

TFG Booking Conditions

The Fabulous Getaway (TFG) is a duly registered Destination Management Company based in 140/A Vauxhall Street, Colombo 02, Sri Lanka.

Acceptance of Booking Conditions:

Applicable Booking Terms and Conditions for your booking are those that were in force on the date shown on your Travel Voucher. Booking Terms and Conditions are devised for the protection of all parties and may be subject to change without warning at our own discretion. The latest Booking Terms and Conditions are displayed on our websites. Our holidays trade under Sri Lankan Laws. "We" or "the company" in these booking conditions refers to the company responsible for your booking contract (see above).

Confirming Your Booking:

In the case of all bookings, your booking will be confirmed by the issue of a Travel Voucher. Payment of deposit confirms that you have read and accept our booking conditions. If you fail to meet the payment deadlines stated on the Travel Voucher, we reserve the right to cancel your booking and will inform you of this.

Making Payments:

Bookings should be paid either by:

- (i) Bank transfer to our accounts in United Arab Emirates

- (a) Payments made in GBP:

Bank name: Emirates NBD, M Floor , Abu Bakr Al Siddiq Road Deira , Dubai - PO Box 777

Name of Account: THE FABULOUS GETAWAY INTERNATIONAL FZCO

Account Number: 0515818506703 **BIC Code:**EBILAEADXXX

IBAN: AE330260000515818506703

- (b) Payments in USD:

Bank name: Emirates NBD, M Floor , Abu Bakr Al Siddiq Road Deira , Dubai - PO Box 777

Name of Account: THE FABULOUS GETAWAY INTERNATIONAL FZCO

Account Number: 0515818506702 **BIC Code:**EBILAEADXXX

IBAN: AE600260000515818506702

- (c) Payments in EURO:

Bank name: Emirates NBD, M Floor , Abu Bakr Al Siddiq Road Deira , Dubai - PO Box 777

Name of Account: THE FABULOUS GETAWAY INTERNATIONAL FZCO

Account Number:0515818506704 **BIC Code:**EBILAEADXXX

IBAN: AE060260000515818506704

Payment Schedules & Terms:

- (i) Upon receipt of Travel Voucher: 30 per cent of cost.
- (ii) 30 days before the date of your first booking with us: 100 per cent of cost.

Notes:

- (i) Payments are required within three days, except where circumstances dictate that we request otherwise.
- (ii) Suppliers may demand stricter payment terms on some bookings. These occasions will always be advised to you before booking and stated on your Travel Voucher.
- (iii) Our prices include all applicable taxes. Frequent fluctuations in the Sri Lankan government tax policy may mean that applicable taxes can change suddenly without prior notice (see **Price Guarantee**)
- (iv) Customers must pay all bank charges in the case of a bank transfer. Failure to do so will invalidate your bookings and will bring further charges to cover bank charges.
- (v) There will be no additional postage fees, booking fees or other hidden charges.
- (vi) Late payments risk cancellation.

Cancellation by Us:

We are committed to high levels of professionalism to protect your booking. But we reserve the right to cancel your booking in any incidence of Force Majeure (see clause below). In this event, we will return all recoverable costs and, wherever possible, offer an alternative booking of comparable type and quality for your consideration. We cannot be held liable for any incidental expenses that you may incur during arrangements for a booking that is subsequently cancelled by us.

Cancellation by You:

In event of cancellation, in whole or part, we voluntarily return all recoverable costs, above and beyond the limits laid down in our Booking Conditions. In the case of cancelled tailor-made itineraries, we reserve the right to levy additional admin costs of up to 8 per cent of total booking cost when calculating recoverable costs. We do not normally refund for early checkouts or no-shows. To cancel a booking you must immediately notify your Account Manager and / or Sales Consultant by email, quoting the client's reference number. The

cancellation is timed from 09:00 on the next working day to enable us to contact Suppliers. In the event of a group cancellation (by the tour leader), we will hold each individual equally liable for cancellation costs. Total cancellation charges on your booking will not exceed these maximum levels:

- After payment of deposit (if applicable): Up to 100 per cent of deposit.
- Six weeks before the date of your first booking with us: Up to 60 per cent of booking cost.
- 30 days before the date of your first booking with us: Up to 100 per cent of booking cost.
- You should ensure your client's travel insurance policy covers you for refunds.

Cancellation by You Due to Unavoidable and Extraordinary Circumstances

- Your personal safety is our prime concern. If, and only if the appropriate government body officially advises - after your booking has been made - against all but essential travel to the place of destination stated on your itinerary we will recognise your right to cancel your confirmed holiday before departure without paying a cancellation charge because of unavoidable and extraordinary circumstances occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or which significantly affects transport arrangements to the destination. This clause will become active if your holiday is imminent which in this case is defined as less than 14 days before your first booking with us.
- We will not be liable to pay you any compensation and your refund may be subject to bank charges. We may offer you the alternative of an appropriate credit note to reinstate your holiday at any time in the following 12 months. We accept no responsibility in the case of non-packages, or for any independent arrangements you may have made that do not form part of our contract, or if you have failed to take out travel insurance as stipulated in our Booking Conditions. This clause overrides other cancellation clauses.

Cancellation by You During the Covid-19 crisis – FlexiBook terms

Special FlexiBook terms during the Covid-19 crisis may also offer additional customer protection. Any booking, or part booking, that your Travel Voucher clearly states is covered by FlexiBook, will automatically qualify for a 100% refund if you cancel that booking at least seven days before travel for any reason. Your refund may be subject to bank charges. If FlexiBook terms are not stated on your Travel Voucher, normal Booking Conditions apply.

Itinerary Changes Made by Us:

We are committed to high levels of professionalism to protect your client's booking as it is shown on the Travel Voucher. Adjustments will only be made in unavoidable or overriding circumstances. All efforts would be made to ensure that these adjustments are in the spirit of the original itinerary and would be discussed with you. If exceptional circumstances (e.g. overbooking of hotel) demand an emergency change of accommodation while you are on holiday, we will refund your client appropriately if the replacement hotel is cheaper and pay any additional transfer costs.

Itinerary Changes Requested by You:

We aim to offer flexible itineraries. Once an itinerary is finalised, requests for changes to a group or individual itinerary will always be considered, but they may incur cancellation/additional charges.

Information Provided by You

All information you provide should be true and accurate. We will treat it confidentially and will only use your personal information for purposes outlined in our Privacy Policy, as detailed on our website. We may need to disclose your personal information to other members of our corporate family and to third parties, including, but not limited to, hotels, accommodation providers, transport providers, experience and activity providers and governmental agencies; for purposes including but not limited to, contacting you, facilitating the planning or execution of your holiday, trip, tour or services, complying with legal obligations, improving your experience and facilitating our marketing activities. We do not share your personal information with third parties for their marketing purposes. We have a strict anti-fraud policy and take responsible steps to protect personal information such as credit card details.

Information Provided by Us:

We will use all reasonable endeavours to ensure that information provided is free from errors and omissions and will correct any errors or omissions once notified. We cannot, however, be held responsible for misinformation that a reasonable person could not have expected us to know. Our opinions are our own. Whilst we rigorously strive for accuracy, these opinions are necessarily subjective to some degree. Occasionally, temporary local circumstances – for example, emergency maintenance work, power cuts or off- season closure – can make advertised facilities unavailable.

Behaviour:

We expect reasonable behaviour at all times. If, in the considered opinion of our representatives or suppliers, your client's behaviour could cause danger to yourself or others, damage or persistent offence (including racism), they will be informed of the fact, and their booking may be terminated without compensation. They may also be held responsible for wilful damage.

Customer Care and Complaints Procedure:

We are fully committed to high levels of customer care at all stages of your holiday. This includes solving any problems at source to the benefit and contentment of all parties. Any complaints must be pursued as soon as possible with the supplier of the service (e.g. hotel manager) and our customer care department. If matters are not satisfactorily resolved, you must notify us within 24 hours, by e-mail, in a further effort to rectify the situation amicably. We reserve the right to refuse any liability or compensation if this arbitration procedure is not strictly adhered to.

Flight Times and Other Essentials:

Check your flight times on receipt of your tickets carefully. Minor adjustments to flight times may be made by the airline after the issue of our Travel Voucher. We do not accept responsibility for these. You should also ensure that your travel documents, passports, visas, driving licence, insurance details and moneys are in order.

Force Majeure:

We cannot accept responsibility for Force Majeure – defined in these booking conditions as any specific event which we, as the supplier of the services, could not reasonably have foreseen, influenced or avoided. These include war, or threat of war, riots, civil strife, terrorism, contamination, epidemics/pandemics, extreme or unusual weather conditions, volcanic eruptions, industrial disputes, changes to sports itineraries, natural and nuclear disasters, fire, flight cancellations or rescheduling by airlines or any similar event beyond our control.

Independent Travel:

In the event of an itinerary only part-booked by the company, we cannot be held responsible for the failure of any component of the holiday for which we do not have direct responsibility. This includes any difficulty in finding accommodation, or collecting train tickets purchased by us, if customers choose to book accommodation-only deals and arrange their own transport.

Disabilities, medical conditions, allergies or dietary preferences:

It is essential that you advise us before your booking is confirmed whether you have any disability, medical condition or allergy which may affect your holiday or compromise your safety, or any special requirements as a result of any disability, medical condition or allergy so that we can jointly address the suitability of the proposed booking. Please also inform us of any dietary preferences.

Travel Insurance:

Every holidaymaker must possess valid travel insurance. Individuals must ensure that this travel insurance offers acceptable cover for the type of holiday undertaken. We strongly advise to obtain a travel insurance and we reserve the right to refuse travel for all those inadequately insured.

Inoculations:

All tourists are strongly advised to check with their own medical advisers at least a month before travel on recommended inoculations and to take other medical advice where their own health record suggests it is necessary.

Minor Policy:

We are committed to safe travel. As such, we do not normally make arrangements for unaccompanied minors under 18 years old. At our discretion, we may be able to assist with transporting a minor of 16 or older (not less) from a parent or legal guardian to another person. Such transport will only be made in Sri Lanka and will require appropriate documentation, including signed letters from a parent or legal guardian and the appointed recipient, approving transport. In such situations, one of our customer care team may be nominated to accompany the minor.

Nature of Overseas Travel:

Delays, moments of discomfort and risk can naturally occur in all travel in the tropics; insects in rooms are common. A booking with us is an implicit acceptance of these facts. Clients are advised to take sensible precautions at all time, and familiarise themselves with up-to-date information from independent and reliable sources.

Negligence and Breach of Contract:

We take our responsibilities under the terms of the Booking Contract seriously. But we will only accept liability for any incidents that arise as a direct result of our proven negligence, or that of our suppliers, in failing to comply with local regulations or standards, in respect of arrangements forming part of your package holiday itinerary, as legally defined in the Sri Lankan law. This includes injury, illness, trauma or death. 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. Note: We do not accept liability for the negligence of our suppliers in the case of accommodation-only bookings where you have chosen not to utilise our holiday package service.

Furthermore, we will not be responsible for any injury, illness, trauma, financial or possession loss, damage, or claim of any description whatsoever which results from any of the following:

- The fault of the person(s) affected or any member(s) of their party or
- The fault of a third party not directly connected with the provision of your holiday which we could not have predicted or avoided or
- An event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided after taking all reasonable care
- An event which is outside the scope of the stated holiday itinerary.
- An event that can be classified as Force Majeure (see above)

Personal Loss, Injury and Illness (Unconnected with Arrangements Made by Us):

Should your client, or any member of their group, suffer loss (such as baggage or valuables), serious illness, personal injury or death during their holiday, we, or our stated representatives, will provide sympathetic advice and guidance at our/their discretion.

Price Guarantee

We guarantee that your holiday will not be subjected to surcharges, except where our costs rise because of (i) flight levies or (ii) changes in Government policy with regard to tax rates or fees. These costs will be explained in full. We will not surcharge for exchange-rate fluctuations. In the unlikely event that we are forced to propose a price increase of more than 8% of the total price, you are entitled to cancel without paying a termination fee.

Shopping:

We never, under any circumstances, recommends or guarantees the value or the quality of any additional product not clearly itemised on the Travel Voucher and which may be purchased during an itinerary arranged in part or whole by the company, even in the case where the product may have been discussed between a client and an employee, chauffeur or representative of the company. Determining the value of a product is entirely the client's responsibility. We have no duty to intervene in such circumstances.

Security Deposit (Villa Bookings Only):

A security deposit may be required by some villas upon arrival and paid directly to the villa supplier. The deposit will be used as security for any damages and/or additional charges incurred during your stay, as determined by the agent after reasonable advice. This amount, subject to any deductions, will be returned following your date of departure. We would advise you of this.

Sports Tours (Playing And Watching):

Travel insurance on a sports playing tour must cover the playing of matches. On playing tours arranged by us, all reasonable efforts will be made at all stages of planning to ensure that designated matches run smoothly, that conditions are acceptable and that opponents are of a satisfactory and comparable standard. In the event of a side cancelling a fixture, at whatever stage, all efforts will be made to provide a suitable replacement. But we cannot be held responsible for the postponement of matches due to inclement weather, or the failure of opponents to raise a side. Groundsmanship is an unpredictable art and the character of pitches cannot be predicted with certainty. Sport is unpredictable and a well-balanced contest cannot be guaranteed.

In the case of spectator tours, all arrangements of matches are outside our control and we cannot be held responsible for changes in itineraries, including cancellations. However, we will seek to be responsive to all such instances, in line with our commitment on Recoverable Costs (see Cancellation By Us above). Cricket tours generally run during months of lightest rainfall, although it is an unavoidable fact of cricket that rain-affected matches are possible at any time of year.