

## Terms and Conditions

Sri Holidays Asia, go-lanka.com and lanka-holidays.com are trading brands of Sri Holidays Travel Services Private Limited. These terms and conditions set out the terms under which Sri Holidays Travel Services Private Limited, referenced herein as "Sri Holidays" (or one of its Associated Companies) sells to the Client, and the Client resells Reservations.

The terms and conditions consist of all terms and conditions below including schedule 1 Booking Terms, Schedule 2 Cancellation Terms, Schedule 3 Operational and Complaints Procedures and Schedule 4 Online Groups.

Sri Holidays reserves the right to change or update these terms without prior notice. The latest version will always be available on the Booking System and by using the Booking System to make Reservations the Client is accepting the latest version available applies to all Reservations.

### 1. Interpretation and definitions

- 1.1 In this agreement (including the schedules), the following words and expressions have the following meanings

<b>Associated Company</b>	a company under the Control (direct or indirect) of Sri Holidays or under common Control with Sri Holidays.
<b>Business Day</b>	a day between Monday and Friday, inclusive, on which clearing banks are open for business to the public.
<b>Booking System</b>	the booking system operated by Sri Holidays (branded as "Sri Holidays" or otherwise), enabling Clients to make Reservations (whether accessed via the web or an API/XML connection).
<b>Booking Terms</b>	the terms set out in Schedule 1.
<b>Cancellation Terms</b>	the policy for the cancellation of Reservations as specified in Schedule 2 (and as amended from time to time).
<b>Client</b>	as defined in the Summary.

<b>Confidential Information</b>	as defined in clause 15.
<b>Control</b>	the power of a person, either acting alone or in concert with others, to secure either by means of the holding of shares or the possession of voting power in or in relation to the company concerned or by virtue of any powers conferred by the articles of association or other document regulating that company, that its affairs are conducted in accordance with the wishes of that person.
<b>Consumers</b>	the customers to whom the Client resells (directly or indirectly) Reservations.
<b>Hotel(s)</b>	any hotel(s) or other lodging or accommodation for which the Client can make Reservations in accordance with the terms of this agreement.
<b>Insolvency Event</b>	<p>in relation to a relevant party, where:</p> <ol style="list-style-type: none"> <li>1. a receiver, administrator, administrative receiver, or official receiver is appointed over its affairs or a mortgagee, chargee or other encumbrancer takes possession of the whole or any material part of its assets;</li> <li>2. a petition is presented (which is not discharged within 14 days) or a resolution passed for its winding-up or dissolution;</li> <li>3. any distress, execution or other process is levied or issued against any of its assets which is not paid within seven days;</li> <li>4. it ceases or threatens to cease to carry on its business or is deemed unable to pay its debts as they fall due;</li> <li>5. it convenes or holds a meeting of its creditors or commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all</li> </ol>

or any class of its indebtedness or gives notice to any of its creditors that it has suspended or intends to suspend payment of any of its debts;

6. it has any of its possessions seized by or on behalf of creditors unless they are released from seizure within seven days;
7. it proposes, or its directors make a proposal for, an arrangement or composition with or for the benefit of its creditors;
8. it obtains a moratorium under part II of schedule A1 in respect of its indebtedness or anything is done by it or on its behalf for the purposes of obtaining a moratorium;
9. it is struck off the register of companies;
10. it has a statutory demand or petition for bankruptcy presented against it or the appointment of a trustee in bankruptcy over its affairs;
11. it has any of its possessions seized by or on behalf of creditors unless they are released from seizure within seven days; or
12. it is subject to any analogous event to those described above under the law of any jurisdiction.

**Operational and Complaints Procedures**

the policies and procedures for operational matters and the handling of Consumer complaints as set out in Schedule 3.

**Permits**

all permits, consents, licences, and permissions that are required by local, national and any other law for the proper operation of the Hotel.

**Rate**

the applicable rate for each Reservation payable to Sri Holidays specified in the

Booking System.

**Recommended Selling Price**

the price shown in the Booking System at which Sri Holidays recommends a Reservation is resold by the Client.

**Reservations**

reservations of room accommodation (including associated facilities, guest amenities) in the Hotels and any other services which are allocated for sale by Sri Holidays in accordance with this agreement.

- 1.2 All references to a statutory provision include references to:
  - 1.2.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this agreement, for the time being in force;
  - 1.2.2 all statutory instruments or orders made pursuant to it; and
  - 1.2.3 any statutory provision of which that statutory provision is a re-enactment or modification.
- 1.3 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 1.4 Any phrase introduced by the terms include, including, in particular, or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.5 Unless otherwise stated, a reference to a clause, party or schedule is a reference to respectively a clause in or a party or schedule to this agreement.
- 1.6 The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.

**2. Term**

This agreement will come into force on the date of this agreement and will continue on a rolling basis unless and until this agreement is terminated by either party in accordance with clause 19.

**3. Scope of this agreement**

This agreement sets out how Sri Holidays (or an Associated Company) and the Client will work together to maximise business for those parties and defines their commercial expectations and obligations.

## **4. Services**

- 4.1 Sri Holidays or Associated Companies will, with reasonable care and skill and to the standard reasonably expected of a quality wholesale travel service provider:
  - 4.1.1 supply the Reservations purchased by the Client in accordance with this agreement;
  - 4.1.2 permit the Client access to the Booking System and its inventory of available rooms;
  - 4.1.3 provide facilities for the Client to purchase Reservations;
  - 4.1.4 ensure that the Reservations purchased through the Booking System conform to the description as provided by Sri Holidays; and
  - 4.1.5 provide travel-related additional services (including, without limitation, transfers).
- 4.2 The Client will be obliged to pay the Rate (inclusive of any agreed taxes) for such Reservations in accordance with clause 5.
- 4.3 The Client will be entitled to determine the price for resale of the Reservations to the Consumers. The Client will, when selling to Consumers, note the Recommended Selling Price where supplied by Sri Holidays.

## **5. Payment, cancellation and amendment**

- 5.1 All payments will be made in accordance with the Summary Sri Holidays reserves the right to withdraw existing or future credit facilities if the Client fails to comply with the terms of this agreement (including, without limitation, any failure by the Client to make payments in accordance with this clause 5.1).
- 5.2 Subject to clause 5.3, the Client will pay to Sri Holidays the Rate on Reservations made in accordance with the Booking Terms.
- 5.3 All cancellations, amendments and no-shows, and the Client's liability in the case of cancellation, amendment or no-show, are governed by the Cancellation Terms or any specific cancellation terms advised in respect of a reservation.
- 5.4 Sri Holidays reserves the right to cancel a Reservation if it considers that such Reservation has been made fraudulently (including, without limitation, any fraudulent or unauthorised use of a credit card to make a Reservation).
- 5.5 On termination of this agreement, the Client will remain liable to pay sums which relate to Reservations ordered or booked prior to the date of

termination (provided always that the Client will not be liable for any Reservations which have been cancelled in accordance with the Cancellation Terms).

## **6. Obligations of Sri Holidays**

- 6.1 All Reservations are subject to the Booking Terms.
- 6.2 If any Reservation cannot be honoured by Sri Holidays, Sri Holidays will offer the Client, for the affected Consumers, alternative accommodation of an equal classification, offering the same or equivalent facilities and/or location. Any difference in price between the Rate and the price for alternative accommodation will be paid by Sri Holidays. Should the alternatives suggested not be acceptable, the Client may receive a full refund of all monies paid for the Reservation in question. Subject to a request from the Client, Sri Holidays will investigate all reasonable requests for compensation. Following any such investigation, Sri Holidays may pay to the Client compensation reasonably payable for the affected Consumers under that Reservation (provided always that any compensation payment made by the Client to the Consumer is agreed with Sri Holidays in advance).
- 6.3 If Sri Holidays becomes aware, prior to a Consumer's departure from their country of residence, that the Reservation will not be available upon the Consumer's arrival at the Hotel, Sri Holidays agrees to notify the Client immediately and, wherever possible, at least 48 hours prior to the arrival date of the Consumer. Sri Holidays will endeavour to find alternative accommodation of equal standard and same room type.
- 6.4 If Sri Holidays is unable to fulfil a Reservation due to health and safety reasons following an assessment of the Hotel, Sri Holidays will not be responsible for additional costs incurred in relocating the Reservation to an alternative hotel.

## **7. Obligations of the Client**

In reselling Reservations the Client will:

- 7.1 Ensure that any contract for any Reservations incorporates a set of conditions which clearly set out a contract for the sale of the Reservation before the Client confirms any Reservation;
- 7.2 Comply, and ensure full compliance by any party to whom arrangements are sold, with all relevant local laws and regulations, including but not limited to:
  - 7.2.1 all local or national legislation enacted pursuant to the (now repealed) EU Council Directive 90/314 EEC and EU Council Directive 2015/2302 (including any requirement for the Client to arrange: its own appropriate and adequate financial protection for all arrangements which amount to a "package", pre-payments;

and repatriation). Sri Holidays accepts no liability or further responsibility whatsoever in relation to any such packaged Reservations;

- 7.2.2 any trade body of which the Client is at any time a member, insofar as they affect the Client's activities;
- 7.3 Not represent to any Consumer that Sri Holidays provides any financial protection for forward payments and/or repatriation in respect of any Reservation; and
- 7.4 Give accurate and complete descriptions of Reservations and not make any representations, verbally or in writing, which are inconsistent with those appearing on the Booking System or which are inconsistent with information previously given by Sri Holidays.

## **8. Taxes**

- 8.1 No additional amounts will be added to the Rate in respect of VAT.
- 8.2 The Rate excludes any city or local taxes or levies which are payable locally in respect of the Reservation, and further details are set out in the Booking Terms.

## **9. Complaints**

- 9.1 The handling of complaints made by Clients will be governed by the Operational and Complaints Procedures.
- 9.2 Each party expressly:
  - 9.2.1 acknowledges that it does not have any ability to bind the other party in relation to the handling of complaints; and
  - 9.2.2 undertakes not to do anything which would prejudice the other party's legal position.

## **10. Health and Safety**

- 10.1 Sri Holidays expects all hotels with whom it has direct contractual relations to meet all local and national requirements of their own country's safety laws in order to operate legally within their jurisdiction.
- 10.2 In addition, all such directly-contracted hotels are required to complete an online health and safety audit. These hotels are requested to complete a self-assessment questionnaire which covers the areas of fire, general safety, hygiene, and swimming pool safety. It is the hotel's responsibility to submit the questionnaire and Sri Holidays does not accept any liability if any such hotel fails to complete a questionnaire or completes it inaccurately.

- 10.3 In the event of a health & safety issue involving a Consumer, Sri Holidays will conduct an investigation in accordance with the Operational and Complaints Procedures.
- 10.4 Sri Holidays does not provide any warranties as to, nor does it accept liability in relation to:
- 10.4.1 a Hotel's suitability for the Consumer's purposes;
  - 10.4.2 a Hotel's facilities; or
  - 10.4.3 a Hotel's compliance with relevant health and safety legislation.

## **11. Set off**

Sri Holidays will be entitled to set off any liability of Sri Holidays and/or its Associated Companies to the Client against any liability of the Client to Sri Holidays and/or its Associated Companies, in either case whether the liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination. Sri Holidays may convert or exchange any currency for the purpose of exercising its right of set-off under this clause 11. Any exercise by Sri Holidays and/or its Associated Companies of its rights under this clause 11 will be without prejudice to any other rights or remedies available to Sri Holidays and/or its Associated Companies under this agreement or otherwise.

## **12. Insurance**

Throughout the period of this agreement Sri Holidays will take out and maintain a comprehensive insurance policy to cover:

- 12.1 all third party (public liability) risks, including but not limited to cover for death, personal injury and illness in respect of Consumers and employees, representatives and agents of the Client; and
- 12.2 damages, expenses, losses, fines, costs (including legal costs) and/or any other sums which the Client incurs or becomes responsible for as a direct result of any act(s), omission(s) and/or defaults(s) of Sri Holidays and/or as a result of any breach by Sri Holidays of this agreement.

## **13. Limitation of Sri Holidays' liability**

- 13.1 The following provisions of clause 13 set out the entire financial liability of Sri Holidays and its Associated Companies (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:
  - 13.1.1 any breach of this agreement; and
  - 13.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement.

- 13.2 All warranties, conditions and other terms implied by statute or common law (except the conditions implied by section 12 Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this agreement.
- 13.3 Nothing in this agreement excludes or limits the liability of Sri Holidays or its Associated Companies for:
- 13.3.1 death or personal injury caused by the negligence of Sri Holidays or its Associated Companies; or
  - 13.3.2 fraudulent misrepresentation
- 13.4 Subject to clauses 13.2 and 13.3:
- 13.4.1 the aggregate total liability of Sri Holidays and its Associated Companies in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement is limited to the higher of
    - 13.4.1.1 the Rate for paid or payable for the rooms which are the subject of the liability; and
  - 13.4.2 neither Sri Holidays nor its Associated Companies are liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for consequential compensation whatsoever and however caused which arise out of or in connection with this agreement.

#### **14. Client liability in case of fraud**

The Client will remain liable to Sri Holidays for any Reservations which it (or any of the Client's employees, agents or representatives) makes using the Client's access to the Booking System notwithstanding that such Reservations were a result of fraud (including, without limitation, where any employee, agent or representative is acting without the authority of the Client).

#### **15. Confidentiality**

Each party undertakes that it will not at any time during the term of this agreement use, divulge or communicate to any person (except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority) any information concerning the business or affairs of the other party or of any Associated Company (**Confidential Information**) which is not in the public domain and which by its nature should be treated as sensitive or confidential information may have or may in future come to its knowledge and each of the parties will use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

## **16. Data Protection**

Each party warrants that it will duly observe all its obligations under any relevant data protection and privacy legislation which arise in connection with this agreement.

## **17. Force Majeure**

Sri Holidays will not be liable for any failure to perform any of its obligations hereunder where it is unable to do so directly due to an event of "force majeure" which is beyond its reasonable control, including but not limited to fire, flood, earthquake or other natural disaster, nuclear disaster, riot, war, terrorist activity, governmental action or labour strike.

## **18. Entire agreement**

- 18.1 This agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement.
- 18.2 Each of the parties acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it will be for breach of contract under the terms of this agreement. Nothing in this clause will, however, operate to limit or exclude any liability for fraud.

## **19. Termination**

- 19.1 Either party may terminate this agreement with immediate effect at any time by notice in writing to the other party if:
- 19.1.1 the other party is in material or persistent breach of any other provisions of this agreement and the breach, if capable of remedy, has not been remedied within 30 days after receipt by the defaulting party of notice requiring the breach to be remedied; or
  - 19.1.2 if the other party suffers an Insolvency Event.
- 19.2 Subject to clause 20.4 below, the Client may terminate this agreement at any time on six months' written notice to Sri Holidays.
- 19.3 Sri Holidays may terminate this agreement at any time on one month's written notice to the Client.

## **20. Consequences of termination**

- 20.1 Except as provided in this agreement, following its termination, Sri Holidays will have no further obligation to the Client.
- 20.2 The following clauses will survive termination of this agreement and continue in full force and effect:  
  
Clauses 11, 12, 13, 14, 15, 16, 18, 20, 21, 22, 23 and 24
- 20.3 Subject to clause 20.4, termination of this agreement will not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.
- 20.4 Following service of notice under clause 19.1.1, 19.2 and 19.3 above, and/or the occurrence of an Insolvency Event under clause 19.1.2, Sri Holidays will be entitled to cancel any Reservations for which it has not received full payment from the Client.

## **21. Notices**

- 21.1 Any notice or other communication given under this agreement must be in writing (which for the purposes of this clause 21.1 includes email) and sent by recorded post, or transmitted by fax or email to the relevant party's address as set out on the front page of this agreement or to such other address or fax number or email address as either party may have last notified to the other.
- 21.2 A confirmatory copy of any notice transmitted by fax or email must also be delivered or sent by recorded post to the relevant party.
- 21.3 Any notice or other communication is deemed to have been duly given on the third Business Day following the date it was sent by post, or on the next Business Day following transmission by fax or email.

## **22. Third parties**

- 22.1 Sri Holidays' Associated Companies may enforce the terms of this agreement pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 22.2 Except as provided in clause 22.1 no person who is not a party to this agreement will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **23. Assignment and transfers**

The Client may not assign, sublicense, subcontract or otherwise transfer all or any part of this agreement without Sri Holidays' prior written consent.

## **24. General**

- 24.1 Neither party will be affected by any delay or failure in exercising or any partial exercising of his rights under this agreement unless he has signed an express written waiver or release.
- 24.2 If any provision of this agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:
  - 24.2.1 the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
  - 24.2.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.
- 24.3 Nothing in this agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between Sri Holidays and the Client. Neither party will have any authority to act as agent for, or to bind, the other in any way.
- 24.4 No variation or agreed termination of this agreement or of any document referred to in it will be effective unless it is in writing.
- 24.5 These terms and conditions (including all the Schedules), together with the Summary, set out the entire agreement and understanding between the parties in connection with the matters which are the subject of this agreement.
- 24.6 This agreement will be governed by the laws of Sri Lanka.
- 24.7 The parties hereby submit to the non-exclusive jurisdiction of the courts of Sri Lanka.

## Schedule 1 - Booking Terms

### 1. When making a Reservation

- 1.1 It is the Client's responsibility when making a Reservation to ensure the correct service, hotel and room type, dates and Consumers are reserved.
- 1.2 Access to Sri Holidays' Booking System is available to the Client for making legitimate Reservations only – not for speculative, false, dummy or fraudulent Reservations.
- 1.3 The Client must give Sri Holidays accurate information for all Consumers staying at a Hotel as part of any Reservation.
- 1.4 Accommodation and services provided are only for the use of Consumers shown on the Client invoice. It is prohibited for Consumers to sub-let, share or transfer any part of the Reservation to a third party other than that shown on the booking status advice.
- 1.5 Rates are confirmed at the time of booking. Any alternative rates Sri Holidays quote will be advised in writing and are subject to availability and reconfirmation at time of reservation. Any rates which are the result of an obvious error or omission will not be honoured but the Reservation may be retained at the correct rate if requested. If the Client suspects or becomes aware that a rate is incorrect, the Client must advise Sri Holidays in writing at the earliest opportunity.
- 1.6 Reservation requests must be sent by e-mail to the Reservations Contact as set out in Schedule 3 and set out in the following sequence: the Client's contact name, agency name, the Client's reference, city, hotel, arrival date, number of nights, number and type of rooms required, guest names and ages of all children.
- 1.7 Sri Holidays will not action any requests made over the telephone and will not honour any rates the Client claims Sri Holidays has given to the Client over the phone. Any alternative rates must be confirmed by Sri Holidays in writing.
- 1.8 On request Reservations are only confirmed subject to written confirmation from Sri Holidays in accordance with clause 5(**Confirmations**) below). If the Client does not receive this notification within 24 hours, the Client should check that Sri Holidays has received the Client's Reservation request, as without Sri Holidays' confirmation the Client cannot consider the Reservation (or any part of it) to be confirmed.

- 1.9 Amendments must be in the same sequence but preceded by the Sri Holidays reference number and followed by the Client's new requirements. Name amendments may not always be possible, and are subject to re-confirmation by the Hotel. Alternatively, the Client may be asked to 'cancel' and 'rebook' at prices and availability appropriate at the time.

## **2. Hotel Reservations**

- 2.1 As soon Sri Holidays confirms a Reservation then the Reservation has been made and Sri Holidays does not require a reconfirmation from the Client. It is the Client's responsibility to cancel this Reservation with Sri Holidays if it is not required. If services are not cancelled the Client will incur cancellation charges as set out under the Cancellation Terms.
- 2.2 Clients receive confirmations for all Reservations with a reference number; this must be used in all future correspondence.
- 2.3 In the event of duplicate Reservations made in error by the Client there may be charges for all identical confirmed Reservations. Sri Holidays will endeavour to minimise the charges but cannot guarantee to waive the charges.
- 2.4 Reservations must not be made with fictitious names for the Client to hold space. If the Client does not book with the correct names Sri Holidays reserves the right to cancel the Reservation and/or impose no show/cancellation charges.

## **3. Hotel categories and room types**

- 3.1 The Booking System performs a static upload of Reservation descriptions on a regular basis. Any incorrect information received from Hotels will be highlighted to the Client as soon as practicable.
- 3.2 Photographs and images can be an indicative and/or generic representation of the Hotel. In the case of room types it is important that the Client is aware of the exact room type booked. Sri Holidays makes reasonable efforts to ensure images used are indicative of the rooms being sold and are up to date; however, Sri Holidays cannot guarantee their accuracy. Photos are not necessarily the specific rooms allocated to Consumers and could be of different room types than that booked, e.g. standard, superior, deluxe etc.
- 3.3 Sri Holidays will endeavour to provide the room type(s) booked; however, there may be occasions when instead of a double-bedded room a twin may be allocated, or instead of a twin a double-bedded room may be allocated. Sri Holidays guarantees that the room will be suitable for the number of Consumers reserved.
- 3.4 Sri Holidays' reservations, marketing, sales, editorial and technical executives do everything in their power to ensure that all information contained on the Booking System is accurate and up-to-date. As much of

the information is supplied by Hotels (or other third party suppliers), Sri Holidays does not accept any liability for any errors which may occur. The Client's use of the Booking System indicates that the Client accepts this limitation of liability.

- 3.5 Sri Holidays is not responsible for providing information on the laws and immigration/visa requirements of any Country.
- 3.6 Sri Holidays welcomes news of any errors that the Client might find on the Booking System. Contact can be made via email to the Reservations Team.

*Star ratings and quality of accommodation*

- 3.7 Sri Holidays undertakes its own categorisation of Hotels, which represents its view as to relative quality. These may differ from those published.
- 3.8 Furthermore the application of star ratings may vary in quality from country to country and should not be relied upon alone to indicate the quality of the accommodation. The type and size of rooms provided by a Hotel (such as single, double) may also vary from country to country. It is up to the Client to independently check that the type of the accommodation and services provided by each Hotel meets a Consumer's needs. An example of each room type is outlined below and these are guidelines only:

<b>Twin room</b>	Accommodation for two adults in a room with two beds. Bed sizes for this room type may be two single beds or two double beds depending on the Hotel.
<b>Double room</b>	Accommodation for two adults in a room usually with one bed.
<b>Single room</b>	Accommodation for one adult in a room with one bed.
<b>Double/Twin room for sole use</b>	Accommodation for one adult in a room with one or two beds. This room type is suitable for accommodating one person only.
<b>Triple room</b>	Accommodation for three adults in a room with two or three beds. Bed sizes and arrangements may vary. A Triple room does not guarantee three separate beds. This may include a rollaway bed.
<b>Quad room</b>	Accommodation for four adults in a room with two, three or four beds. This may include rollaway beds. Arrangement of beds may vary considerably.
<b>Double/Twin + 1</b>	Twin or Double room (based on 2 full paying

<b>child</b>	Consumers) with an extra bed or rollaway suitable for a child – ages and rates as per details on the Booking System. In some hotels an extra bed for a child is not always guaranteed and the child may need to share the adult’s bed.
<b>Double/Twin + 2 children</b>	Twin or Double room with extra beds or rollaway beds suitable for children – ages and rates as per details on the Booking System. In some hotels an extra bed for a child is not always guaranteed and the child may need to share the adult’s bed.
<b>Dormitory Style</b>	This may consist of a bunk bed or single bed in a shared mixed gender dormitory.
<b>Cot/cradle or crib</b>	This service is on request and suitable for a child under the age of two years; a charge may be made locally by the hotel.

Specially adapted room facilities are subject to availability and should always be on request.

#### **4. Child policy**

- 4.1 Individual Hotel child policies and prices are provided by the Booking System (and may vary by Hotel).
- 4.2 Children must be booked with at least one accompanying adult, and unaccompanied minors travelling by themselves may not be permitted; as age limits differ by hotels and countries, the Client should check this before placing a booking for an unaccompanied person under 18.

#### **5. Confirmations**

- 5.1 It is the Client’s responsibility to check all details on Sri Holidays’ Reservation confirmations, amendments and cancellations.
- 5.2 Sri Holidays needs to be informed immediately of any errors, as it cannot guarantee to be able to make corrections at a later date.
- 5.3 Confirmations will be sent in writing from the Booking System. The Client must therefore provide a default email address (the Booking System only allows for one default contact address). If this is to be changed it is the Client’s responsibility to advise Sri Holidays immediately.

#### **6. Pricing**

- 6.1 All Rates:

- 6.1.1 are strictly confidential and must not be disclosed or used in negotiations with a Hotel or third party;
  - 6.1.2 are subject to change without notice as Sri Holidays operate a system of fluid pricing particularly during "Fair, Event and Peak" periods, unless agreed in writing with Sri Holidays management; and
  - 6.1.3 are per room per night and include government taxes (resort fees and city taxes will not be included and may be payable by the guest locally, directly to the hotel) and breakfast where indicated; and
  - 6.1.4 are provided in a range of national currencies.
- 6.2 Sri Holidays reserves the right to amend all rates quoted in the event of any changes in government taxes. Any such charges will affect new and existing bookings for passengers who have yet to stay at the Hotel or utilize the service booked.
- 6.3 An invoice will be raised for each booking and will be emailed to the Client unless an alternative method has been agreed (such as where the Client instead expressly requests a statement listing all bookings made via the Booking System).
- 6.4 Prices will be confirmed at time of reservation. These will override any previous prices quoted.

## **7. Transfers/Sightseeing/Attractions/Theatres**

Sri Holidays will advise the Client prior to booking of any specific terms relating to transfers, sightseeing, attractions, theatres or other special bookings.

## **8. Special requests**

Sri Holidays will pass on special requests to the relevant Hotel (or other third party supplier); however, these are not guaranteed and do not make up any part of the Reservation as detailed on the Client invoice or Consumer voucher.

## **9. Logins & Passwords**

- 9.1 All logins and passwords remain the property of Sri Holidays. They are strictly confidential and should only be given to members of staff who need access to the Booking System.
- 9.2 Sri Holidays reserves the right to periodically change logins and passwords. Sri Holidays recommends that the Client changes passwords upon the departure of any member of the Client's staff, or if the Client suspects fraudulent use of logins or passwords.
- 9.3 Upon Sri Holidays being alerted by the Client to, or otherwise discovering the existence of, any fraudulently made Reservation, Sri Holidays will

cancel the existing login and password and reissue a new login and password to the Client. If Sri Holidays has not been advised by the Client of known or suspected fraudulent activity and Reservations or cancellations are subsequently made using the Client's account, those Reservations and/or cancellations will be the Client's responsibility and the Client will be liable to Sri Holidays for any losses that Sri Holidays incurs as a result. The Client should direct queries to the Reservations Contact as set out in Schedule 3.

#### **10. IT Services**

The contact for technical and IT related issues is the IT Contact as set out in Schedule 3 or for API/XML issues the API Contact as set out in Schedule 3.

#### **11. Vouchers**

Vouchers issued for Reservations must include all the following information:

- 11.1 full name and address of the service supplier (details as per our Reservation confirmation);
- 11.2 dates, descriptions and specific requirements of the services provided (as applicable);
- 11.3 name(s) and number of Consumer(s). Names must read exactly the same as in the reservation;
- 11.4 Sri Holidays Reservation reference number;
- 11.5 Except in the case of XML bookings, where Schedule 5 applies: "This reservation is booked with and payable to Sri Holidays. In case of any emergency or problem with any service, the Client must contact Sri Holidays";
- 11.6 Relevant Sri Holidays brand 24/7 contact telephone numbers;
- 11.7 Consumers not able to submit a valid voucher may be required to pay the relevant retail price locally. It is the Consumer's responsibility to ensure that they are in possession of the voucher, and no liability is accepted by Sri Holidays for their failure to do so; and
- 11.8 the above information is integral to the booking process. Sri Holidays will not accept any liability for losses suffered as a result of the relevant information not being displayed on the Consumer voucher.

## **Schedule 2 - Cancellation Terms**

### **1. Cancellations and amendments**

- 1.1 Prior to the Client making a Reservation, Sri Holidays will advise the Client via the Booking System of the relevant cancellation policy (including the cancellation charge).
- 1.2 Amendments are only valid if received by Sri Holidays via the Booking System or in writing.
- 1.3 Cancellations are only valid if received by Sri Holidays via the Booking System or in writing.
- 1.4 Any cancellations or amendments that are made directly with the Hotel by the Client or the Consumers are not considered valid. The Client must make all cancellations or amendments and/or requests for early check-outs with Sri Holidays authorisation.
- 1.5 Cancellations must be made via the Booking System. If the Client is unable to cancel a Reservation via the Booking System, the Client must send an email to the Reservations Contact as set out in Schedule 3. The Client should ensure that when sending the Client's cancellation message it contains "CANCELLATION" and Sri Holidays Reservation reference written at the top of the page or subject field in the case of email.
- 1.6 The provisions of Part 4 of Schedule 3 apply in relation to test reservations.
- 1.7 Written notification of cancellation will be sent to the Client. If the Client does not receive this notification within 24 hours (Business Days) the Client should check that Sri Holidays has received the Client's cancellation request. Without Sri Holidays' confirmation the Client cannot consider any Reservation(or any part of it) as cancelled and charges will therefore apply.
- 1.8 In the event of a dispute, Sri Holidays will not accept any correspondence in which "Cancelled" has been written over the original request.
- 1.9 Amendments will not always be possible.
- 1.10 Reservations of seven nights or more may attract different cancellation and/or amendment policies. The Client must check the relevant cancellation or amendment policy at the time of making the Reservation.
- 1.11 Based on the definition of a Reservation, an amendment is either an extension or a reduction of the number of nights where the arrival date remains the same, or a change of name under a Reservation. Only these

will be undertaken by Sri Holidays' Reservations department. A reduction of the number of nights may not always be possible during fair/peak dates or due to a minimum stay rule.

- 1.12 Sri Holidays will consider a change of room type or an additional room required for an existing Reservation as a new Reservation. This is subject to the latest pricing and availability in the normal way. The Client must book or request this online as required.
- 1.13 Amendments made within the cancellation deadline may still attract charges.

## **2. No-shows and early check-outs**

- 2.1 If a Consumer does not utilise their Reservation, or a cancellation request is received after the check-in time, then a no-show charge will be applied and charged at the same rate as late cancellations. Sri Holidays will guarantee the Client's room for 24 hours from the normal check in time for the Hotel. Arrivals after this time will be subject to availability.
- 2.2 In the event of a no-show or early check-out, a charge of up to 100% of the entire cost of the Reservation may apply.

## **Schedule 3 - Operational and Complaints Procedures**

### **Part 1 - Complaints**

1. Sri Holidays does not accept any liability for complaints, but agrees to provide assistance on a goodwill basis.
2. The Client must notify Sri Holidays via the Reservations Contact as set out in Schedule 3 immediately in the event of any discrepancies on arrival. The Client's failure to inform Sri Holidays may affect future complaints or any compensation settlement.
3. Consumers should take up any issue with the Hotel directly whilst they are still at the Hotel, to give them the opportunity to resolve the problem. If the Consumer has done this and not received a satisfactory resolution to the problem, the Client should contact Sri Holidays. If an offer is made by the Hotel where Sri Holidays is required to resolve the issue later, the Consumer will need to provide proof of this in writing endorsed by the Hotel.
4. Sri Holidays would like to have the opportunity of helping to resolve any problems Consumers may have at the time an incident occurs rather than satisfying any disappointments upon their return home.
5. If a satisfactory solution cannot be found the Client should contact the Reservations Contact as set out in Schedule 3 and Sri Holidays will endeavour to assist.
6. Sri Holidays strongly advise in the case of any query or issue locally that the Client contacts Sri Holidays' 24/7 Service Contact as set out in Schedule 3. This service is operated 365 days a year.
7. Once the Consumer has returned home from their trip, any complaints must be sent by the Client in writing with all relevant correspondence to the Customer Care Contact as set out in Schedule 3 within ONE calendar month after the return date of the Consumer. Since Sri Holidays cannot acknowledge the receipt of all complaints, the Client must check with Sri Holidays to confirm its complaint has been received. Sri Holidays will then liaise with the Hotel.
8. It is the Sri Holidays policy to acknowledge receipt of complaints within two Business Days, and to investigate all complaints and to respond within 15 Business Days of receipt from the Client. Sri Holidays will do its utmost to ensure the cause of the complaint does not re-occur and to keep the relevant departments informed within Sri Holidays in order to take relevant action.

9. Failure to comply with these complaint's procedures may affect the Consumer's right to compensation from the Hotel.
10. Client should provide all relevant details (including, where applicable, photographs) when submitting complaints.
11. The Consumer will be responsible for all charges in the event of a voluntary change of hotel for which Sri Holidays has not provided prior written approval.

## **Part 2 - Payment**

1. The Client payment type and terms are subject to one of the following as agreed:
  - 1.1 credit;
  - 1.2 pre-payment; and
  - 1.3 any deposit or bank guarantee which may be required by Sri Holidays.
2. All payments made to Sri Holidays must be accompanied by a remittance advice clearly listing the Client account code, invoice numbers, booking references and amount being paid per invoice. Any invoice not being paid in full or part thereof must be queried by the Client within 14 days of the date on which the invoice was issued (for pre-payment only Reservations, all queries/disputes must be made seven days prior to travel). A full explanation stating the reason for the underpayment and documentary evidence to support the Client claim must be sent.
3. Should the Client have a dispute with a particular invoice, this is not sufficient reason to delay or withhold payment of any undisputed invoices. Failure to settle undisputed invoices may affect future Reservations.
4. All payments made by credit card will be subject to a 2% charge (AMEX 2.5%). Sri Holidays does not accept Diners or Visa Electron. The Client accepts that in the case of credit card charge backs from the cardholder or credit card company, the Client is fully responsible and liable for the entire amount due to Sri Holidays (notwithstanding whether Client or Consumer credit card details have been used for payment).
5. All bank charges and costs of transmitting payment must be borne by the Client, including intermediary bank charges where applied. Sri Holidays will only cover charges made by its own bank, HSBC. The Client must pay all invoices in the same currency specified in the relevant invoice.
6. Payments must be made to the bank accounts according to the relevant currency and specified on the Sri Holidays invoice.

## **Part 3 - Contact Information**

1. Registered Business Address:

Sri Holidays Travel Services Private Limited

203, K.C.De Silvapura , Baseline Road, Thibirigaskatuwa, Negombo - Sri Lanka

Switchboard Telephone: +94 (0) 94 31 222 4747
2. Specific Contacts

2.1 **Reservations Contact**

Tel: +94(0)76 139 7509

2.2 **24/7 Service Contact**

Tel: +94(0) 77 98 100 98

2.3 **Accounts Receivable Contact**

Tel: +94(0) 77 386 6315

2.4 **Groups Contact**

Tel: +94(0) 76 139 7500

**Part 4 - Test Reservations**

1. Sri Holidays understands the need for Clients to make test Reservations from time to time. Before doing so, the Client must contact Sri Holidays' technical support team for details of test facilities on the Booking System, and the policies that apply to use of the same.
2. The Client must not, under any circumstances, make test Reservations where such Reservation cannot be amended or is non-refundable. It is the responsibility of the Client to cancel any test Reservations. The Client will be liable for any costs that Sri Holidays incurs as a consequence of its failure to comply with this clause.

## **Schedule 4 - Online Groups**

1. For any group of 10 (ten) or more Consumers booked online, specific terms and conditions may apply for amendment and cancellation. The Client should check with Sri Holidays' Reservations Contact or Groups Contact as set out in Schedule 3. Reservations over 10 Consumers for the same Hotel and the same dates made under different reference numbers may constitute a group Reservation therefore different cancellation policies and rates may apply. For group bookings of 10 or more Consumers made online, the Client should, before confirming the Reservation with any Consumer or other customer, ensure reconfirmation from Sri Holidays' Groups Contact as set out in Schedule 3, along with any amended or specific terms and conditions that Sri Holidays may notify to the Client.
2. All Reservations for less than 10 (ten) Consumers will be dealt with as standard bookings only.
3. If any amended or specific terms and conditions apply for Group bookings, Sri Holidays will advise the Client on reconfirming any Reservation.