

General conditions of sale Olalalanka (Pvt) Ltd, 47 / 35A, White house, Unapandura Mawatha, 11534 KATANA North

Phone: +94 312 242 466 Email: contact@olalalanka.com

Olalalanka is a destination management company (DMC) that primarily focuses on organizing tours for people who wish to visit Sri Lanka.

Any registration for one of our trips implies unreserved acceptance of these conditions of sale.

If you have special requests (food, medical or other) you must inform us at the time of booking so that we can pass them on to our service providers. We cannot guarantee that your needs will be met and cannot be held responsible for them.

After acceptance of the quotation , a booking confirmation is returned by Olalalanka to the customer by email. It includes the following elements: The description of the trip, The services included and not included, The invoice for the total amount of the trip, The bank details, The possible payment terms, The amount of the deposit to be paid, and conditions of sale .

1. Your reservation

Booking details must be completed personally by the traveler or by a person 18 years of age or above on behalf of a group who is authorized by individual members (the "Client") of the group to contract on their behalf.

Olalalanka will confirm the services requested by the Customer upon receipt of the booking details. Please note that for legal reasons, the contract will become effective when you have made a reservation, paid your deposit, or other related charges. Despite our best efforts and given that some services come from third-party providers, it is not possible to confirm certain services quickly (for example when a hotel is only available on request). In the event that a provisional confirmation has been issued, the contract will only become effective after confirmation of the reservation of said services.

The Client is responsible for verifying the details of the booking confirmation and the invoice and must inform Olalalanka immediately of any inaccurate information relating thereto.

2. Payment

At the time of booking, you will be asked to pay:

- either the full amount of the trip
- either a deposit of 50% of the price of the trip, the balance to be paid either in cash on the day of arrival (euro, US dollar, Canadian dollar, pound sterling, Swiss franc) or at least 30 days before the start of the stay by transfer to one of our bank accounts.

On request, it will be possible to stagger the payments after acceptance by Olalalanka.

If the amount due is not paid within these deadlines, your reservation will be considered canceled by you and you will be required to pay our cancellation fees and those of the service providers (see cancellation fees below) .

Sometimes, (and depending on the nature of the booking), we will ask you for a deposit exceeding the usual 50% because in certain circumstances our service providers will ask for larger deposits or even full payment in advance (e.g. for Christmas and New Year bookings or other very popular events). In any event, notwithstanding anything to the contrary contained herein or in any other reservation document, Olalalanka is not bound by any service obligation until receipt of full payment of the invoice. Receipt of payment will be confirmed to you by email before the start of your trip.

3. Cancellation and modification conditions and costs

Change of itinerary or date by the customer

If the customer wishes to change the date or the nature of the services after confirmation of the reservation, he must make a request to Olalalanka who will endeavor to organize these changes. All additional costs generated by these changes will be borne by the customer. Any refusal to pay the amount of this adjustment will be considered a cancellation of the trip for which cancellation fees are applied.

Cancellation by the customer:

If the customer is obliged to cancel his trip, he must inform Olalalanka by any written means allowing an acknowledgment of receipt, as soon as the event giving rise to this cancellation occurs. Olalalanka uses the writing issue date as the cancellation date for billing cancellation fees.

Cancellation of one or more people in a group:

In the event of the cancellation of one or more travelers, the trip price is recalculated based on the number of remaining participants. Any refusal by the remaining registered traveler (s) to pay the amount of this adjustment will be considered a cancellation of the trip for which the cancellation fee is applied.

Itinerary changes and cancellation by Olalalanka.

Olalalanka reserves the right to make changes in the organization of the trip at any time. Most of these changes could depend on the arrival time of the flight and the delays experienced by the airline at Colombo Airport. Olalalanka undertakes to inform the Client as soon as possible of these changes. In any circumstance, Olalalanka accepts no responsibility for any charges or costs that the customer may incur due to a change which Olalalanka is not able to avoid. Sometimes it is very difficult to obtain train tickets, in which case Olalalanka reserves the right to cancel the service free of charge.

Cancellation fees.

The customer may cancel their trip at any time using the same email address as the one used when confirming the reservation. This cancellation must be notified in writing to Olalalanka by the person who signed the booking form.

Cancellation fees will be calculated as below:

- More than 30 days before departure, the sums paid as a deposit will be fully refunded to the customer, less the booking fees (150 €) and the reservation costs already incurred and for which the refund is subject to the conditions of sale of the provider.
- From 7 to 30 days before departure, any cancellation results in the withholding of 10% of the total amount of the trip. The remainder due is fully refunded to the customer after deduction of

administrative costs (150 €) and reservation costs already incurred and for which reimbursement is subject to the service provider's conditions of sale.

- Less than 7 days before departure, any cancellation will result in the withholding of 20% of the total amount of the trip. The remainder due is fully refunded to the customer after deduction of administrative costs (150 €) and reservation costs already incurred and for which reimbursement is subject to the service provider's conditions of sale.

Note that the vast majority of hotels and service providers charge 100% of the price for cancellation and / or modification fees.

- Failure to show up on the day of departure for any reason whatsoever does not entitle Olalalanka to any refund.

- Any trip interrupted or shortened by the participant for any reason whatsoever, does not give rise to any reimbursement from Olalalanka.

Refunds

Any refund procedure takes a maximum of one month, bank charges are the responsibility of the customer.

4. Insurance

Olalalanka does not offer travel insurance and strongly encourages travelers to take out repatriation assistance (and mountain rescue for hiking trips or sea rescue for diving trips). Olalalanka undertakes to provide all necessary assistance to the customer with his insurance if the latter is unable to contact him and provide him with all invoices for any costs incurred, you will be asked:

The name of the insurance company and the number to contact in case of emergency,

The insured number,

Names of people to contact in case of emergency.

Olalalanka cannot be held responsible for any financial loss or any costs related to physical or other injuries (theft, loss, etc.). The same is true for fines, penalties, and damages, as well as any act of war, terrorism or sabotage.

Olalalanka also recommends that customers purchase travel insurance with trip cancellation coverage. You must have 100% coverage for your trip and make sure that all activities that you perform are covered by this insurance. This insurance must include cancellation insurance adequate for the value of your trip, emergency evacuations and repatriation costs for all of your activities. In response to public concerns, some insurers offer specific insurance against cancellation, delay and abandonment of travel due to volcanic ash disturbance, etc. These insurances can be purchased in addition to certain insurance policies. travel or as stand-alone coverage.

5. Price revision methods

All our prices are subject to change depending on the availability of accommodation from our service providers.

All quotes offered by Olalalanka are valid for 10 days. Any quote not confirmed within 10 days may be readjusted and any accommodation proposal may be modified depending on availability. The customer is asked to quickly confirm his estimate in order to allow Olalalanka to ensure the maintenance of the price indicated on the estimate and the availability of accommodation with our service providers.

Olalalanka may make upward adjustments, without the possibility of cancellation without charge on the part of the client in the exceptional case of a variation of more than 5% of the variations of the exchange rate between the American dollar (USD) or the euro (€) and Sri Lankan rupee (LKR), Olalalanka reserves the right to readjust the price of the trip, even after the balance has been paid by the client, up to 30 days before his arrival. Olalalanka sends an additional invoice for the amount owed by the customer. Any refusal to pay this price adjustment is considered a cancellation for which the cancellation fees are applied.

6. On-site assistance

The traveler benefits from on-site assistance 7 days a week, 24 hours a day, in French, at the telephone number which will be communicated to them upon arrival.

7. Liability

The responsibility of Olalalanka can not be sought nor any compensation due, in the event that a change is due to circumstances beyond our control, including (without limitation) strikes, lockouts or any other social action; union disputes; force majeure; war ; riot; civil unrest; intentional damage; compliance with law, government regulation or order, accident; inability to use any means of public or private transport or any government or regulatory authority act; accident ; plant and machinery breakdown or accidental shutdown; fire ; flood or storm; other adverse weather conditions affecting any airport port or any other means of transport, embarkation or disembarkation point and their operation; flight delays; various air traffic control issues (including failure of hardware, systems and software); seat ; acts of terrorism; security and precautionary alerts or measures taken by police or security alerts or precautionary measures taken.

The Customer hereby expressly acknowledges that all facilities, services made available and / or recommended by Olalalanka and used by the Customer will be at the risk of the Customer and that Olalalanka will not be liable in this regard for any damage or injury to the Customer. It is your responsibility to ensure the validity of your passport (valid 6 months after the return date) and that of all the people traveling with you, that you obtain the appropriate visas, the required vaccinations and that the formalities immigration requirements will be met.

You must ensure that any pre-existing medical conditions or disabilities which may require assistance will be reported before booking your trip, or if they are recently diagnosed, that they are reported without delay prior to the date of departure so that we can pass these on. details to our external service providers in good time. We are not responsible if a carrier denies you or any member of your party as a passenger as a result of any illness or disability. The Customer is responsible for the consequences of illnesses or accidents and must pay for any medical costs, hospitals, ambulances, special transport and associated services. It is your responsibility to have adequate medical insurance covering all of these eventualities.

you are responsible for your own behavior and that of the people in your group. Olalalanka and its service providers reserve the right to refuse your booking and to cancel any transport, accommodation or other activities that are part of your trip if you or a member of your party are drunk or under the influence of alcohol or drugs, you and / or any member of your group behave in an offensive manner, if you are or if we have reason to believe that you are in possession of illegal drugs and substances, if you or a member of your group behaves violently, brutally, dangerously or acts irresponsibly or in any way that presents a risk to others or causes harm or embarrassment to others. No reimbursement or compensation will be granted for costs and expenses incurred in such a case.

You may be the subject of police or security investigation measures and be held responsible in the event that an offense is committed, you will then be subject to criminal proceedings and penalties whether at the boarding airport or in any other country having jurisdiction over the alleged activity.

You should fully cooperate and follow all safety procedures and instructions given by any organization dealing with the conduct of your activities during your stay. Olalalanka will not be held responsible for any accidents and injuries that the client may suffer during these activities. Customers take responsibility for their own behavior and will reimburse Olalalanka or its suppliers for any damage caused by the Customer's negligent or reckless conduct or due to circumstances attributable to the customer.

Despite our best efforts to make your trip as smooth as possible, problems can arise. If you experience any difficulties that cannot be resolved quickly by the hotel, lodge or camp and / or any location you are staying at that has been booked by Olalalanka, please contact (if applicable) our representatives. local. In the event that they are not reachable, please contact us on our 24 hour emergency number (+ 94 777 888 459). Remember that we will not be able to provide you with any support

8. Service providers

Even if the contract is concluded with Olalalanka, all services, unless otherwise indicated, are provided by third party service providers (Hotels, coach services, car rental, tours, excursions, activities and à la carte services ...) and that despite all due diligence by Olalalanka to ensure that these services are safe, Olalalanka cannot assume responsibility for services performed by third parties and beyond its control. Olalalanka contracts only as a "travel agent".

In particular, the Customer is informed that insofar as Olalalanka has no control over the operations, equipment or personnel of these service providers, Olalalanka cannot be held liable for any damage to persons, property or other losses, accidents, delays, inconveniences or irregularities that may be caused either due to

Any wrongful act, negligence, unauthorized or omission on the part of the providers,

Any wrongful act, negligence, unauthorized or omission on the part of the employees of the providers,

Any defect or failure of any vehicle, equipment or instrument owned, operated or used by these service providers,

Any unlawful act, negligence or omission of any other party not falling under the supervision and control, direct or indirect, of Olalalanka.

All reservations are subject to the terms and conditions and limitations of liability imposed by the service providers.

9. Complaints

Any complaint must be addressed to Olalalanka by contact@olalalanka.com or Olalalanka (Pvt) Ltd, 47 / 35A, White house, Unapandura Mawatha, 11534 KATANA North, by registered letter with supporting documents within 15 days at the latest. after returning from the trip.

The contract between the two parties is subject to the law in force in Sri Lanka and no amicable solution has been found, any dispute will be resolved exclusively by the application of Sri Lankan law and before the competent Sri Lankan courts. and Olalalanka's liability may never assign a sum greater than the amount settled for the contract subject to the dispute.

If the customer wishes to make a complaint regarding hotel services, the relevant provider (for example the hotelier) must be informed immediately or as soon as possible (in any case no later than within 24 hours) of the occurrence of the incident giving rise to the complaint. If the provider cannot resolve the complaint Olalalanka must be informed in writing within 24 hours with the reference of the initial reservation and all relevant information.

The Client acknowledges that any problem can only be resolved if Olalalanka and its service providers are informed immediately or as it arises Olalalanka regrets that it cannot be held responsible for any complaint or claim not notified in accordance with this clause.

Any dispute arising between Olalalanka and the client concerning any claim that remains unresolved for more than sixty-six days must be submitted to arbitration by a sole arbitrator in accordance with the ICC (International Chamber of Commerce) arbitration rules. The language of the arbitration will be English and the seat of the arbitration will be Colombo, Sri Lanka.

10. Personal data

1 Confidentiality and protection of personal information.

Olalalanka takes the protection of your privacy very seriously, The trust you place in our Company is our main asset, your personal information will never be resold to a third party. In order to provide you with the expected services and to allow you to benefit from a personalized service, we may have to ask you questions about your points of interest, your preferences and ask you to tell us what you would like to see. included in your stay or in the proposed package. You agree that we may obtain, retain, link, merge and use the information collected (including personal information) for the purpose of providing our services, ancillary services and for internal business purposes to you. These include (without limitation):

The personalization of your visits to the site and the development of the design and rendering of the site in order to improve our services; information about the latest changes to our website, products, services or promotional offers that may be of interest to you; communication (and the personalization of that communication) with you and from reputable and trustworthy third parties; inform you of your success in participating in contests or promotions; compilation of customer comments; use for market research purposes; prevent the posting of illegal, offensive or objectionable comments on our sites; allow third parties to perform statistical, technical, logistical or other function analysis on our behalf, including determining behavioral preferences in order to manage online advertising; use for strategic development purposes; for any purpose provided for by law or regulations; use for accounting purposes.

We reserve the right to access and disclose personal information in order to comply with applicable laws and requests from legitimate authorities, in order to ensure the proper functioning of our systems or in order to protect our interests and those of our other users.

2 Editing your information.

In case of modification of your personal information or if you no longer wish to receive a newsletter or services to which you have subscribed, or in the event of additional questions, please send your request by email to contact@olalalanka.com, mentioning the relevant details.

11. Copyright

All content found on www.olalalanka.com is owned by Olalalanka and should not be used without the consent of the owner. This applies to the layout of this site and associated websites, to the trademarks, to the written content of this document. Any infringement will be liable to prosecution as prescribed by the Digital Millennium Copyright Act, (" DMCA " ACT) of 1998. By using this site, you accept this privacy policy and by providing your personal data, you consent to the use, processing, storage, transfer and disclosure of the information and data referred to in the terms and conditions and policy

The Olalalanka.com website aims to provide information about the company, its products and the necessary links to specific external sites. Use of this system for purposes other than those for which it was designed is prohibited.