

TOUR NAME: Scintillating Sri Lanka

Terms and conditions

Please read these terms and conditions carefully as they incorporate the basis upon which bookings are accepted by YOURTours. If you pay your deposit, you are deemed to have accepted these terms.

Validity:

Hosted Small Group Tour prices are valid as stated per tour. This information is accurate and up to date at the time of printing, please note that:

- the contents of this document are based on information supplied to us by third party suppliers and we cannot be expected to have personal knowledge of the current conditions of accommodation, facilities and services provided by each supplier.
- facilities and/or services may change after the date of printing.

Confirmation of services:

Your acceptance of a quotation or your booking request does not guarantee actual availability of the requested flights, tours, accommodation, or services until such time as you receive a confirmation invoice from YOURTours and the payment deposit has been made.

Deposits and Final Payments:

Payments Date Breakdown:

- **Deposits:** A non-refundable deposit of \$1,500 is required within 7 days of confirming your booking. Failure to pay the deposit within this time frame may result in the cancellation of your booking.
- **Instalment Two:** A second instalment of \$5,000 per person is due by **22nd January 2025**.
- **Final Payment:** The balance of the tour cost must be paid by **17th June 2025**.

If the final payment is not received by this date, YOURTours reserves the right to cancel all arrangements without further notice.

Bookings made on or after final due date will only be processed if we hold full payment. If we do not receive the final payment by the due date, we reserve the right to cancel all arrangements without notification. Bookings made within 120 days of departure will only be processed if we hold full payment. Please note: For tours including a river or ocean cruise and/or great rail journey, deposit value and payment date plus any additional payment schedule dates will be advised with tour deposit invoice.

Please note that your place will not be confirmed until a copy of your passport and the deposit has been received. The name provided in the reservation must match the full name as per passport. Passports must be valid for 6 months after your scheduled return.

Amendments:

If you wish to alter your arrangements after your booking is confirmed, you must notify us in writing. We will endeavour to make the amendments you require however due to the additional administrative costs there will be a \$100 charge per amendment plus any fees imposed by our suppliers or operators.

Force Majeure:

YOURTours defines Force Majeure as: "Any circumstances beyond the reasonable control of a party which prevent or impede the due performance of our services, including but not limited to war or hostilities; riot or civil commotion; epidemic; pandemic; earthquake, flood or other natural disasters." The traveller warrants that YOURTours and its subsidiaries shall not be responsible and/or liable for costs or missed opportunities due to changes and/or cancellations in the program, or part(s) thereof due to Force Majeure.

Cancellation and Refunds:

Unless otherwise specified in our confirmation letter to you, or subsequently advised to you, cancellation fees apply as follows:

- Initial Deposit is fully refundable for any reason up to 7 days from receipt of deposit by YOURTours.
- Cancellations received up to 127 days prior to tour departure, only monies recovered from suppliers will be refunded.
- Cancellations 128 days prior to tour departure date – 100% loss of tour value.

Any cancellations must be received in writing and will be assessed based on the date received in our office.

Cancelled bookings will incur administration charges. These charges can be up to 100% of the cost of the booking regardless of whether travel has commenced. As a minimum, our cancellation charges are 10% of the total booking value, plus any applicable supplier fees or penalties. The amount of each supplier's cancellation fees or penalties is beyond our control. To the extent permitted by law, no refund is available for cancellations after the tour has commenced or in respect of any tours, accommodation, meals or any other services not utilised. The traveller will need to submit a claim to their travel insurance company for an unrecoverable costs or fees and any decision overcompensation of these costs or fees will be between the traveller and their travel insurance company.

After payment of the tour deposits or final balance of arrangements to YOURTours, in the event of an advice being posted on the NZ Government Safe Travel website www.safetravel.govt.nz declaring "Do Not Travel" to any country on the itinerary. YOURTours reserves the right to cancel some, or all the travel arrangements included as part the entire itinerary. In this event, we will attempt to recover as much refund as possible on behalf of the traveller for unused services resulting from the cancellation however will not be liable for any unrecoverable costs or fees charged by any supplier. The traveller will need to submit a claim to their travel insurance company for any unrecoverable costs or fees and any decision overcompensation of these costs or fees will be between the traveller and their travel insurance company. It is the traveller's responsibility to read and understand their travel insurance policy prior to payment to YOURTours for any arrangements.

Early Return, Illness or Absence

Early return expenses are your responsibility. There is no refund for absence or early departure from a trip, including but not limited to the cost of any reduction of your holiday, accommodation, transfers, meals or sightseeing cruises or any optional extensions. It is a requirement to travel on our hosted tours to hold comprehensive travel insurance which covers such circumstances.

Prices, Taxes and Currency Fluctuations:

YOURTours guarantees the price of your arrangements once you have paid us in full. Hosted Small Group Tour prices are based on costs and exchange rates as of 15 October 2024 – should this change, it may be necessary to reprice your tour.

Please check with YOURTours before confirming your reservation to ascertain if there have been any pricing changes. The price quoted for a tour will be a total figure and no breakdown of component costs can be provided. Taxes or levies imposed by government bodies, or their agencies are beyond our control. Prices shown are for payment by bank transfer or debit card only (eft-pos).

Additional Transportation Costs:

Changes in transportation costs, including without limitation the cost of fuel, dues, taxes, devaluation, ferry surcharges, airfare increases, or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your tour arrangements may change after you have booked. Increases in transportation costs may be charged to you at any time up to your departure.

Credit Card Transactions:

We accept Mastercard, VISA, American Express and Q-Card for Credit Card payment. Payments made with American Express, and Q-Card will incur a service fee of 4% per transaction. Payments made with Mastercard or Visa will incur a service fee of 1.7%.

Not Included in Tour Cost:

Visas, insurance, excess baggage, optional activities, cruise shore excursions (unless stated otherwise) and items of a personal nature.

Home pick-up "door to door" transport:

YOURTours home pick-up/drop-off only applies to travellers located within a 50km distance of their local domestic or international airport serviced by Air New Zealand, Air Chathams or Sounds Air. Home pick-up outside these zones will be considered on a case-by-case basis. Tour guests who miss the pre-booked transfers must make their own way to/from the airport at their own expense.

Holiday Variation:

If unforeseen circumstances beyond our control require us to make necessary changes to your tour, we reserve the right to cancel or reschedule departures and itineraries. When it is necessary to change a hotel, the company reserves the right to substitute accommodation of at least a similar standard. Travel dates and transit points are based on airline schedules available at the time of publishing. These may change at any stage which may alter the itinerary and require amending flights and/or cities. Cruise lines reserve the right to change ports of call at any time including during the cruise itself. YOURTours is not liable for any additional costs incurred in any changes beyond our control.

Tour Manager:

Hosted Small Group Tours YOURTours reserves the right to change the allocated tour manager should it be deemed necessary.

Accommodation and Meals:

Accommodation descriptions are based on current guides and are subject to change. Accommodation photographs may not be specific to the actual hotel room occupied.

Meals highlighted in the tour brochure indicate the meals included in your tour price. Any special meal requirements, including allergies, must be provided at time of booking, and are received on a request basis only. YOURTours cannot assure that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.

Maps:

Maps used are for illustration purposes only and may not be to scale.

Checked Baggage:

Due to space limitations aboard supplier/operator vehicles, you may only bring with you on your tour one average-sized piece of checked baggage weighing a maximum of 23kg, plus one small piece of carry-on luggage weighing a maximum of 7kg. If you bring excess baggage with you, we reserve the right to leave that excess baggage behind and you will be solely responsible for arranging and paying for storage of that excess luggage during your tour. We will have no liability to you for that excess luggage.

Smoking:

You may not smoke in your hotel room or on any of our supplier/operator vehicles. Smoking in a non-smoking room will result in a fine.

Solo Passengers:

All our tour pricing is based on twin/double share. Solo travellers are welcome to join us by paying the single supplement cost. Available solo spaces are limited on each tour.

Travel Advice:

While every effort is made to ensure tour travellers safety, YOURTours makes no representation as to the safety, conditions or other issues that may exist at any destination. For travel advice please contact the Ministry of Foreign Affairs and Trade or visit their website at www.safetravel.govt.nz.

Passports, Visas & Health:

It is your responsibility to have a valid passport and any visas, re-entry permits and/or health regulations which meet the requirements of immigration and other government authorities.

Delivery of Documentation:

YOURTours will provide final travel documents at least two weeks before departure. Bookings made close to departure date may mean documents will be sent after the two-week period before departure.

Insurance:

It is a condition of booking one of our tours that travellers are adequately insured for the full duration of their tour. It is recommended travel insurance is purchased at the time of reservation and payment of your tour deposit. Confirmation of Comprehensive Travel Insurance must be provided at the time of full payment or 90 days prior to travel (whichever comes first).

Your Responsibility:

For the wellbeing of all travellers, tour guests are expected to conduct themselves in an orderly and acceptable manner and not disrupt others. You agree to comply with these terms and the terms that apply to any goods or services supplied to you by other operators. You also agree to comply with our reasonable requests and the requests of other operators. If a tour guest is found engaging in any inappropriate behaviour and to ensure the comfort and safety of our customers, YOURTours reserves the right to remove them from the tour. This decision is made to maintain a safe and respectful environment for all participants. You indemnify us for any liability, costs, damages, or other expenses we suffer or incur as a direct or indirect consequence of your behaviour while part of your tour.

Customs, Immigration and New Zealand Law:

If applicable, it is your responsibility to comply with any New Zealand immigration, customs and/or quarantine regulations when entering New Zealand. We will not, under any circumstances, have any liability or responsibility to you if you do not comply with any customs and immigration rules and regulations or if you fail to comply with any New Zealand laws. Should you fail to comply with immigration requirements, resulting in you being unable to re-enter New Zealand, you indemnify us for any liability, costs, damages or other expenses incurred.

Business Purposes:

You agree that where our services are acquired for business purposes, or where you hold yourself out as acquiring our services for business purposes, the Consumer Guarantees Act 1993 will not apply to any supply of goods or services made under these conditions.

Governing Law:

This agreement is covered by the laws of New Zealand. Any claim or legal action against overseas suppliers is likely to be subject to the terms of your contract with them and may be governed by the laws of other countries.

Responsibility:

There is no contract between the company and the traveller until the company has provided a confirmation invoice and the appropriate deposit has been received. YOURTours accepts bookings subject to the following conditions:

(a) YOURTours acts as a co-ordinator for all persons taking the tour in the making of all arrangements for transportation, sightseeing and hotel accommodations none of which are owned, managed, controlled or operated by YOURTours.

(b) YOURTours only acts as an agent for the owners, contractors and suppliers of transportation and/or other related travel services provided and assume no responsibility for the loss or damage to 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, wars, uprisings or acts of God over which we have no control.

(c) YOURTours does not assume responsibility for seat assignments, name changes, schedule or flight changes, cancellations, claims for reimbursement of airline ticket fees or any other loss or expense incurred to you for any reason whatsoever when purchasing or using airline services.

(d) While the company will use its best endeavours to operate all tours as advertised, reasonable changes in the itinerary may be made without notice where deemed necessary or advisable by the company.

(e) The information contained in this document is correct to the best of the Company's knowledge at the time of print. The Company however accepts no liability for innocent inaccuracies contained herein.

(f) Please note that employees of overseas suppliers are not authorised to make undertakings to our travellers in respect of refunds or other matters.

(g) If you are participating in a YOURTours small group tour you must over the age of 18 years.

Group Tour Departures:

YOURTours operate Hosted Small Group tours subject to a minimum number of participants. On receiving an initial deposit payment for a booking, we will send you a confirmation invoice and subsequently advise you once the tour departure is guaranteed. This will be no later than 10 weeks prior to the departure date. We reserve the right to cancel the tour up until 10 weeks prior to departure.

Health and Fitness Requirements:

To participate in our tours, travellers must be in good physical and mental health and fully capable of taking part in the activities outlined in the tour itinerary. This includes the ability to walk unaided at a reasonable pace. Walking poles or sticks may be used for balance, provided no additional assistance or support is required. Please note that YOURTours is unable to accommodate walking frames on international tours.

At the time of booking, travellers are required to disclose any physical or medical conditions that may require special accommodations during the tour. If you have any concerns, we strongly encourage you to consult with a YOURTours representative prior to booking to assess the suitability of the tour. In some cases, you may be required to sign a disclaimer form by the in-country tour provider before participating in specific activities.

By booking the tour and paying the deposit, all travellers acknowledge that they are in good physical and mental health, fit to travel, and are not travelling contrary to medical advice.

YOURTours will not be liable for any injury, illness or loss of enjoyment resulting from a disability or medical condition. Where a component of the tour, or the tour in its entirety, is not able to be provided as a result of a disability or medical condition, no refund will be available. Additionally, YOURTours maintains the authority to cancel any booking or remove any tour guest from a tour based on health and fitness considerations, without responsibility for any subsequent loss or additional expenses incurred.

Limitation of Liability

The Consumer Guarantees Act 1993, the Fair-Trading Act 1986, and other statutes in New Zealand may impose warranties, conditions or obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise. Except to the extent that the law prevents us from excluding liability and as expressly provided for in these terms, we shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from Work or Goods provided by us to you. To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these terms or for any other reason, such liability is limited to the price of your tour.

Images

By completing and signing your tour booking form, you agree our tour host may take photographs and/or video of you during your booked tour, you also agree any such photograph or video may be used and/or published by the company for use on our social media page or group, or in print or electronically for any lawful purpose including publicity, advertising and on our website. If you do not wish your photo to be taken for these purposes during your tour, please advise the company in writing prior to the start of the tour, to ensure we do not include you in published pictures.

Health and Safety Information including COVID-19:

While it is not compulsory for tour guests to be vaccinated against COVID-19 to travel with YOURTours unless otherwise stated, we strongly encourage that you be fully vaccinated prior to travel. It is important for travellers to be aware that airlines and local government authorities may have different guidelines depending on the destination.

Should you test positive for Covid-19 or any other infection declared a pandemic by the World Health Organisation (WHO) while travelling as part of the arrangement made through YOURTours, you will be required to follow the government regulations of the country in which you are travelling. You must also advise YOURTours and their local partners as soon as possible in the event you test positive for a pandemic related illness. We encourage anyone with any symptoms of Covid-19 or other pandemic related illness to self-test while travelling, and suggest you carry a supply of your own Rapid Antigen test kits for this purpose. Should you test positive for Covid-19 or other pandemic related illness, you must follow the advice of local government, including self-isolation if required.

Should you test positive for Covid-19 or another WHO designated pandemic infection, for the health and safety of your tour host and fellow travellers you may be required to complete a period of isolation until you no longer test positive. Any additional costs incurred as a result of isolation would be your own responsibility until you no longer test positive, including but not limited to, the cost of any additional accommodation, travel, medical costs associated with having to return home early or to re-join the tour, and any incidental expenses.

Refunds will not be provided to any traveller who cannot fulfil the entirety of their tour due to Covid-19 or any other WHO designated pandemic illness once the tour has commenced. It is a requirement to travel on our hosted tours to hold comprehensive travel insurance, including Covid-19 cover, should your tour be disrupted due to COVID-19. It is your responsibility to check if your travel insurance policy covers any additional costs you may incur or any refunds for services you miss out on in relation to any WHO pandemic.

COVID-19 Cancellation / Refund Policy

Should travel not be legally possible due to New Zealand Government restrictions as a result of COVID-19 over the tour dates, we will:

- Reschedule the tour to a future date as soon as travel can resume.
- Only monies recovered can be refunded, with all other payments transferred to future tour dates.
- Should travel restrictions be imposed whilst on tour, we will seek credits or refunds on all unused portions of the itinerary, however this cannot be guaranteed.

Peace of Mind

YOURTours are allied members of TAANZ (Travel Agents Assn of NZ), TIA (Tourism Industry Aotearoa) and CLIA (Cruise Line International Assn).

YOURTours hold Professional Indemnity and Liability Insurance with Ando (Lloyds) in the amount of NZ\$2 mil.

YOURTravel & Tours

17a Maclean Street, Paraparaumu Beach

Kapiti Coast, New Zealand

PRICES ARE IN NEW ZEALAND DOLLARS (unless otherwise stated)