. Eden Lanka Tour reserves the right to charge extra fees for all such changes and cancellations deemed necessary entirely at the discretion by Eden Lanka Tours representatives or any other party involved in Your Travel arrangements. We assume no responsibility for any injury, illness or death, or for any damages, costs or claims however so caused arising directly or indirectly from the physical status of the client.

## **Complaints and Future Improvements**

Eden Lanka Tours, under no circumstances, recommends or guarantees the value or the quality of any additional product or service not clearly itemized on the Travel itinerary which may be purchased during an itinerary arranged in part or whole by us, even in the case where the product or service may have been discussed between a client and an employee or representative of Eden Lanka Tours. Determining the value of a product or service is entirely the client's responsibility. Eden Lanka Tours has no duty to intervene in such circumstances and cannot be held responsible for subsequent complaints.

Holiday Tours and arrangements offered by Eden Lanka Tours can range from luxury itineraries to programmes for the more budget-conscious. We will make every effort to ensure that our planning is meticulous. But amenities and infrastructure in Sri Lanka can at times be comparatively underdeveloped. Delays, moments of discomfort and risk can naturally occur in all travel. In the tropics, insects in rooms are common. Tourists booking any of our arrangements implicitly accept this as a fact of life. Clients are advised to take sensible precautions at all time, and before booking a holiday should take steps to familiarize themselves with up-to-date information.

If you have cause for complaint whilst on the trip, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not resolved locally, please follow this up within 4 weeks of your return home by email to us at [info@edenlankaroundtours.com](mailto:info@edenlankaroundtours.com) giving all relevant information. If you fail to follow this procedure we may not be able to deal with your complaint. You will be assured of respect and courtesy whilst your complaint is being dealt with.

We are always looking for ways to improve our service and products and as your feedback can help us to do this we may provide a voluntary Customer Survey for your completion.

## **Arbitration**

When your booking is confirmed with us, a contract between **Eden Lanka Tours** and you is constituted. That contract and these Booking Terms and Conditions shall be governed in all respects by the laws of Sri Lanka.