

Terms & Conditions

Payment Policy

All services provided by D TOURS SRI LSNKA (DTSL) are subject to the following terms and conditions

“Services” refers to any one or more of the following; (a) Transport (b) Accommodation (c) Other tourist services.

1. Your booking.

1. Booking details must be completed personally by the traveller or by one person on behalf of a group who is deemed authorised by individual members (the “Client”) of the Group to contract on their behalf.
2. DTSL will confirm the arrangements requested by the Client through web bookings as soon as reasonably possible upon receipt of the Booking details. Please note that for legal purpose, the contract comes into existence when a confirmation invoice has been issued by DTSL for service rendered by DTSL or on behalf of the relevant suppliers). Despite its best efforts, as services are obtained from third party suppliers, it may not be possible to confirm certain arrangements at once (e.g. when a hotel is only available on request). Where so specified the legal contract for the services concerned will be formed once DTSL have specifically confirmed those services have been booked even if a previous interim confirmation has been issued.
3. The Client is responsible for checking the details of the confirmation invoice and should give immediate notice of any corrections thereto.

2. Your Contract.

1. This contract and all services provided by DTSL are exclusively governed by Sri Lankan law.
2. The Client acknowledges that although the Contract is with DTSL, unless otherwise specified, all services are provided by third party service provider (eg hotels, bus operations, tours) and that whilst every effort has been made by DTSL to ensure that such services are safe, it is unable to accept responsibility for third party services out of its control. DTSL contracts as named agent only.
3. The Client specifically acknowledges that all arrangements made by DTSL for hotel accommodation, sightseeing tours and services, entertainment, transportation by air, railroad, motor bus, automobile, or boat, DTSL acts only in the capacity of an agent for the domestic airlines, hotels, and other suppliers for the Services described in the tour arrangements.
4. In particular the Client acknowledges that because DTSL maintains no management control over the personnel, equipment, or operations of these Services suppliers, DTSL cannot assume responsibility for and be held liable for any personal injury, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of (1) any wrongful, negligent, or unauthorized acts or

omissions on the part of any of the suppliers, (2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of any of these suppliers, (3) any defect in or failure of any vehicle, equipment, or instrument owned, operated or otherwise used by any of these suppliers, or (4) any wrongful or negligent acts or omissions on the part of any other party not under the supervision and control, direct or otherwise, of DTSL.

5. The relevant suppliers' terms and conditions will be available on the relevant voucher or can be obtained from the supplier

3. Payment

1. Except where expressly specified by DTSL in writing, payment in full for all Services will be processed upon confirmation of arrangements. In any event, notwithstanding anything to the contrary contained herein or in any other booking document DTSL is under no obligation to provide any Services until payment in full has been received therefor as specified in the payment confirmation page or as instructed in the confirmation email prior commencement of the tour. DTSL reserves the right to cancel the tour, and/or apply cancellation charges if payment is not made within the said period.

4. The cost of the Tour

1. The cost of Services may increase after confirmation if there have been increases in the costs at supplier level.
2. However, every effort shall be made by DTSL to limit price increases only to increase transportation costs (e.g. fuel, scheduled airfares and any other domestic airline surcharge which are part of the contract between domestic airlines (and their agents) and the tour operator or organiser) or in dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or because of adverse exchange rate variations after confirmation of the booking.
3. All increases in prices are payable by the dates stated in Clause 3 above or by the dates specified on the notice of increase, whichever is the later.

5. Amendments to the Itinerary by the Passenger

1. After confirmation, if the Client wishes to change the dates or nature of Services, an application to do so may be made on the DTSL website and DTSL shall endeavour to accommodate such changes at the least cost to the Client. The Client shall be responsible for all extra costs of such change.
2. No credits or refunds for unused services shall be given if the Client fails to avail him/herself of the confirmed tour arrangements.

6. Cancellation by the Passenger

1. Any Client may cancel the tour arrangements at any time via online channels or by using the same email address that was used for confirmation. Written notification from the

person who signed the booking form must be received by DTSL for such cancellation. The Client would have been advised of the cancellation policy at the time of confirmation any cancellation changes may apply

7. Changes to the Itinerary by DTSL

1. DTSL reserve the right to make occasional changes at any time. Most of these changes may relate to flight timings and carriers. DTSL undertakes to inform the Client at the earliest opportunity of such changes. DTSL cannot under any circumstances accept any responsibility for any expenses or costs the Client may incur as a result of a change which is beyond its reasonable control.

8. Complaints.

1. If the Client has a complaint regarding hotel services the relevant supplier (e.g. the hotelier) should be informed immediately or as soon as possible (in any event no later than 24 hours) of the occurrence of the event giving rise to the complaint. If the supplier cannot resolve the complaint DTSL must be informed in writing within forty eight (48) hours with the original booking reference and all relevant information.
2. The Client acknowledges that problems can only be resolved if DTSL and service providers are made aware immediately as and when they occur. DTSL regrets that it cannot accept liability in relation to any complaint or claim which is not notified in accordance with this clause.
3. Any disputes arising between DTSL and the passenger in respect of any complaints remaining unresolved for more than thirty (30) days shall be referred to arbitration by a single arbitrator in accordance with the ICC Rules for Arbitration. The Language of the Arbitration shall be English and the place of Arbitration shall be Colombo, Sri Lanka.

9. DTSL's liability

1. DTSL's liability in all cases shall be limited to a maximum of the price of the particular service concerned (excluding insurance policies and amendment charges) of the person (s) affected in total.

10. Passengers Responsibility

1. The Client is responsible for consequences of illness and/or accidents and must pay possible expenses to doctors, hospitals, ambulances and special transports. It is his/her responsibility to have adequate medical insurance for such eventualities.
2. DTSL also recommends that Clients obtain travel insurance with full cancellation cover.
3. Clients shall be responsible for ensuring that all visa, immigration and health requirements are fulfilled.
4. Clients hereby expressly acknowledge that all facilities, services made available and/or recommended by DTSL and utilised by the Client shall be at the Client's risk and that

DTSL shall not be responsible for any damage or injury to the Client in this regard unless caused by the negligence of DTSL.

5. The Clients take responsibility for their own behavior and will reimburse DTSL or its suppliers any damage caused by negligent or reckless behavior by the Client or due to circumstances within the Clients control.

11. Support Companies Worldwide

1. DTSL is supported by certain affiliated companies who provide certain support services to DTSL, including in some instances, limited customer care support (“Support Companies”). These Support Companies do not provide an online reservations service and they do not own, control, host, manage or maintain the DTSL website (or any other website). DTSL is domiciled only at its registered office in Sri Lanka and not at the offices of any Support Company around the world. The Support Companies are not authorized to act as DTSL’s process or service agents, and customers will also not be able to make a reservation in or through any of these offices.

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