

## **Terms & Conditions**

The following Booking Conditions form the basis of your relationship with Sri Lanka Bespoke Ltd of Suite 307, 95 Wilton Road, London, SW1V 1BZ, U.K. Please read them carefully as they set out our respective rights and obligations. References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date) or any of them. "We" "us" and "our" means Sri Lanka Bespoke Ltd. References to "arrangements" and "service" are to the flights, accommodation, transfers and car hire featured on our websites.

### **1. Booking, paying and confirming for your holiday**

a) To book a holiday, please contact us via our website or telephone to request a quotation. When you are happy with the quotation, please review the itinerary and quotation, then pay the specified deposit using a credit or debit card or b) call your consultant and we can process your booking and deposit over the phone. The person named on the quotation ("party leader") must be authorised to make the booking on the basis of these Terms and Conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By paying the deposit, the party leader accepts these terms and conditions on behalf of all members of the party and confirms that he/she is so authorised to do so by all other members of the party. The party leader is responsible for all payments due to us and must be at least 18 when the booking is made.

b) The nature of the holidays we arrange means we are often not in a position to confirm every requested element at the time of booking. Once we reasonably expect the key elements of your holiday to be available, we will process your payment and a contract between us will come into existence, as set out in (1c) below. If for any reason we do not expect the key elements of your holiday to be available we will not process your payment and will advise you accordingly. Processing your payment is not a guarantee or representation that your requested arrangements will be provided or confirmed. Where you submit your booking request online, any electronic acknowledgment of its receipt is not a confirmation of the booking. Obtaining confirmation of all elements from suppliers may take two weeks or more. In some cases it may not be possible to confirm all elements as requested and changes may need to be made. Occasionally, we have to cancel a booking prior to issue of the confirmation invoice, where we are unable to confirm all key elements and/or offer suitable alternative arrangements. If we have to cancel your holiday prior to confirmation or the arrangements we are able to confirm when we issue a confirmation invoice are significantly different to those requested and any alternative arrangements we offer you are not acceptable, we will refund all monies you have paid us. However, for clarity, you are not entitled to cancel prior to confirmation without paying our normal cancellation charges. As bookings can only be accepted on the basis set out above, no compensation will be payable where your booking is cancelled or a significant change made by us (which you accept) in accordance with this clause.

c) A contract between us will come into existence when we process your credit/debit card payment or deposit your cheque/cash for your deposit or initial payment into our account, at which time we will either issue a deposit receipt letter, acknowledging the acceptance of your booking or in the case that all arrangements can be confirmed at that time, we will issue a confirmation invoice. A contract between us comes into existence, as set out in this clause, whether or not we receive your booking details prior to processing your deposit or full payment. If a confirmation invoice cannot be issued we will seek confirmation of all requested elements of your booking from the suppliers concerned as set out above. We will issue a confirmation invoice once we are in a position to confirm the available arrangements. The arrangements shown on your confirmation invoice are those that we are contracting to provide. The confirmation invoice will be sent to the party leader or your travel agent. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information that appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out. You must ensure that the name of each party member given to us at the time of booking matches the name exactly as it appears on that party member's passport, used for travel on this booking.

d) A 25% deposit of the total cost per person is required at the time of booking – or such other amount as advised by Sri Lanka Bespoke. For certain arrangements the suppliers concerned require full payment at the time of booking. If this applies to your booking we shall advise you of this prior to booking or may request an additional deposit payment after booking. For the purposes of clause 3 such payments will also be classed as deposits. The balance of the holiday cost must

be received by us not less than 3 calendar months prior to departure. Bookings made within 3 months of departure require full payment at the time of confirmation. The balance payment date will be shown on the confirmation invoice. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case the cancellation charges set out in clause 3 will apply. In such cases a written notice of cancellation and a cancellation invoice would be sent to you. Payments can be made by bank transfer, credit or debit card or cheque. Credit card payments will be subject to a fee of between 2% and 3% depending upon card type, except for deposit payments that do not exceed 25% of the total holiday price.

e) All monies paid to one of our authorised travel agents for a holiday with us that includes a flight (or flights) will be held on our behalf until they are paid to us or refunded to you. All monies you pay to one of our authorised travel agents for a holiday with us, that does not include a flight (or flights), will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf.

f) Where you register online or otherwise provide us with an e-mail address, we will communicate with you by e-mail. We will e-mail your confirmation invoice and any other documentation which can be sent in this way. You must therefore ensure you check your e-mails on a regular basis. You should check and print off copies of your confirmation invoice and other documentation on receipt. We may contact you by telephone and/or post if we cannot, for whatever reason, contact you by e-mail. Certain documents may need to be sent to you by post. References in these Terms and Conditions to "send" and "in writing" include communication by e-mail.

g) You may contact us by e-mail for any of the reasons mentioned in these Terms and Conditions (for example, to request an alteration) providing you do so to the e-mail address of your Travel Consultant.

## **2. Amendments by You**

Should you wish to make any alterations to your confirmed holiday the party leader must notify us as soon as possible in writing. Whilst we will endeavour to assist we cannot guarantee that any request will be met. If we can make the requested change you will be provided with a quote detailing any additional costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers and our amendment fees of £75 per person. If the amendment results in the price of your holiday reducing by more than 10%, this will be deemed a part cancellation and cancellation charges, as defined in clause 3 below, will apply to the cancelled portion of the holiday. Please note that some accommodation is priced according to the number of people in the booking. If you wish to change the size of your party, the per person cost of the holiday for other members may increase significantly and that some airline tickets (e.g. advance purchase and net fare tickets) cannot be changed once booked, without incurring considerable cost.

## **3. Cancellation by you**

Cancellations must be notified to us in writing by the party leader. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time you make your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling (unless reducing the party size increases the per person cost for those not cancelling) excluding insurance premiums, late booking and amendment fees. Insurance premiums, late booking and amendment fees are not refundable in the event of cancellation.

Cancellation charges: In all cases your deposit will be non-refundable. If cancelling within 3 months of departure, the full price of your holiday will remain due. If cancelling 3 months or more the greater of either your deposit or 25% of the full holiday price will be due.

Days prior to departure date notice of cancellation is received Cancellation charge (as a % of total itinerary cost)

More than 70 days Loss of deposit

70 – 56 days 50% of total cost 55 – 36 days

75% of total cost

35 days or less 100% of total cost

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) as long as the following conditions are met: (i) all suppliers and third parties accept the transfer of names or are able to re-book. Air tickets are rarely transferable. (ii) you sign an authorisation to transfer the holiday into another name. (iii) the transferee accepts these terms and conditions. (iv) the transferee provides us with new travel insurance details. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £75 must be paid. Any overdue balance payment must also be received.

#### **4. Amendments and cancellations by us**

Occasionally we have to make changes and correct errors in our booking information both before and after bookings have been confirmed. We may also have to cancel confirmed bookings due to factors outside our control, mistakes, or if the minimum number of bookings required for a particular holiday have not been received. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. We will notify you (or your travel agent) of cancellation at the earliest opportunity and, in the case of group arrangements which depend on a minimum number of bookings (which is not achieved), at least 30 days before departure. Most changes will be minor (in which case the change will not entitle you to a refund or to change your holiday and no compensation will be due) but occasionally we may have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes include (i) a change in your flight departure time by more than 12 hours (ii) a change of your departure or arrival airport to one that is significantly more inconvenient to you (iii) a change in your destination locality or (iv) a change of accommodation to that of a lower standard. If we have to make a significant change we will inform you (or your travel agent) as soon as reasonably possible. If there is time to do so before departure we will offer you the choice of one of the following options: (i) accepting the changes (for significant changes) or (ii) purchasing an alternative holiday from us, of a similar standard to that originally booked or (iii) cancelling or accepting the cancellation and receiving a full refund of all monies due. If the alternative holiday is cheaper than the original one, we will refund the price difference, and if it is more expensive you will be charged for the difference. If we have to make a significant change or cancel we will, where compensation is appropriate, pay you reasonable compensation, with a minimum of £100 but no more than £500 per booking, depending on the circumstances and when the significant change or cancellation is notified to you, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where: (a) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (b) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above) or (c) where your booking is cancelled or a significant change made (which you accept) prior to or at the time of confirmation, as set out in clause 1b. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these Terms and Conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 15 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes. Very rarely, we may be forced by "force majeure" (see clause 8) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. Please also see clause 16 "Late Arrivals, Delay and Denied Boarding Regulations".

#### **5. Prices**

Any prices published in our brochures, marketing material and our website are for guidance only and are based on exchange rates in effect on the publication date. Although every effort is taken to ensure prices are accurate at the time of publication we cannot guarantee these prices. Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to alter or correct errors in any quoted or published prices at any time prior to a contract between us coming into existence. Once the price of your chosen holiday has been confirmed on your confirmation invoice then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as

accommodation, fuel surcharges, landing taxes or embarkation or disembarkation fees at ports or airports which have been used to calculate the cost of your holiday. Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment or late booking fees) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment or late booking fees), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment or late booking fees) or alternatively purchase another holiday from us as referred to in clause 4 "Changes and Cancellations by us". You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (ii) or (iii) as set out in clause 4. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later. Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place. A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs. We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either. In accordance with Air Navigation Orders, an infant must be under 2 years of age on the date of their return flight to qualify for infant status. If it becomes a legal requirement for infants to have separate airline seats, we will have to pass the cost of this onto any guest travelling with an infant.

## **6. Insurance**

It is a condition of booking, that you have or are covered by adequate insurance cover for personal liability, medical and holiday cancellation insurance to be valid from the date when the contract between us comes into existence until the holiday is completed. When obtaining travel insurance you must ensure that the insurer is aware of the type and Terms and Conditions of Booking Suite 307, 95 Wilton Road, London, SW1V 1BZ, U.K destination of travel and any activities which you plan to undertake that may be considered high risk such as skiing, scuba diving, white water rafting, travel by light aircraft, paragliding, kite surfing, wind surfing, safaris, mountain trekking and so on. Please ensure that you are fully covered, in particular with regard to the maximum cancellation amount, and that you provide details of your insurer and policy number are provided to us for our records. We may need to refer to this if you are involved in an accident. If you are unable to provide us with insurance details at the time of booking you, and all your party, must complete an insurance responsibility waiver form. If insurance details are not provided and you do not complete this waiver then we reserve the right to refuse to accept your booking or cancel your holiday with loss of deposit if you fail to do so. If you do not arrange the aforementioned cover, Sri Lanka Bespoke may, if it chooses, refuse your booking or cancel your holiday. In any event, Sri Lanka Bespoke will not be held responsible for any expenses, loss or damage you incur as a result of your failure to comply with this clause or the requirements of your travel insurance policy. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## **7. Visas passports and health requirements**

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in obtaining such documentation. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

## **8. Force majeure**

Except where otherwise expressly stated in these Terms and Conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these Terms and Conditions "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include political disputes, acts of war, threat of war, riots, terrorist activity (actual or threatened), border closures, industrial action (actual or threatened), technical problems with machinery, transport or equipment, government intervention, natural disasters, fire or explosion, inclement weather and acts of God.

## 9. Suppliers' conditions

Independent suppliers provide most accommodation, services and transport. All bookings are subject to the third-party conditions and regulations of these carriers/ transport proprietors/accommodation providers and service suppliers. These conditions may limit or exclude liability to you and may be subject to provisions of international conventions - copies are available from us on request. Many third-party suppliers require a waiver of responsibility to be signed, which may limit some of your rights vis a vis those suppliers.

## 10. Our liability

a) We promise to make sure that the holiday arrangements we have agreed to make perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Terms and Conditions, we will accept responsibility if, for example, your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

b) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: (i) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (iii) force majeure as defined in clause 8 above.

c) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

d) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature that might lead a reasonable holiday maker to refuse to take the holiday in question.

e) As set out in these Terms and Conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1500 per person affected unless a lower limitation applies to your claim under this clause or clause (f) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

f) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (i) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (ii) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses.

g) You must provide our insurers and ourselves with all assistance we may reasonably require. You must also tell us and the supplier concerned, about your claim or complaint, as set out in clause 18 below. If asked to do so, you must transfer

to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with our insurers and us, if our insurers or us want to enforce any rights that are transferred.

### **11. Brochure accuracy**

All reasonable care has been taken to ensure that the descriptions, facts or opinions in our brochures and itineraries are accurate at the time of printing. Opinions expressed are personal to the authors and photographs only relate to a specific destination when specifically captioned. The layout and furnishing of rooms shown in photographs may change. During the lifespan of our brochure, advertised facilities, services, schedules, and laws and suppliers' programmes may also change. Errors may also occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with your travel agent or us at the time of booking. We cannot accept responsibility for any descriptions, facts or opinions published in any third party or suppliers' brochures or promotional material.

### **12. Behaviour and damage**

a) When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. b) The type of travel, which we offer, requires flexibility and must allow for alternatives. The outline itinerary as given for each holiday must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of Sri Lanka Bespoke. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness, mechanical breakdown, flight cancellations, strikes, events emanating from political disputes entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

### **13. Acceptance of risk (by you)**

You acknowledge that the nature of travel is adventurous and that as such some holidays may involve a significant amount of inherent personal risk. These include injury, disease, loss or damage to property, inconvenience and discomfort. Some activities incidental to the holiday may carry inherent risks and if you wish to participate you may be requested to sign an additional waiver form by the local supplier. It is your responsibility to ensure that you are physically fit enough to participate, that you have adequate protective clothing and safety equipment and take sensible precautions for your own safety and for the safety of any children for whom you are responsible.

### **14. Overseas standards, expectations and safety**

Please note it is the requirements and standards of the country in which any services, that make up your holiday are provided, which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower. The infrastructure standards in certain overseas countries are often quite different from those accepted as the "norm" in the UK. This can include levels of service and the reliability of transport, food, accommodation, communications, power and water supplies to name but a few. In addition you must take reasonable precautions for your own safety whilst on holiday. For example, you are advised not to walk alone at night in unlit areas and not to display jewellery or valuables.

## 15. Flights

a) It is a requirement of some airlines that all onward and return flights are reconfirmed at least 72 hours before departure. Therefore, it is essential that you contact the appropriate airline or our representatives on arrival to reconfirm your flights. Remember to check current timings as they are subject to change and we recommend that, where possible, guests check in on-line 24 hours prior to departure.

b) Many airlines, airports and governments levy a variety of taxes and surcharges including but not limited to departure, arrival, noise, environmental, fuel and security taxes or surcharges, which are often payable locally unless specifically shown on your tickets as being prepaid.

c) Late arrivals, delay and denied boarding

We cannot accept responsibility if you miss your flight or transfer due to late check in, check in queues, delays in connecting transport or due to delays introduced by security procedures. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation or any other payment from the airline under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations.

## 17. Accommodation

The accommodation provided is only for the use of those persons named on the confirmation invoice and subletting, sharing or assignment is prohibited. 18. Claims and complaints In the event that you have cause for complaint whilst on holiday you must immediately bring it to the attention of our local representative (or if none to a Sri Lanka Bespoke UK office, in which case we will reimburse reasonable communications costs) and to the management of the accommodation or relevant supplier, obtaining written confirmation from them of the complaint so that we will have the opportunity to correct the matter during the holiday. If you fail to do so you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify it. If we are unable to resolve matters whilst you are on holiday and you remain dissatisfied, you must write to us within 5 days of your return with full details. Please quote your booking reference on all correspondence. If you fail to follow this simple complaint procedure, your right to claim any compensation may be affected or even lost as a result.

## 18. Claims and complaints

In the event that you have cause for complaint whilst on holiday you must immediately bring it to the attention of our local representative (or if none to the Sri Lanka Bespoke UK), in which case we will reimburse reasonable communications costs) and to the management of the accommodation or relevant supplier, obtaining written confirmation from them of the complaint so that we will have the opportunity to correct the matter during the holiday. If you fail to do so you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify it. If we are unable to resolve matters whilst you are on holiday and you remain dissatisfied you must write to us within 5 days of your return with full details. Please quote your booking reference on all correspondence. If you fail to follow this simple complaints procedure, your right to claim any compensation may be affected or even lost as a result.

## 20. Law and jurisdiction

We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description that arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

21. Personal information and privacy Your personal information and that of your party is important to us. We will always treat it with the respect it deserves and will never pass it to any third parties, except those that need this information in the course of providing the holiday services you have booked. We may contact you from time to time with holiday information and offers that we think might be of interest. Should you wish to stop hearing from us, by email or by any other means, please email us at [unsubscribe@scottdunn.com](mailto:unsubscribe@scottdunn.com), detailing how you wish us to use and store your personal information.

## 9. EXCURSIONS, ACTIVITIES, SPA & RESTAURANT BOOKINGS

Please note that when we book an excursion, activity, spa or restaurant locally on your behalf, you contract with the local company providing that service and not Sri Lanka Bespoke. Sri Lanka Bespoke has no legal liability for anything that may go wrong and any claim that you might have arising out of anything that goes wrong will be against the relevant local company and subject to the local company's terms and conditions. By taking part in any excursions, activities, treatments or restaurant dining, you release and exempt Sri Lanka Bespoke from all liability for personal injury, property damage, wrongful death and actions of any kind arising from taking part in any of the above. You further agree to defend and indemnify Sri Lanka Bespoke from any claims, demands and liabilities of any kind whatsoever, including legal fees and costs arising from taking part in said experiences, activities, treatments or restaurant dining. We strongly recommend that you reconfirm these arrangements with the supplier upon arrival.

## 10. DATA PROTECTION & PRIVACY

a) For the purposes of the Data Protection Act 1998, Sri Lanka Bespoke is a data controller. In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, passport information, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen travel arrangements and any dietary restrictions which may disclose your religious beliefs.

b) We need to pass on your personal details (normally your full name, passport details and contact number) to the companies and organisations who need to know them so that your arrangements can be provided (for example your airline, local ground handler, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your trip is to take place or to involve suppliers outside these countries.

c) By providing this information to us you consent to our holding, using and passing on in connection with your travel arrangements the information you give us (including details relating to your physical or mental health or condition and any religious beliefs) unless you tell us otherwise in writing.

d) Sri Lanka Bespoke may from time to time contact you with information about our arrangements. If you do not wish to receive any such information please inform us in writing.

e) Except as outlined above or as expressly permitted by the Data Protection Act, Sri Lanka Bespoke will keep all personal details you give us in connection with your travel arrangements confidential and will not otherwise use or disclose them. Ampersand Travel has appropriate security measures in place to protect this information.

Company details



Sri Lanka Bespoke a trading name of Sri Lanka Bespoke Ltd and is registered in England under company number 2021650. We are accredited by IATA (International Air Transport Association) licence number 9123848/6. VAT registration number 412006028. We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2471) and are members of Association of Bonded Travel Organisers Trust Limited (ABTOT number 552). We are also members of various trade associations including ATTA and LATA.

### **Credit cards**

Sri Lanka Bespoke accepts Visa, MasterCard and American Express credit cards plus most UK debit cards. In line with industry norms a surcharge is applicable for all payments made by credit card of between 2% and 3%, which will be advised at the time of payment. Debit cards do not attract a surcharge. Most credit cards are widely accepted around the world, but please note that fees charged for their use vary dramatically from country to country. Fees in excess of 10% are not uncommon and exchange rates can be poor. Please check before using your credit card.

### **Travel Insurance**

It is a condition of booking with us that you and all members of your party obtain travel insurance, covering all elements of your holiday arrangements. If you are unable to supply details of sufficient travel insurance or a signed waiver, then we will be unable to issue your final travel documents. We highly recommend that you obtain travel insurance at the time of booking, rather than leaving it until close to your departure date, as this will provide cover in case you need to cancel your booking prior to departure. It is vital to ensure that your travel insurance policy, particularly general policies, such as annual or credit card policies, provide adequate cover for cancellation, missed departure, unused accommodation and all activities, particularly those considered hazardous, that you plan to undertake. Activities considered hazardous include such activities as diving, rafting, trekking, skiing, horse-riding, paragliding, kite surfing, bungee jumping, travel in light or single-engine aircraft, safaris and many more. If in doubt whether an activity is covered please ensure that you contact your travel insurance company. In many instances, insurance designed to cover a specific single journey or specific activity will provide a much higher level of cover, than the general annual or credit card policies. Virtually all insurance policies will exclude any undisclosed pre-existing conditions, medical or otherwise, if in doubt always check with the insurance company prior to departure. Please see our terms and conditions for further information.

### **Passports, visas and health**

Many countries require passports, visas and health certificates to be presented before entry is permitted. Please ensure that you and all members of your party, including infants and children, are in possession of a passport, valid for at least 6 months, prior to departure. We will advise the passport, visa and health requirements for British Citizens at the time of booking but we strongly advise that you contact the relevant embassy(ies) or consulate(s) and your doctor, in good time prior to travel, in order to check the latest advice and regulations, as they can change at short notice. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and do not yet hold a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday, as the UK Passport Service has to confirm your identity before issuing your first passport and may ask you to attend an interview. Many countries require that passports are valid for 6 months after the return date and airline/immigration officials may prohibit entry unless this rule is observed. Please also ensure that the name on the passport corresponds with your airline tickets and that your passport contains at least one completely blank page to allow for immigration stamps. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If you are planning to combine some business with your holiday or if you are planning a visit for more than 30 days, different/additional visa requirements to those referred to above may apply to you. If these circumstances apply to you please contact the Embassy or Consulate of the country(ies) to or through which you are intending to travel, for further advice. If you are going on your honeymoon, we suggest you carry your Marriage Certificate. Please note however that airlines now require the name on your passport to match your flight tickets even if you are newlywed, so if you are planning on travelling in your married name make sure you have changed the name in your passport before your holiday. Many countries require certificates for mandatory vaccinations depending upon recent travel and current policy. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health. Please note that some vaccinations and prophylaxis courses must be started up to 6 weeks before travel. Health requirements and recommendations may change and you must check the up to date position

in good time before departure. See our terms and conditions for further information regarding passports, visas and health requirements.

**Problems and emergencies**

If any problems occur whilst on your holiday, please contact the manager of the hotel or our representative in the region. If this does not resolve the problem please contact Sri Lanka Bespoke in UK. We would much prefer to resolve any problem at source and at the time of occurrence (if possible). Please see our Terms and Conditions for further information. If you fail to follow the simple complaints procedure set out here and in our Terms and Conditions, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.