



Sri Lanka Tour – 2 to 16 September 2013

Terms & Conditions

The present Terms and Conditions are subject to the stipulations of Australian Law and other relevant regulations.

Organization: The organization of this tour is carried out by Miris Trails, a Miris Products (ABN 66188243457 | P.O Box 38, Hallam, VIC 3803, Australia | www.miris.com.au) venture.

Tour: Miris Trails is conducting a cooking tour (bed and breakfast basis) of Sri Lanka from the 2nd of September to the 16th of September 2013.

Deposit: A deposit, per person, of 30% of the tour cost is required to secure the booking and the full remainder is due no later than 30 days prior to departure.

Final and Total Payment: The full cost is payable no later than 1st August 2013.

Confirmation: The reservation will be confirmed upon receipt of the initial deposit and a receipt will be issued for each subsequent payment.

Cancellations: If payments are not received by the due dates, the reservation will be cancelled and the deposited funds will be applied towards the relevant cancellation expenses. In view of the commitments that have to be made to hotels and other partners who help make this tour possible, cancellations will only be entertained within fourteen days of the initial deposit. Other cancellation requests will be entertained by Miris Trails, subject to special circumstances and with due consideration for payments due to hotels and other tour partners. Cancellations due to medical reasons can be covered by travel insurance, which is strongly recommended.

Refunds: There will be no refunds for any unused portion of the tour decided by the client.

Refunds will be made in the event of cancellation on the part of Miris Trails, unless such a cancellation is caused by "force majeure".

Force majeure is (Latin for "superior force, chance occurrence, unavoidable accident") and a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), prevents one or both parties from fulfilling their obligations under the contract. In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspends it for the duration of the force majeure.

Force majeure is generally intended to include risks beyond the reasonable control of a party, incurred not as a product or result of the negligence or malfeasance of a party, which have a materially adverse effect on the ability of such party to perform its obligations, as where non-performance is caused by the usual and natural consequences of external forces (for example, predicted rain stops an outdoor event), or where the intervening circumstances are specifically contemplated.



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If the minimum group size is not reached, the agency will offer clients the choice, 15 days prior to departure, of either being fully refunded or accepting a group surcharge and continuing with the tour.

Tour Insurance Protection: Miris Trails recommends the clients arrange for Travel Assistance and Cancellation Insurance, for added protection and convenience during travel, and as protection against possible cancellation charges.

Transfers: Where transfers are included, it is the responsibility of the client to coordinate the ready availability of the nominated car and chauffeur allocated for the duration of tour. Where transfers are not included in the tour, the client will be made responsible for the consequences of not being present at the time and place foreseen for any transfer.

Changes: Miris Trails reserves the right to change itineraries and/or substitute services, hotels or restaurants of equal quality, given that justified circumstances should arise.

If the agency should be forced to modify main elements of the tour, the client shall receive notice as soon as possible, and always a minimum of three days in advance, offering the possibility of cancelling the tour with a full refund, or accepting the modification of the initial route. If, after this notice of three working-days' time, the agency receives no answer, it will be understood that the client wishes to cancel the reservation.

Miris Trails' liability: Miris Trails will be responsible for the consequences of the non-execution or defective execution of the tour if this is a result of its proceeding. Miris Trails' liability is limited to "force majeure" or conditions that neither the Miris Trails nor its suppliers have been able to avoid, or when the cause is attributable to the client or a third person.

The client shall communicate to the Miris Trails in a written form and as soon as possible any non-fulfilment in the execution of the tour that may have been noticed.

Passports and Visas: All travellers, without exception (including babies and persons under 18 years of age), shall carry valid documentation, whether passport or National Identification Document (for those countries where passport is not required), and be provided, prior to travel, with any visa, permit, vaccination certificate, etc., that is considered necessary for the trip. The client should contact the local Sri Lankan consulate or the travel agent for general information regarding conditions applicable to travel to and from Sri Lanka as well as matters concerning passports, visas, vaccinations, etc.

Period of validity: These conditions will be valid until 20th September 2013.

Accepted as above:

Client Name:

Miris Trails: Sonali Peiris

Date:

Date: