



General Terms and Conditions SRILANKAREISEN.CH

Thank you for your interest as well as your trust. The following General Terms and Conditions (GTC) apply to all services of SRILANKAREISEN.CH.

The rights and obligations between you and SRILANKAREISEN.CH arise from the individual, written contract, from these GTC and from the statutory provisions.

1 Conclusion of contract: The service descriptions published by SRILANKAREISEN.CH published service descriptions (e.g. in travel brochures or on the Internet) are considered an invitation to make an offer (Art. 7 para. 2 CO). The travel contract between you and SRILANKAREISEN.CH comes into effect with the acceptance of your written, telephone or personal booking. From this moment on, the rights and obligations of the contract become effective for you and us. You will receive our travel confirmation in the form of a confirmation/invoice together with billing information.

If you register further travel participants, you are liable for their contractual obligations (in particular for the payment of the travel price) as for your own obligations, i.e. you are liable for all travel participants that you register for the trip. The contractual agreements and these GTC apply to all travel participants.

Travel brokerage: For travel arrangements, individual services or services of third parties, which are only arranged by SRILANKAREISEN.CH, their own contract and travel conditions apply. Similarly, for all airline tickets brokered by SRILANKAREISEN.CH, the contract terms of the responsible airlines apply. We therefore act only as an agent for services of third parties. This also applies when booking individual services such as flights. In such cases, we are not your contracting party and you cannot refer to these GTC.

2. Provisional reservation

Flights, hotels and arrangements are often sold out early, so provisional reservations are possible for certain services. In this case SRILANKAREISEN.CH will accept your provisional reservation until a date to be determined - without any obligation on your part. The provisional reservation does not constitute a travel contract and is not binding for both parties.

Until your final booking, there may be changes in the content of the contract and the price.

3. Rebooking

After the conclusion of the contract you have no right to change the content of the contract (rebooking). SRILANKAREISEN.CH will, however, endeavor to comply with your rebooking requests, if possible.

The request for rebooking must be made in writing. The rebooking becomes binding as soon as it has been confirmed in writing by SRILANKAREISEN.CH has confirmed it in writing.

For changes/rebooking (e.g. name change, change of travel date, change of room categories or other services) a processing fee of CHF 200.-- per person will be charged. Additional charges from service providers are possible.

4. Start of service

SRILANKAREISEN.CH does not book flights directly, but merely places an order in this regard with a third-party provider. Our services are therefore generally only valid from your arrival at the airport abroad or upon arrival at the vacation destination. The timely arrival at the place of departure is your responsibility.

5. Program changes / subject to change / unforeseen circumstances

SRILANKAREISEN.CH reserves the right, also in your interest, to change programs or agreed services at any time (subject to change). SRILANKAREISEN.CH is in particular entitled to unilaterally change the published services at any time.



If unforeseeable or unavoidable circumstances or force majeure (e.g. war, strike, natural disasters, epidemics, pandemics and related official measures) affect the scheduled implementation of the trip, SRILANKAREISEN.CH is entitled to change or cancel programs or individual agreed services (e.g. accommodation, mode of transport, means of transport, excursions, etc.).

In case of overbooking problems, we reserve the right to inform you at short notice. We will endeavor to offer you a substitute solution. We may pass on to you the corresponding price adjustments. All parts of our tours are subject to program changes (this is unfortunately always the case in Sri Lanka).

In the event of a significant change to an essential point of the contract, which makes it unreasonable for you to embark on the planned trip in good faith, you are entitled to withdraw from the contract within 5 days of notification of the change.

6. Price

Price determination

The travel price to be paid results from the information on our website or in our written offer. Unless specifically mentioned, our prices are per person in Swiss francs in a double room. Prices for other room types, e.g. suites, are also per person based on double occupancy, unless otherwise mentioned.

The prices valid at the time of booking are applicable. As a rule, the prices include the statutory value added tax and are cash prices. In the case of modular arrangements, the prices are based on the duration of the stay (or according to the written offer). If payment is made by credit card, the booking office may charge a surcharge.

The fees of the booking office for processing and reservation as well as possible additional costs on site (e.g. visa fees, tourism taxes) remain reserved.

Price increases

In the following cases we reserve the right to increase the prices:

Tariff changes of the transport companies (e.g. fuel surcharges or fuel cost increases)

es)

New or increased government taxes or fees (e.g. VAT, airport taxes, security charges)

Exchange rate changes

Extraordinary price increases of service providers, e.g. hotels

Plausibly explainable billing and publication errors.

SRILANKAREISEN.CH will claim price increases at the latest 21 days before the scheduled start of the service. If the price increase is more than 10% of the total amount, you are entitled to withdraw from the contract free of charge in writing within 5 days after notification of the price increase.

Processing and reservation

According to the guidelines of the Swiss Travel Association, additional cost shares for reservation and processing may be charged in addition to the mentioned prices.

We usually charge a processing fee of CHF 200.- per order (depending on the amount of work).

Terms of payment

A deposit of at least 40% of the total amount is required at the time of booking. The balance must be paid at the latest 45 days before departure and immediately in case of later booking. The travel documents will usually be sent to you only after full payment of the travel price.

Default of payment

If your payment is not made on time, we are entitled to withdraw from the contract without setting a deadline. In this case, the cancellation costs are owed in accordance with section 9 below. For bookings with scheduled flight tickets, which must be issued immediately, the entire invoice amount is due as of the date of issue of this ticket.

Note

It is common practice for hotels to ask for a credit card at check-in to cover any charges that may be incurred. This does not mean that the room costs will be charged to the credit card; contacting our company is not necessary.



7. Travel documents

You will receive a travel program and a booking confirmation (a voucher for accommodation is usually not issued separately). If included in the service package, you may receive a flight ticket. The rooms are booked locally under your name or under SRILANKAREISEN.CH, possibly also under the name of our local agents.

8. Customer requests

Special customer requests that deviate from the offered services, we are happy to report to the booked service providers. We cannot guarantee the implementation of your special requests. Any additional costs arising from your special requests will be charged to you.

9. Withdrawal, termination by the customer

Cancellation before the start of the trip / Cancellation fees

You can withdraw from the trip at any time before the start of the trip. The declaration of withdrawal must be made in writing. The withdrawal becomes binding as soon as it is confirmed in writing by SRILANKAREISEN.CH.

The relevant date for the following cancellation fees is the date of delivery of the cancellation notice to SRILANKAREISEN.CH (subject to a different cancellation deadline, which is noted on the offer and if necessary also on the invoice). On holidays or weekends, the next working day is decisive.

We reserve the right to assert claims for damages in excess of the flat-rate cancellation fee.

- Up to 30 days before departure

In case of cancellation / withdrawal up to 31 days before departure, you will pay a processing fee of CHF 200.-- per person.

This processing fee is usually covered by a cancellation costs insurance policy to be taken out by you.

- Less than 30 days before departure.

In case of cancellation / withdrawal less than 30 days prior to departure, the full total travel price is owed and in addition

a processing fee of 2100.-- per person is owed.

- Cancellations during the high season

For the stays from 4.12. to 14.1. the following cancellation fees will be charged in deviation from the above:

90 to 60 days prior to departure: 50 percent of the total travel price;

59 to 00 days prior to departure: Full total travel price, plus a processing fee of CHF 200.-- per person.

Resignation due to epidemics and pandemics

The cancellation and processing fees according to the above provisions must also be paid if at the time of booking or travel (i) the required health policies of the destination country (e.g. vaccination, PCR test etc.) are generally known, or (ii) there is a mandatory quarantine requirement by the Swiss Federal Office of Public Health (FOPH) for non-vaccinated or non-recovered persons (Covid-19 virus) after return travel from certain destinations, but you do not fulfill the health formalities for personal reasons and therefore withdraw from the trip. Likewise, the cancellation and processing fees are payable in accordance with the above provisions if the DFA and/or the FOPH have expressly advised against travel to the planned travel region at the time of booking and you withdraw before the start of the trip.

In these cases, SRILANKAREISEN.CH excludes all warranties and you acknowledge that the conclusion of the travel contract is your sole risk.

Cancellation during the trip

If you cancel the contract in whole or in part during the trip, you are not entitled to a refund of the travel price.

10. Withdrawal or cancellation by SRILANKAREISEN.CH

Material error

In the event of a material error in the conclusion of the contract, in particular calculation and/or publication errors of the travel price, SRILANKAREISEN.CH is entitled to withdraw from the contract against full refund of the payments made by you.



Withdrawal due to failure to reach the minimum number of participants

Certain trips we offer are based on a minimum participation, which may vary. If the minimum participation relevant to your trip is not reached, SRILANKAREISEN.CH is entitled to cancel it up to 2 months before the specified start of the trip.

SRILANKAREISEN.CH can only withdraw from the travel contract due to non-achievement of an intended minimum number of participants, if it

1. has specified the minimum number of participants in the respective travel advertisement and the time by which the customer must have received the declaration before the contractually agreed travel date at the latest, and
2. clearly states the minimum number of participants and the latest travel deadline in the travel confirmation or refers there to the corresponding information in the travel brochure.

Unforeseeable or unavoidable circumstances

If unforeseeable or unavoidable circumstances or force majeure (e.g. war, strike, natural disasters, epidemics, pandemics and related official measures) prevent the scheduled implementation of the trip, SRILANKAREISEN.CH is entitled to withdraw from or cancel the contract. If the cancellation of the contract takes place before the start of the trip, the full travel price will be refunded to you, whereby the expenses verifiably incurred by SRILANKAREISEN.CH will be deducted from the refund amount.

Compensation for damages is excluded. Instead, you can book a replacement trip, if possible. If the costs of the replacement trip are lower than those of the originally booked trip, you can demand compensation for the reduced value.

Unreasonableness

SRILANKAREISEN.CH can withdraw from the travel contract or terminate the travel contract after the start of the trip without notice if, despite our warning, you persistently disrupt the implementation of the trip or behave contrary to the contract to

such an extent that the immediate cancellation of the contract is justified. If we cancel, we retain the right to the travel price; however, we must take into account the value of the saved expenses as well as those benefits that we obtain from other use of the services not used, including the amounts credited to us by the service providers.

11. Single, triple and quadruple rooms

SRILANKAREISEN.CH would like to draw your attention to the fact that under certain circumstances single rooms do not offer the same comfort as double rooms, despite sometimes considerable additional costs. Losses in terms of facilities or location must be accepted.

Triple rooms are double rooms in Sri Lanka and a third bed (folding bed on wheels, not as comfortable as normal beds) is inserted. This reduces the space enormously.

12. Services not used

In principle, costs for services cannot be refunded after check-in, even if the services are only partially used (e.g. admissions). No third party (including hotels or other service providers) is authorized to comment on behalf of SRILANKAREISEN.CH. This also refers to the full or partial reimbursement of costs as well as the waiver of "no show" fees.

13. Assistance in emergencies

In the unlikely event that check-in is denied at the hotel, please immediately contact SRILANKAREISEN.CH or the local tour operator we have named. For your safety, please keep all invoices and/or payment receipts and send them to SRILANKAREISEN.CH for any refund claims. If you do not contact us, no refund claims can be made as SRILANKAREISEN.CH had no way to resolve the matter. In this case, late cancellation or "no show" fees may apply.

14. Your responsibilities

Travel documents, including visas, as well as compliance with customs regulations are your own responsibility. SRILANKAREISEN.CH is not liable for costs caused because travelers carry inadequate travel documents.



If you or a fellow traveler behave in an inappropriate manner, cause damage, suffering, crime or injury to other persons, if other persons or their property are harmed by your actions, including the service providers or third parties, you will have to bear the full consequences and costs that SRILANKAREISEN.CH, the service providers or authorities may incur as a result of appropriate response actions and you will not be entitled to claim reimbursement for any loss or costs incurred as a result of your actions.

Conduct in an inappropriate manner includes, but is not limited to, drunkenness, drugs, narcotics abuse, harboring prostitutes in the hotel room and malicious damage to property. In the event that SRILANKAREISEN.CH is held liable for any costs, damages, fines, fees, etc. claimed by service providers or third parties (including authorities) as a consequence of your actions, you shall fully indemnify SRILANKAREISEN.CH (including legal and court costs incurred by SRILANKAREISEN.CH to defend itself) and ensure that any damage caused by said claims is kept away from SRILANKAREISEN.CH.

15. Complaints

We adhere to an objective description of the service. If you nevertheless have reason to complain because the service does not correspond to our confirmation/invoice or is afflicted with significant deficiencies, immediately inform the service provider (e.g. hotel) as well as the local representative of the organizer and/or us and demand immediate remedy. If this is not possible, a written confirmation is to be requested.

In the event of a complaint regarding a service offered, the complaint must be submitted to the service provider and SRILANKAREISEN.CH immediately upon the occurrence of the problem.

If the trip does not comply with the contractual agreement or if you suffer damage, you are obliged to immediately complain to our tour guide, the chauffeur or the local travel agency about these defects or damage.

Remedy: The tour guide, chauffeur or agent on site will endeavor to provide remedy within a reasonable period of time during the trip. If no remedy is provided, if remedy is not possible or if it is insufficient, have the tour guide, chauffeur or agent on site confirm the defects or damage complained about and the failure to provide remedy in writing. However, the latter is not entitled to acknowledge any claims for damages and the like. If you omit the complaint and the written confirmation, we can no longer address your complaint, etc. after the end of the trip and you lose any rights against us.

If you wish to claim defects, refunds or damages from us, you must submit your complaint to us in writing within 30 days. Your complaint must be accompanied by the confirmation of the tour guide, the chauffeur or the local representative and any evidence. If you do not submit your claim within 30 days after the actual end of the agreed trip, you will lose all claims and you will lose all your rights against us.

16. Liability

Scope of liability

SRILANKAREISEN.CH is liable to the customer for the proper fulfillment of the contract, in particular for the careful selection and supervision of the service providers directly contracted by us, as well as the professional organization of the trip, provided that no insurance of the customer covers the damage.

The liability is limited to the simple of the price for the service affected by a damage.



Disclaimer

Sometimes we are only intermediaries between you and the contractors in the host country e.g. tour operator, hotel, car rental and other service companies. Therefore, we cannot vouch for the proper performance of these services. However, we vouch for the fact that we have carefully selected these companies (with the exception that you have specifically requested a special service provider). In addition, we will make every effort to assist you in making legitimate claims without warranty. Please note that with respect to brokered travel only, our agents are not our company, but our tour operators. We act only as an intermediary without our own responsibility for contract fulfillment.

SRILANKAREISEN.CH is furthermore not liable if the non-fulfillment or not contractual fulfillment of the travel contract is due to:

- Failure of the customer (e.g. failure to comply with entry requirements, non-transportation due to pregnancy, criminal sanctions).
- Unforeseeable or unavoidable failures of third parties (e.g. delays on the part of transport companies, strikes, disruptions in the performance of third-party services that have merely been arranged).
- Unforeseeable or unavoidable circumstances or force majeure (e.g. war, natural disasters, withdrawal of landing rights, official orders, lack of travel permits, epidemics and pandemics and related official measures).

The limitations on compensation provided for in international conventions in the event of damage arising from non-performance or non-fulfillment of the contract shall remain reserved.

Delays and cancellations

Even with careful organization, we cannot guarantee adherence to schedules (e.g. also for train travel in Sri Lanka). Especially as a result of large traffic volumes, traffic jams, accidents, congestion at airports, detours, delayed border clearance, etc. delays may occur. In these cases we are not liable. We strongly advise you to

consider possible delays when planning your trip.

In case of delay of transport companies, no matter what the reason, we can not assume liability of damages, such as loss of wages, additional hotel nights, meals, etc.. Likewise, in the event of cancellation of flights by the airline, the subsequent costs are to be borne by the passenger.

Locally booked events and excursions

At most resorts it is possible to book local events, excursions and sightseeing etc.. It is not excluded that such events and excursions are associated with risks. These events and excursions are not offered by us (except for the optional excursions offered by us). Your tour guide or the local representative on site will be happy to arrange appropriate offers for you and also make the booking for them, if desired and possible.

Please note that SRILANKAREISEN.CH acts here only as an intermediary of local organizers. Only their terms and conditions apply. SRILANKAREISEN.CH can therefore not assume any liability for them. It is therefore your own responsibility to make such excursions and events. The tour operator is not liable for the correct fulfillment of the contract nor in case of damages.

Accidents or illnesses, pregnancy

SRILANKAREISEN.CH assumes no liability for direct damage in case of death, bodily injury or illness during the trip, provided that these were not culpably caused by SRILANKAREISEN.CH or a company commissioned by SRILANKAREISEN.CH (hotels, etc.).

In case of death, bodily injury or illness, which you suffer in connection with air transportation or with the use of transport companies (train, ship, bus, etc.), the claims for compensation are limited in amount to the sums resulting from the applicable international agreements or national laws. Any further liability of SRILANKAREISEN.CH is excluded in these cases. In case of pregnancy, you are obliged to inform the organizer before booking and to inquire about the transport conditions of the airlines and shipping companies. If you are denied trans-



port / embarkation due to pregnancy, any liability is rejected.

Limitation of liability for air travel

International air transport may be subject to the Montreal Convention if both the agreed place of departure and destination are within the territory of a contracting state. The Montreal Convention governs, and may limit, the carrier's liability for death and personal injury, for destruction of, loss of, or damage to baggage, and for delay. The text of the Montreal Convention can be found on the Internet.

Property damage

SRILANKAREISEN.CH assumes liability for theft and loss that occur during a trip with SRILANKAREISEN.CH, if the tour guide or a company commissioned by SRILANKAREISEN.CH is at fault. In this case, the liability remains limited to the direct damage, but at most to the simple amount of the travel price for the injured person.

SRILANKAREISEN.CH assumes no liability for the loss of personal effects, valuables, cash, jewelry, photographic and video equipment, etc.. (this regulation also applies to thefts from rental cars) as well as in case of loss, theft, damage or misuse of checks, credit cards and the like.

In the event of damage or loss which you suffer in connection with air transport or the use of transport companies (train, ship, bus, etc.), claims for compensation are limited in amount to the sums arising from the applicable international agreements or national laws. Any further liability of SRILANKAREISEN.CH is excluded in these cases. We therefore recommend the conclusion of a baggage and travel insurance.

Other countries - other customs

To avoid discrimination (e.g. based on gender or sexual orientation) or even criminal sanctions, you should inform yourself about local customs and laws. We do not assume any liability.

Further to note

Visit the parks and other facilities at your own risk!

Safari vehicles (not AC) are very "basic" and with "basic insurance", unlike other vehicles.

17. Statute of limitations

Claims for damages against SRILANKAREISEN.CH, regardless of the reason, expire within one year. The limitation period begins on the day following the end of the booked travel arrangement.

18. Data protection

Collection, processing and use of data

Upon conclusion of the contract, in addition to your contact details (name, home address, e-mail, telephone number), the following information is usually stored or processed: Travel dates, destinations, airline, hotel, price, customer preferences, information on other travel participants, payment information, date of birth, nationality, language, preferences and other information provided by the customer SRILANKAREISEN.CH.

With the booking you confirm the accuracy of the data provided and you hereby agree to the processing and use of your customer data. The customer data is subject to Swiss data protection law and will be processed exclusively for business processing or service provision.

Disclosure of data to third parties

Your data may be forwarded to third parties for the provision of the service as well as for the processing of an order. SRILANKAREISEN.CH complies with the provisions of data protection law and also obligates third parties to confidentiality and compliance with appropriate data protection if they have access to customer data that allow conclusions about the identity of the customer.

By booking, you hereby consent to the disclosure and processing of your customer data.



19. Passport, visa and health requirements

For Sri Lanka there is a visa requirement. You are responsible for this yourself as a customer, unless you hand over to us the visa collection (for a surcharge of CHF 50.--). The disclosure of such provisions when booking a trip or travel service refers to the status at the time of booking. It is assumed in principle that the traveler or the traveler is Swiss, unless the affiliation to another state is obvious or has been expressly communicated. Personal circumstances based on the person of the traveler cannot be taken into account, unless they are expressly communicated by the traveler or are obvious.

It is expressly pointed out that the competent state authorities, especially in the countries of the travel destination, may change the regulations at any time - even at short notice. SRILANKAREISEN.CH will make every effort, within the scope of its possibilities, to inform the travel participant of any changes as early as possible. However, travelers are advised to follow the news media themselves due to changes in the regulations in the destination country in order to be able to adjust to changed circumstances in good time.

If difficulties arise for the travelers due to the aforementioned regulations, which prevent or impair participation in the trip, you are therefore not entitled to withdraw from the travel contract free of charge. The prerequisite is that SRI-LANKAREISEN.CH for its part is able and willing to provide services and the said difficulties are not the responsibility of the organizer. Mutual claims in the event of culpable conduct remain unaffected, insofar as the limitations of liability in these travel conditions do not intervene.

20. Travel cancellation insurance

You are hereby expressly informed that it is possible to take out travel cancellation insurance. The conclusion of such insurance is expressly recommended to you. If you wish to take out travel insurance and this is the subject of the brokerage of SRI-LANKAREISEN.CH, SRILANKAREISEN.CH - in the absence of an agreement to the contrary - is not obliged to inform you about the scope, coverage and other in-

surance conditions, insofar as you can inform yourself about the insurance conditions from the documents of the contracting company given to you or available to you or from the insurance documents.

Travel cancellation insurance is NOT included in the respective travel price.

We therefore ask you to check whether you already have sufficient cancellation, return, health, accident or other insurances.

21. Travel luggage

It is also highly recommended that you take out luggage insurance. It covers the costs you incur in the event of theft, damage or loss of luggage.

22. Choice of law and place of jurisdiction, severability clause

The entire legal and contractual relationship between SRILANKAREISEN.CH and the customer is governed exclusively by Swiss law. The regulations of international agreements, which contain contractually indispensable provisions, remain reserved.

The exclusive place of jurisdiction for the assessment of any disputes arising from this contract shall be Zurich.

All services are subject to the local law and regulations of the country in which the service is used and are subject to the regulations (e.g. house rules) set by the respective service providers.

Should one or more of the foregoing provisions be or become invalid, this shall not affect the validity of the remaining provisions.

For these terms and conditions are subject to change without notice.

Good to know:

Transfers

The transfer from the airport to the hotel and back is usually included in the price. Due to traffic, there may be occasional waiting times. We thank you for your understanding.

Stars and categories



The hotel categories are not comparable among themselves; each country has different guidelines. Depending on your needs and interests, you would perhaps weight individual points differently. Consider the information as a guideline.

Tips

Tips for chauffeurs and guides are not included in our prices.

The tip is a voluntary, personal recognition for good service. However, it is important to remember that in Sri Lanka, tips make a significant contribution to earned income due to very low wages.

High and other season

Most hotels are designed for average occupancy. Therefore, during the high season it can happen that the space around the pool is a bit tight or that there is not always a free deck chair for all guests. Also the service is not to be compared with Switzerland. With a little tolerance and understanding, the situation can be mastered!

Safety first

Depending on the destination, travel may involve risks, both medical and political. For proper health care, please contact your family doctor. Supplementary information is available on the Internet at: www.safetravel.ch. The website of the Federal Department of Foreign Affairs, www.eda.admin.ch provides you with useful information about safety in the country under Travel Advice.

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