



# Summer 2007 Terms and Conditions

## Before you book

### Choosing your holiday

We hope that the holiday will live up to the expectations so it is very important that you/travel agent choose the right holiday for you. We are happy to advise, this can only be an opinion. If you/travel agent are unsure about the suitability of a Holiday etc., you must seek supplementary information which can be obtained from libraries, tourist offices, internet etc.

### Hotel gradings

We sort hotels as Simple, Mid Class, Luxury & Super Luxury to give a general guide. However, standards can vary between hotels of the same class in different Cities (and in same city) & Countries. For example city hotels which often cater for business as well as leisure travellers may well have generally higher standards than a beach resort hotel where the whole atmosphere will tend to be more relaxed. It is important to read carefully the individual hotel descriptions if available with us or from other sources before you travel. Accommodation in all hotels, whatever the rating, is in standard rooms unless otherwise stated. Unless some rooms are specified.

**Please refer to Utilized resort Chart.**

### Single rooms

it is very unfair that single travellers often have to pay over the probability for a room, often up to twice the price each person in a twin room might have to pay. However note that the standard and location of single rooms is not always as good as that of twin/double rooms even when you pay the single supplement. On safari, excursions and touring holiday's single rooms cannot always be guaranteed.

### Triple/Quad rooms

A third or fourth person sharing a room either shares existing beds or has an extra bed (which may be of camp bed style) placed in a double/twin room. Conditions may be overcrowded.

### Booking a room for early arrival or late departure

Usually hotel rooms will be available between approximately 12.00 pm and 3 pm, and are to be vacated between 10 am and 12.00 pm, irrespective of your arrival or departure times, unless we have stated otherwise. **Should you wish your room to be ready prior to noon on your day of arrival or available after 10 am for an afternoon or evening departure**, it is possible to reserve the room at the time of booking at a extra cost.

### Room upgrade/honeymoon/anniversary offers

When the offer of a room upgrade is mentioned, it is not necessarily an upgrade to the next best featured in our Contract, but usually an upgrade to the next category of room (not suite) available within the hotel. We will of course do everything possible to arrange this, but it is not always possible to guarantee the provision of a double bed for honeymoon couples.

### All Inclusive and hotels for couples

Hotels often place restrictions on restaurants and meal arrangements. All Inclusive does not necessarily mean that unlimited food and beverages are available 24 hours a day.

### Health, Safety and Security

We take the safety and security of our clients extremely seriously. If the Foreign Office advises that people should not visit the country, then we would act on this and reserve the right to cancel your holiday. However we are sure you appreciate from press and television coverage that the political, economic and social conditions in the countries we feature in this information sheet are not as stable as you are used to in Europe. Sadly crimes against both people and their property are a fact of life the world over, and when in a foreign country it is very important to be extra vigilant and avoid drawing attention to yourself by wearing expensive jewellery, carrying expensive camera equipment etc. Travellers have the same responsibility for their personal safety and that of their possessions, as they do at home. To make the most of your trip abroad we recommend that you check out the Foreign Office in your country.

### Children on holiday

**Offers are subject to availability of triple or quad rooms.** Any charge for a baby cot in the room to be paid by the Client direct to the hotel unless otherwise specified. Generally it is only possible to Accommodate 01 Child per Double /Twin room unless on the Chosen City/Country there are Quads/Family rooms available. In Each hotel the child Policy varies and our calculations are up-to date with our reservation system.

Children Will be booked on the same meal plan as for parents. Children will be considered as between age 2-12 years at the time of your Ending date on Journey.



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Eco Holidays are Not Recommended for children as it can be tiring and exhilarating. However if you think the Child is FIT enough to Survive the Route then it will at your own Risk, they are no Child Discounts for Children and they will be always given an Adult price.

For Golf Tours at some resorts they are no Child Discounts and will be charged the same adult rate. However if you do have a child travelling with you we would be happy to help you to recommend a suitable place with a child discount of the Hotel Classification you wish. (if Possible & Available)

### **Holiday Seasons**

Most of the Holidays we feature are available all year round. Some do have quieter 'off peak' periods when you can take advantage of uncrowded beaches and more personal attention from hotel staff at excellent prices. At this time it may be necessary for hotels to level down the size of some of their facilities, such as restaurants, to match demand. Similarly, during peak periods hotels experience full occupancy which may result in a livelier atmosphere and slower service in busier facilities.

### **Public holidays**

Almost all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays such as Ramadan, which affects many Maldives, may result in a reduction of facilities and entertainment. Others are somewhat chaotic but great fun to be a part of. We suggest that you take this into consideration when selecting your departure date.

Ramadan 04 November 2006 approximately for one month

Sinhala + Tamil New Year (Sri Lanka) 12-13 April

The appropriate Tourist Offices are happy to supply more detailed information or you may wish to refer to the Internet.

### **Other hotel guests**

Many hotels, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an arrival of groups such as students, associations or clubs. The hotels we feature are shared with guests from many countries with different cultures and customs. We do not have any control over the acceptance of bookings at the hotels we feature other than our own. We are therefore unable to accept responsibility for any limitation of facilities due to such groups or inconvenience that their activities may cause you.

### **Meals**

Holidays which include main meals generally commence with dinner on the day of arrival at your hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. No refunds on meals not taken can be given. In some cases you may find the cost of the meal cheaper locally, however we regret that it will not be possible to refund the difference either during or after your holiday.

### **Supplements**

If **High Season Supplements** are mentioned and if you are travelling between two high season supplements (crash) we are bound to charge the highest to avoid any extra cost be paid by us. This may be unfair from your end. So we advise you to choose the **travel dates** in a favorable way for you.

### **Special requests**

Where special requests ie. Diet, room location, a particular facility at a hotel etc. are an important factor in the choice of holiday; you must advise us when the booking is made. We are happy to pass your request on to the hotel but cannot guarantee that it will be accommodated.

### **If you are disabled**

we are happy to give you advice and to assist you in choosing a holiday that will meet your requirements. However, because of the nature of Holidays, many lack even the simplest facilities such as ramps for wheelchairs, lifts etc. Therefore in order to assist we must at the time of booking be provided with full details in writing regarding your disability and any special requirements as a result of this.

### **Excursion/Meal packages**

The cost of any unused excursion /Meal packages may not be refunded.

### **Weather World**

Weather is becoming more unpredictable and volatile and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions. For more details on the temperature and rainfall in our destinations, please see the weather section of the relevant country/city.



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## Booking & paying for your holiday

### Your commitment to us

#### Payments & Bank details

Any person or company **who do not have a contract or credit facility** are to pay as per the pro forma invoice to our below mentioned bank account. All the invoices should be settled on or before due date or within the agreed credit period. If there is any Discrepancy on our invoice it should be brought forward to our notice within 3 days of receipt. If Invoices are Not settled as per contract the holiday taken will be terminated and will be subject to cancellation policy.

So Pay in time to avoid confusions and cancellations. Only when full holiday money is received your holiday will be processed. If not will be subject to cancellation fee and refunds will be accordingly.

When you sign the booking form you are confirming that you **understand and have accepted** our Important Holiday Information which forms our booking conditions. You are also accepting that the terms of Important Holiday Information booking conditions form the basis of any contract between Paragon Holidays (PVT) LTD. and yourself, which is subject to the Sri Lankan law and the exclusive jurisdiction of the Sri Lankan Courts.

When booking your holiday, if you wish to make a modification to a holiday shown in the information sheet we will try to assist. Should you wish to change to an alternative featured hotel, excursion, meal or room plan this will be charged accordingly, as long as Paragon holds the space required.

### Our commitment to you

Your contract is with Paragon Holidays (Pvt) LTD. We will arrange to provide you with the various services which form part of the holiday you book with us. Before your booking is confirmed and a contract comes into existence we reserve the right to increase or decrease information sheet prices. This could only happen when there are Huge surcharges. If the amount is manageable we will Hold on to the quoted price. However bear in mind all are suppliers needs to be confirmed from us to confirm your holiday.

So if you are interested please confirm your Holiday as soon as possible.

### Peak season supplements

During peak periods such as Christmas, Easter & New Year etc..their will additional supplements, depending on which resort/ hotel you would end up the respective night, The cost of these supplements will be quoted to you at the time of booking/inquiry.

### Paying for your holiday

After your booking is taken and a **deposit**, a balance invoice will be sent to you detailing the total cost due. Full payment is due not less than 30 days before Arrival/Commencement. If you do not pay in full 30 days before arrival, we reserve the right to cancel your booking, and cancellation charges will apply.

(see above: Payment & bank Details)

If you make a holiday booking within 30 days of your arrival/commencement date then you must pay the full cost of the holiday at the booking stage.

For some Holidays these Cancellation policies do not apply. They area stated along with the respective holiday package.

## Paragon Price Guarantee

The price includes:

- The services of Paragon appointed local agents with English speaking staff in most of the areas featured in this information sheet.
- Accommodation and sightseeing as specified in the itinerary.
- Meals as shown on hotel and tour itinerary.
- Government taxes and compulsory service charges.
- Transfers from airport/hotels and vice versa unless otherwise stated on the appropriate sheet.

### NOT INCLUDED

- Porterage, Tips, any government taxes or compulsory charges introduced after making of this information Sheet.



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## If you want to change or cancel your holiday

### Change or addition to your holiday

If you want to change any part of your holiday arrangements **after the invoice has been issued**, we will do our best to make the change, but it may not be possible, (only Land wise we will try. Air and Water transport Holidays are most of the times subject to full Cancellations).

Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an administration charge of US\$ 20 per booking, and payment of any further costs (extra cost) incurred as a result of the change.

### Changing your Resort/Excursion/Room or Meal Plan Whilst on Holiday

In most cases it is Not Possible to make such changes, However if it is possible we would assist you in making such changes (only Land wise), But this would not change the original invoice cost but it will be subject to an administration charge of US\$ 30 per booking, and payment of any further costs (extra cost) incurred as a result of the change.

### Transferring bookings

If any person named on a booking is prevented from travelling as a result of illness, the death of a close relative, jury service or significant reason, we agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the package, subject to both persons accepting liability for the full payment of the holiday cost and any additional costs arising from the transfer. This will also be subject to our suppliers eg. hotels approval. We must be given at least 21 days notice of the transfer request. An administration charge will be made of US\$ 40 per person for requests made more than 21 days before arrival, and US\$ 80 per person within 21 days before arrival.

### Cancelling your holiday

If you or anyone on your holiday booking decides to cancel the holiday we must be notified of the decision in writing. The cancellation will take effect from the day the written confirmation is received. The following scale of charges will be payable depending on when the notification of cancellation is received.

Prior to 30 days: deposit forfeited (10%)

30– 21: 40% of total holiday cost will be charged by us

21 – 14: 60% of total holiday cost will be charged by us

13 – 7: 80% of total holiday cost will be charged by us

Less than 7 days: 100% of total holiday cost will be charged by us

We would strongly recommend that you take out full insurance, which will in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees.

## If we have to change or cancel your holiday

### Accuracy

We carefully check the information given in our information sheets about accommodation, resorts, itineraries etc. Therefore changes may be made to the particulars on this. In these circumstances we will notify you of changes before you book. However, please bear in mind that hoteliers, restaurateurs, night club owners etc., may wish to maintain or improve their facilities, or even take a break themselves. Tour, excursion or safari itineraries may change as a result of local conditions. Circumstances such as these, or weather conditions, time of year etc., may cause some of the amenities we have described to be unavailable or different from those advertised in our information sheet. If we are told of any significant or long term changes we will always try to advise you prior to your arrival.

### Building and Development Work

Many hotels and resorts are continuing to develop, sometimes rapidly and intensively and often with little or no advance warning. Whilst we have no control over such work, as a responsible Tour Operator, it is important to us that you are aware of any significant building/ refurbishment work that may be going on during your stay. General refurbishment at hotels is necessary to maintain standards but if we are informed of such work, we will try to notify you of any activity as soon as possible, however near to your arrival this may be.



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### **If we change your holiday before your departure**

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking. We plan arrangements in advance of your holiday using independent suppliers such as airlines, hotels etc., over whom we have no direct control. It is the cases, that on occasion's changes do have to be made, and we reserve the right to make these. Most of these changes are minor.

However, if we consider them a SIGNIFICANT CHANGE we will try to advise you or your Travel Agent as soon as reasonably possible if there is time. We consider a SIGNIFICANT CHANGE to be one where there has been a change of resort, a change of accommodation to that of a lower category and/or price, a change of flight time of more than 12 hours, and a change of departure airport. In the case of your being advised of a SIGNIFICANT CHANGE before your departure we will provide you with three alternatives:

1. Accept the alternative offered (at additional cost if applicable).
2. Purchase another available holiday from us.
3. Cancel your holiday with a full refund of all monies paid.

### **Changes due to circumstances beyond our control**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your holiday as a result of situations outside our control which neither we nor our suppliers could foresee or forestall even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, terrorist activity.

### **If we change your holiday accommodation**

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation is not available. If this happens before your arrival or on arrival in resort we will try to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available we will refund the difference of the information sheet price between the accommodation booked and that available, and will pay **US\$ 10 per person for any inconvenience.**

### **If we cancel your holiday**

We reserve the right in any circumstances to cancel your holiday for any reason. However we will not cancel your holiday within 30 days of departure unless it is for a reason outside our control (see changes due to circumstances beyond our control). If we have to cancel your holiday we will offer you:-

1. An alternative holiday of equivalent or of very closely similar standard and price, if available, or
2. Travel arrangements of a lower standard and a refund of the difference in price; or
3. A full refund of all monies paid.

## **On Holiday**

### **Water/Electricity Supplies**

In many of the less sophisticated Holiday destinations we feature, the water and electricity services struggle to keep up with the increased demands from tourism. Limited rainfall can put further pressure on their provision. Hotels do everything possible to maintain full services. However, occasional power cuts and/or water restrictions may be experienced.

### **Accommodation in the Tropics**

Accommodation in the tropics. In many hotels, especially beach resorts 'insects' in the rooms (ie. cockroaches etc) are almost inevitable. It should by no means be taken as a sign of dirtiness, simply a fact of life in these destinations. Views from some hotel rooms may be partly obscured by palm trees and other vegetation that can grow very quickly in tropical climates.

### **Watersports and Other Activities**

Many hotels offer watersports and other sporting activities, in some cases these may be free of charge. Please note that in the interest of your personal safety, the operators of these activities may require that you demonstrate your competence (for example a swimming test) prior to commencement and reserve the right to refuse participation for any reason if they feel this may compromise your or another guest's safety.



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### **Behaviour**

Most people go on holiday for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behaviour is causing danger, damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation would be paid.

### **Lost Property**

If you lose any personal items whilst on holiday, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return.

### **If you have a complaint while you are on holiday**

If you have cause for complaint whilst on holiday, you must bring it to the attention of our Duty officer, local representative or Our office and the hotel immediately. They will do their best to resolve the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return to our agent abroad. If you do not raise concerns immediately, this may affect our ability to investigate and take remedial action and it may impact on the way your complaint is dealt with.

### **Paragon Duty Officer**

Paragon operates a 24 hour emergency duty officer system, and the contact number for this will be provided with your itinerary.

### **Conservation**

It is becoming ever more important to conserve the world's natural resources, its landscapes, flora and fauna. Someone coined the phrase "Take only photographs; leave only footprints" and a number of countries now use this to promote conservation. It would be hard to improve on this statement.

### **Our commitment to you for your holiday arrangements**

a) The air holidays and flights in this brochure are IATA Protected, since we hold an Air Travel organiser's Licence.

We do not accept responsibility if any death, personal injury or failure of your holiday arrangements is not caused by any **fault of ours, or our agents or suppliers, and is caused by you or someone not connected with your holiday arrangements.**

We do not accept responsibility if the death, personal injury or failure of your holiday arrangements, **is due to unforeseen circumstances which, even with all due care, we, or our agents or suppliers could not have anticipated or avoided.**

### **Curtailement**

In the event that you cut short your holiday and return home early, we regret that we are unable to offer you any refund for the remainder of your holiday not completed, or assist with any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.



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### **On Return From Your Holiday**

#### **Questionnaire**

We are committed to improving the standard of our holidays and it is only with the help of your feedback that we will be able to achieve our aim. We would therefore appreciate it if you would spend a few moments to complete and return the questionnaire, which you will find in your document wallet. Please fill in the Questionnaire and Pass it through the Driver (in an Envelop) or hand it over to the Office or Duty officer. Paragon Holidays Pvt Limited, 20 A, Poruthota Road, Ethukala, Negombo, Sri Lanka. (email address [info@paragonholidays.com](mailto:info@paragonholidays.com)) would also welcome and act upon any comments you would like to pass on to us.

#### **Dealing with complaints**

We certainly hope that we can settle any holiday complaints amicably.

#### **Our commitment to you for personal injury claims (unconnected with arrangements made by us)**

Should you or any member of your party suffer illness, personal injury or death through any misadventure during your holiday arising out of an activity which does not form part of your holiday arrangements provided by Paragon, we will, in our reasonable discretion, offer you advice, guidance and assistance. This may include a contribution towards your initial legal costs of making a claim against the offending party.

#### **For Agents**

If the misadventure is Caused by us, you Should advise the Clients to have a Full Travel Insurance cover which should be able to make recovery of these costs whether from the third party or from a policy of insurance you have.

#### **For Direct/Walk In Clients**

If the misadventure is Caused by us, we will be limited to USD 300 per booking form. Any request for assistance must be made within 90 days from the date of the misadventure in question. If you are able to make recovery of these costs whether from the third party or from a policy of insurance you may be asked to refund our outlay.

#### **Jurisdiction**

This agreement shall be governed by Sri lankan law and be subject to the exclusive jurisdiction of the Sri lankan courts.