

Your Booking Contract: Is with Equator Blu Pvt Ltd, a Sri Lanka Company based at 33/5, De Mel Road, Kattubadda – Sri Lanka.

Acceptance of booking condition: Applicable booking terms and conditions for your booking are those that were in force on the date shown on your invoice. Booking terms and conditions may be subject to change without warning at our own discretion. The latest booking terms and conditions are displayed on our website. These booking conditions are devised for the protection of all parties. Equator Blu Pvt Ltd trades under Sri Lankan laws “We” or “The company” in these booking conditions refers to the company responsible for your booking contract (See above). Any use of the equatorblu.com website, or any written communication with us, for the purpose of travel arrangements, confirms that you are aged 18 or over.

Confirming your booking: In the case of all bookings, your booking will be confirmed by the issue of an invoice. Payment of deposit confirms that you have read and accepted our booking conditions. If you fail to meet the payment deadlines stated on the invoice, we reserve the right to cancel your booking and will inform you of this. Bookings should be paid either by:

- Online credit/debit card payment.
- Bank transfer: Full details in our FAQs.

Payment Schedule:

- Upon receipt of invoice: 50% of the cost.
- Not less than 30 days before departure: 100% of the cost. *Frequent fluctuations in the Sri Lankan government tax policy mean that applicable taxes can change suddenly without prior notice.

Notes:

- Payments are required within 7 days except circumstances dictate that we request otherwise.

- Suppliers may demand stricter payment terms on some bookings. These occasions will always be advised to you before the booking is stated on your invoice. Individual cancellation terms will always be stated.
- Our prices include all applicable taxes. *Frequent fluctuations in the Sri Lankan government tax policy mean that applicable taxes can change suddenly without prior notice.
- Convenience fee of 3% is applicable for payments made by credit cards and debit cards.
- Customers pay all bank charges in the case of the bank transfer. Failure to do so will invalidate your booking and will bring further charge to cover bank charges.
- There will be no additional postage fees, booking fees, or other hidden charges. Exchange rates are based on live on-day rates at the time of booking and are not subject to change.
- Late payments, at our discretion, have an administrative charge of LKR 150/= and risk cancellation.

Cancelation by us: We are committed to a high level of professionalism to protect your booking. But we reserve the right to cancel your booking in any incidence of force majeure (see the clause below). In this event we will return all recoverable costs and, wherever possible, offer an alternative booking of comparable type and quality for your consideration. We cannot be held liable for any incidental expenses that you may incur during arrangements for a booking that is subsequently cancelled by us.

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Booking Conditions

YOUR BOOKING CONTRACT is with Equator Nu Pvt Ltd, a Sri Lanka company based at 33/5 De Mel Road, Kattubadda —Sri Lanka.

ACCEPTANCE OF BOOKING CONDITIONS: Applicable Booking Terms and Conditions for your booking are those that were in force on the date shown on your Invoice. Booking Terms and Conditions may be subject to change without warning at our own discretion. The latest Booking Terms and Conditions are displayed on our website. These booking conditions are devised for the protection of all parties. Equator Blu Pvt Ltd trades under Sri Lankan laws. "We" or "the company" in these booking conditions refers to the company responsible for your booking contract (see above). Any use of the equatorblu.com website, or any written communication with us, for the purposes of travel arrangements, confirms that you are aged 18 or over.

CONFIRMING YOUR BOOKING: In the case of all bookings, your booking will be confirmed by the issue of an Invoice. Payment of deposit confirms that you have read and accepted our booking conditions. If you fail to meet the payment deadlines stated on the Invoice, we reserve the right to cancel your booking and will inform you of this. Bookings should be paid either by:

- (I) On-line credit/debit card payment.
- (II) Bank transfer: full details in our FAQ,

PAYMENT SCHEDULES:

- (I) Upon receipt of Invoice: 50% of the cost.
- (II) Not less than 30 days before departure: 100% of the cost. *Frequent fluctuations in the Sri Lankan government tax policy mean that applicable taxes can change suddenly without prior notice.

Notes:

- (I) Payments are required within seven days, except where circumstances dictate that we request otherwise.
- (II) Suppliers may demand stricter payment terms on some bookings. These occasions will always be advised to you before booking and stated on your Invoice. Individual cancellation terms will always be stated.
- (III) Our prices include all applicable taxes. * Frequent fluctuations in the Sri Lankan government tax policy and those applicable taxes can change suddenly without prior notice.
- (IV) A convenience fee of 3% is applicable for payments made by credit cards and debit cards.
- (V) Customers must pay all bank charges in the case of a bank transfer. Failure to do so will invalidate your booking and will bring further change to cover bank charges.
- (VI) There will be no additional postage fees, booking fees or other hidden charges. Exchange rates are based on live on-day rates at the time of booking and are not subject to change.
- (VII) Late payments, at our discretion, have an administrative charge of LKR 150/= and risk cancellation.

CANCELLATION BY US: We are committed to high levels of professionalism to protect your booking. But we reserve the right to cancel your booking in any incidence of Force Majeure (see the clause below). In this event we will return all recoverable costs and, wherever possible, offer an alternative booking of comparable type and quality for your consideration. We cannot be held liable for any incidental expenses that you may incur during arrangements for a booking that is subsequently cancelled by us.

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CANCELLATION BY YOU: In the event of cancellation, in whole or part, we voluntarily return all recoverable costs, above and beyond the limits laid down in our Booking Conditions. In the case of cancelled tailor-made itineraries, we reserve the right to levy additional admin costs of up to 8 percent of total booking cost when calculating recoverable costs.

We do not normally refund for early checkouts or no-shows. Any individual wishing to cancel a booking must immediately notify us by email, quoting their Invoice number. The cancellation is timed from 0900 on the next working day to enable us to contact Suppliers. In the event of a group cancellation (by the tour leader), we will hold each individual equally liable for cancellation costs.

Total cancellation charges on your booking will not exceed these maximum levels:

Hotels

- 21 days or less-100% cancellation charge
- Between 22 days and 28 days— 50% cancellation charges or the equivalent of the first two days of charges depending on the program and period of stay
- Above 29 days— No cancellation charges provided no commitment or advances are made to third parties

Transport

- 7 days or less-10% cancellation charge from total (minimum charge USD 75.00)
- Above 7 days— No cancellation

Helicopters

- 48 hrs. or less — 100% cancellation charge
- Between 3 —5 Days 50%
- Between 5 —7 Days 25%
- Above 7 days— No cancellation

You should check whether your travel insurance policy covers you for refunds. NOTE: We offer additional guarantees concerning refunds in the clause on Terrorism and Personal Safety.

TERRORISM AND PERSONAL SAFETY: Your personal safety is our prime concern. If the Local Foreign Office of advice after your booking has been made against travel to any country or region stated on your itinerary, we will guarantee the following refunds in the event of a cancellation by you. This clause overrides other cancellation clauses: Six weeks or more before travel: 100% of holiday cost. Less than 30 days before departure: Minimum 90% of holiday cost. During your holiday: All recoverable costs.

ITINERARY CHANGES MADE BY US: We are committed to high levels of professionalism to protect your booking as is shown on your Invoice. Adjustments will only be made in unavoidable or overriding circumstances. All efforts would be made to ensure that these adjustments are in the spirit of the original itinerary and would be discussed with you. If exceptional circumstances (e.g., overbooking of the hotel) demand an emergency change of

accommodation while you are on holiday, we will refund you appropriately if the replacement hotel is cheaper and pay any additional transfer costs.

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ITINERARY CHANGES REQUESTED BY YOU: We aim- to offer flexible itineraries. Once an itinerary is finalised, requests for changes to a group or individual itinerary will always be considered, but they may incur cancellation charges.

INFORMATION PROVIDED BY YOU: All information you... provide should be true and accurate. We will treat it confidentially and will not forward it :o any third party. We do not spoor, supply mailing lists, or use personal information in any way other than :o sec...re your hooking. We have a strict anti-fraud policy and take responsible steps to project personal information such as credit card details.

INFORMATION PROVIDED BY US: We will use all reasonable endeavours to ensure that information provided is free from errors and omissions and will correct any errors or omissions once notified. We cannot, however, be held responsible for misinformation that a reasonable person could not have expected us to know. Our opinions are our own. Whilst we rigorously strive for accuracy, these opinions are necessarily subjective to some degree. Occasionally, temporary local circumstances, for example, emergency maintenance work, power cuts, or off-season closure — can make advertised facilities unavailable. We do not take responsibility for consumer comments made in interactive areas of the site, but we do reserve the right to moderate them to con-ply fair-mindedness and Sri Lankan law.

BEHAVIOUR: We expect reasonable behaviour at all times. If in the considered opinion of our representatives or suppliers, your behaviour could cause danger to yourself or others, damage, or persistent offence (including racism), you will be informed of the fact, and your booking may be terminated without compensation. You may also be held responsible for willful damage.

CUSTOMER CARE AND COMPLAINTS PROCEDURE: We are fully committed to high levels of customer care at all stages of your holiday. This includes solving any problems at the source to the benefit and contentment of all parties. Any complaints must be pursued as soon as possible with the supplier of the service (e.g., hotel manager) and our customer care department. If matters are not satisfactorily resolved, you must notify us within 24 hours, by email, in a further effort to rectify the situation amicably. We provide you with appropriate contact numbers before travel and it is your responsibility to keep them safe. We reserve the right to refuse any liability or compensation if this arbitration procedure is not strictly adhered to.

FLIGHT TIMES AND OTHER ESSENTIALS: Check your flight times on the receipt of your tickets carefully. Minor adjustments to flight times may be made by the airline after the issue of the ticket. We do not accept responsibility for these. You should also ensure that your

travel documents, passports, visas, driving licence, insurance details, and money are in order.

FORCE MAJEURE: We cannot accept responsibility for Force Majeure — defined in these booking conditions as any specific event which we, as the supplier of the services, could not reasonably have foreseen, influenced, or avoided. These include war, or threat of war, riots, civil strife, terrorism, contamination, extreme or unusual weather conditions, volcanic eruptions, industrial disputes, changes to sports itineraries, natural and nuclear disasters, fire, flight cancellations, or rescheduling by airlines or any similar event beyond our control.

INSURANCE: Every holidaymaker must possess valid travel insurance and details of the policy must be stated before travel — unless we give a specific written exemption. Individuals must ensure that this travel insurance offers acceptable cover for the type of holiday undertaken. We reserve the right to refuse travel for all those inadequately insured.

INOCULATIONS: All tourists are strongly advised to check with their own medical advisers at least a month before travel on recommended inoculations, the need for malaria tablets and to take other medical advice where their own health record suggests it is necessary.

NATURE OF OVERSEAS TRAVEL: Delays, moments of discomfort, and risk can naturally occur in all travel in the tropics; insects in rooms are common. A booking with us is an implicit acceptance of these facts. Clients are advised to take sensible precautions at all times and familiarise themselves with up-to-date information from independent and reliable sources.

NEGLIGENCE AND BREACH OF CONTRACT: Result of our proven negligence, or that of our suppliers, in respect of arrangements forming part of your holiday itinerary, in cases where all your holiday accommodation and transfers

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are arranged by us for the entire extent of your stay. This applies to illness, injury, and/or death. NOTE: WE DO NOT ACCEPT LIABILITY FOR THE NEGLIGENCE OF OUR SUPPLIERS IN ACCOMMODATION-ONLY BOOKINGS.

PERSONAL LOSS, INJURY, AND ILLNESS (UNCONNECTED WITH ARRANGEMENTS MADE BY US): Should you, or any member of your group, suffer loss (such as baggage or valuables), serious illness, personal injury, or death during your holiday, we or our stated representatives, will provide sympathetic advice and guidance at our/their discretion. This must be carried out in conjunction with your personal travel insurance policy.

PRICE GUARANTEE: We guarantee that your holiday will not be subjected to surcharges, except where our costs rise because of changes in Government policy.

REPRESENTATIVES: Support on your itinerary is provided in the first instance by your chauffeur guide if - as recommended - you have booked transport with us. Further support is available from our dedicated customer care staff in Colombo.

SHOPPING: We never, under any circumstances, recommends or guarantees the value or the quality of any additional product not clearly itemised on the Invoice and which may be purchased during an itinerary arranged in part or whole by the company, even if the case where the product may have been discussed between a client and an employee, chauffeur or representative of the company. Determining the value of a product is entirely the client's responsibility. We have no duty to intervene in such circumstances.

SECURITY DEPOSIT (VILLA BOOKINGS ONLY): A security deposit may be required by some villas upon arrival and paid directly to the villa supplier. The deposit will be used as security for any damages and/or additional charges incurred during your stay, as determined by the agent after reasonable advice. This amount, subject to any deductions, will be returned following your date of departure. We would advise you of this.