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Notwithstanding anything to the contrary in this agreement, the liability of Lakpura Travels (Pvt) Ltd., shall in no event exceed, in the aggregate, Sri Lankan Rupees Ten Thousand Only.

Acknowledgement

The disclaimer and limited liability of Lakpura Travels (Pvt) Ltd., as set out in this agreement are fundamental elements of the basis of the bargaining between you and Lakpura Travels (Pvt) Ltd., and you agree that Lakpura Travels (Pvt) Ltd., would not otherwise be able to offer the products and services on its present basis without such limitations. This clause shall survive any termination of this agreement.

Responsibilities of Lakpura Travels (Pvt) Ltd

Lakpura Travels (Pvt) Ltd., also called 'Lakpura Travels' the ' Destination based Tour Operator', or 'Tour Operator' acts only as an agent for the persons or companies providing accommodation or other services, also called 'Service providers' or 'Suppliers' and Lakpura Travels (Pvt) Ltd., issues all coupons, vouchers, tickets or other documents on the Service Providers' terms & conditions.

You acknowledge that neither Lakpura Travels (Pvt) Ltd., nor its subsidiaries, affiliated companies, servants or agents shall be responsible or become liable in contract or tort for any injury, damage, loss, delay to person or property, additional expenses or inconvenience caused directly or indirectly by any Service Provider or by "force majeure" or other events beyond Lakpura Travels (Pvt) Ltd.,' control, including, but not limited to war, terrorism, civil disturbance, pilferage, delays, severe weather, Acts of God, Acts of Government, accidents to or failure of machinery, equipment, vehicles or industrial disputes.

Lakpura Travels (Pvt) Ltd., shall not be liable for, or responsible to any Tour Participant in the event of dissatisfaction with the standard of service or accommodation provided by any Service Provider or be liable or responsible for any disappointment, distress or lack of enjoyment arising from any act or omission whatsoever.

Under no circumstances is Lakpura Travels (Pvt) Ltd., to be construed as a carrier under contract for safe carriage of you or your baggage and belongings.

Insurance

You agree that it is your responsibility to take a holiday insurance policy (these could be organized in the respective country, prior to commencement of travel).

Rates

All rates are quoted in United States Dollars, or in equivalent currency. The rates include Value Added Tax (VAT) (12%), Nation Building Tax (NBT) (3%), Tourism Development Levy (TDL) (1%) and service charge of (10%) where applicable. Rates are per person, sharing twin/ double basis for package tours (a supplement for single room is applicable), per person basis for excursions, Ayurveda packages & transfers; per room, per night basis in case of hotel reservations booked individually other than a packaged stay. Rates do not include International airfare.

Rates are based on current rates of exchange and are subject to change without prior notice due to fluctuations of exchange rates and increase in taxes. Published rates therefore may vary and are guaranteed only at the time of booking.

Due to currency regulations in Sri Lanka, credit card charges cannot be made in foreign currency. Lakpura Travels (Pvt) Ltd., will therefore apply the daily exchange rate on the day of your payment and convert our guaranteed rate of United States Dollars to Sri Lankan Rupees. Your credit card company may however charge your account with the daily exchange rate applicable on account date.

Lakpura Travels (Pvt) Ltd., cannot be held accountable for any differences due to different exchange rates applied by different financial institutions and/ or different dates. Refunds for price fluctuations are not possible since our charge is based on the exchange rate applicable on the day of payment.

Included in tour price

Accommodation is provided as described in each tour plan. Accommodation is usually in a shared twin-bed room with a supplementary charge for single occupancy. Tour participants should note that, some of our nature & adventure trips include traveling to remote or undeveloped outstation destinations, hotel accommodation of International tourist standard may not exist & facilities are rudimentary. Sleeping huts & tents are simple & often lack Western-style toilets or bathing facilities. In such places, tour participants will be provided with the best available facilities.

The package price may include meals as specified in each tour programme. All included meal arrangements are simple such as set menu meals or packaged lunch.

Air-conditioned transportation is provided for most trips, Explorer! trips are usually done with the windows open. Services of an English speaking guide driver, inclusive of his subsistence will be provided for parties up to 7 persons. Services of a Guide lecturer will provided for parties of 8 persons and above. This is subject to vary from tour to tour.

Our Independent and self-Navigated tours include a limit on the mileage and time that could be utilized for each tour. Any excess mileage and/ or extra time utilized has to be paid to the chauffeur/ guide at end of each day.

Not included in Tour price

Airfare, Airport taxes, airport transfers (unless indicated in individual tour descriptions), cost of visas or other documentation, personal holiday insurance, laundry, liquor, excess baggage charges, tips, personal or baggage insurance, telephone or communication charges or any item of a personal nature.

Child Policy

Children between 2 and 6 years are given a discount of 80% of the per person, adult rate, while children between 7 to 12 years old are given 70% discount of the per person adult rate on transfers, excursions, and package tours provided they share room with two adults.

A maximum of two children per party are granted such discounts. Children who require their own rooms are charged as adults.

Tour Membership

By paying for & obtaining services for a transfer, excursion, or package tour, you the tour participant automatically become a 'member' enjoying the benefits of the particular product or service.

The Tour Manager/ leader/ interpreter may, at his or her discretion, require you to withdraw from any tour or activity, if the Tour Manager/ leader/ interpreter deems your conduct offensive or a nuisance to other tour participants, behave in a manner disrespectful to the local culture & customs, causes destruction to local flora & fauna and/or engage in conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate the law of the country.

Lakpura Travels (Pvt) Ltd., shall have no liability to any tour participant required to withdraw from any tour.

Due to the somewhat strenuous nature of some active/adventure programs, it requires that you be reasonably fit, & thus some tours may be unsuitable for children & the elderly. Some trips like canoeing & rafting may require your ability to swim. These requirements will be indicated with each tour.

Reservations & Changes

All products & services offered on this web site are subject to availability and acceptance, at the discretion of the supplier of such product or service. In the event a product or service booked by you is not available, Lakpura Travels (Pvt) Ltd shall use its reasonable endeavors to suggest an alternative product or service of similar pricing and quality.

Where the product or service is either not available or our suggested alternative (where applicable) is not acceptable to you but is fully paid, we shall make a refund in accordance with our refund policy.

If you fail to accept our suggested alternative product or service by the specified deadline, we reserve the right to cancel our tentative booking of the same.

Payment

Payment could be made by an on line or off line method acceptable to Lakpura Travels (Pvt) Ltd. Pre-payment required in full, 30 days prior to arrival. Some trips could be booked by paying an advance deposit of 30%. Those tours that could be booked by paying an advance deposit of 30% will be indicated separately. The balance 70% must be paid in USD cash or credit card acceptable to Lakpura Travels (Pvt) Ltd., on landing in Sri Lanka or prior to commencement of tour.

All fees, interest or bank charges in arranging Tele-transfer, wire transfer, bank draft or other money transfer method through a financial institution must be borne by you.

In the event of 'No Show' the tour participant will be held responsible for payment computed at the equivalent for full length of stay.

Force Majeure

Due to the nature of some tours featured, changes may occur, without notice to the stated content or schedule of itineraries. Such changes are due to seasonal weather conditions or local operational limitations beyond the contractors' control.

Lakpura Travels (Pvt) Ltd., reserves the right to cancel the whole or any part of a tour at any time as a whole or any part of a tour at any time as a result of force majeure or for reasons outside Lakpura Travels (Pvt) Ltd., control, including but not limited to the failure of any third party to perform.

Lakpura Travels (Pvt) Ltd., shall not be liable for damages of any kind arising out of any failure or delay by Lakpura Travels (Pvt) Ltd., in performing any or all of our obligations contained herein or in respect of any product or service if the failure or delay is due to circumstances or cause beyond our reasonable control.

Links to third parties

This web site may contain hyperlinks to web sites operated by parties other than Lakpura Travels (Pvt) Ltd.,. The inclusion of hyperlinks to such web sites does not imply Lakpura's endorsement of such web sites nor any association with their operators. Lakpura Travels (Pvt) Ltd., is not responsible for the contents of other web sites

Insurance

It is strongly recommended that you take out a holiday and health insurance policy (these could be organized in the respective country, prior to commencement of travel).

Smoking

Smoking is strictly prohibited in the vehicle & within Nature Reserves. However, regular comfort stops are made on traveling days during tour.

Cancellation, No Show and Refund Policy

Cancellation must be in writing and sent by you/your travel agent who made the booking. Cancellations take effect from the date the written notice is received. No refund in full or in part will be given for unutilized services in the package(s) once you commence using the product or service.

- (1) Up to 30 days before the Check-In-Date – Fixed processing fee of USD 30.00 and the balance will be refunded. In case of a refund to be made via an international bank transfer, all bank fees to be borne by the guest. A refund to the credit card is subject to above processing fee only.
- (2) Less than 30 days and in case of “No Show” – No refunds.
- (3) No refunds will be entertained under whatsoever condition once the guest arrives in Sri Lanka.
- (4) We reserve the right to cancel your holiday because of unforeseen circumstances.

Shopping

Lakpura Travels (Pvt) Ltd., does not endorse any shops nor do we have any association with their operators. Lakpura Travels (Pvt) Ltd., do not accept any responsibility for quality, value, reliability or authenticity of any goods that you may purchase while on tour, nor is Lakpura Travels (Pvt) Ltd., liable in any way whatsoever for any arrangement you may make to post, courier, and freight or ship such purchases.

Indemnity

You shall indemnify and keep Lakpura Travels (Pvt) Ltd., indemnified against all claims, demands, actions, proceedings made or brought against Lakpura Travels (Pvt) Ltd., arising from the use of this web site and/ or any breach of any term or condition by you.

Relationship between the parties

No joint venture, partnership, employment or agency relationship exists between you and Lakpura Travels (Pvt) Ltd., as a result of this agreement or your use of this web site.

Variations

No person, other than a director, or an officer of Lakpura Travels (Pvt) Ltd., authorized in writing, may vary, add or waive any term or condition in this document set forth in the proceeding provisions. Lakpura Travels (Pvt) Ltd., reserves the right to vary these terms of use.

Governing Law & Arbitration

This contract, regardless of where it is performed, shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. All disputes and contradictions appeared as a result or due to the present Contract shall be settled by negotiations between Lakpura Travels (Pvt) Ltd., and yourself.

In case of impossibility to settle contradictions you submit to the non-exclusive jurisdiction of the Commercial High Court of Western Province in Sri Lanka or any other Court in Sri Lanka that will have jurisdiction to hear and determine matters where the cause of action arises out of a commercial transaction in the judicial district of Colombo without any restriction. The decision arrived in such a court shall be final and binding for both parties.