

# GENERAL CONTRACT CONDITIONS

## LEGAL SEAT, OFFER, APPLICABLE LAW

1. Secret Lanka (Pte.) Ltd. ("Secret Lanka") has its legal seat in Negombo in the Democratic Socialist Republic of Sri Lanka ("Sri Lanka") and is a company registered with The Department of the Registrar of Companies of Sri Lanka ([www.drc.gov.lk](http://www.drc.gov.lk)).
2. Secret Lanka operates within the jurisdiction of Sri Lanka as an independent tour operator registered with the "Sri Lanka Tourism Board" ([www.srilanka.travel](http://www.srilanka.travel)) and offers so called "package holidays", customized or pre-packaged ("standardized"), consisting of transport and/or accommodation of one or more Clients ("the Client") within the jurisdiction of Sri Lanka.
3. When requested, Secret Lanka does additionally offer flight booking services in the Client's name for travel services between Sri Lanka and the Republic of the Maldives ("the Maldives") and does this in cooperation with undertakings recognized under the laws of Sri Lanka and/or the Maldives. Outside the jurisdiction of Sri Lanka (including territorial waters in accordance with the United Nations Convention on the Law of the Sea), Secret Lanka co-operates exclusively with tour operators registered with the Ministry of Tourism of the Maldives ([www.tourism.gov.mv](http://www.tourism.gov.mv)) and/or with authorized airlines, ferries and/or other undertakings offering means of travel between Sri Lanka and the Maldives ("Third Parties"). When organizing and reserving for transport to and from the Maldives and/or accommodation for stay within the jurisdiction of the Maldives, Secret Lanka shall act as an agent for the Client. The undertakings mandated by Secret Lanka within the jurisdiction of the Maldives in accordance with the Client's requests shall be specified to the Client at the time of the Final Offer ("the Final Offer"). Within the jurisdiction of the Maldives contractual relationships shall exist between the Client and the involved Third Party only. The latter shall also apply in case where Secret Lanka should intermediate specific services and/or products for the Client and include them into a Final Offer, consisting of a combined holiday between the jurisdictions of Sri Lanka and the Maldives ("Combined Tour").
4. Secret Lanka itself does not offer services outside of the jurisdiction of Sri Lanka and all services offered in the jurisdiction of the Maldives and all transportation services to and from the Republic of the Maldives shall be offered by Third Parties. Except from the services stated in the preceding clause, relating to the jurisdiction of the Maldives, Secret Lanka does not offer services of any kind for traveling between Sri Lanka and other jurisdictions, but only arranges for accommodation and travel-related services within the jurisdiction of Sri Lanka (including territorial waters in accordance with the United Nations Convention on the Law of the Sea).
5. In case of disputes arising from the Travel Services Agreement ("the TSA"), of which these General Conditions of Contract ("the GCC") are a part together with the provisions contained within the Final Offer (unless modified within the Final Offer itself), Secret Lanka will attempt to reach a mutual agreement in a diplomatic and friendly way with the involvement of the Commercial Mediation Centre of Sri Lanka. Failing this, law Court shall be Colombo (Sri Lanka). Sri Lankan law applies to all services rendered by Secret Lanka. No extra-territorial "package travel" provisions of law (e.g. the European Council Directive 90/314/EEC) shall be applied by the Courts of Colombo. Should Secret Lanka exceptionally offer services directly and in its own name within the jurisdiction of the Republic of the Maldives, then the competent Courts of Colombo shall apply Sri Lankan law.

## RESERVATION PROCESS, CONTRACT FORMATION, CANCELLATION

6. Once a pre-packaged tour has been selected by the Client from the services presented by Secret Lanka on its homepages ([www.secretlanka.com](http://www.secretlanka.com); [www.secret-lanka.com](http://www.secret-lanka.com); [www.secretmaldives.com](http://www.secretmaldives.com); [www.secret-maldives.com](http://www.secret-maldives.com)), or once a customized tour has been assembled by Secret Lanka in accordance with the Client's specific needs and requests, a non-refundable Acceptance Payment (the "Acceptance Payment") in the amount of 20% of the Final Offer (the "Final Offer") is due to be wired to Secret Lanka's bank account in order to be deployed for reservations made for the Client's account and in order to keep the Final Offer legally valid and binding.
7. In order to keep the Final Offer legally valid and binding, the Acceptance Payment must reach Secret Lanka's bank account within a 5 working days acceptance period (the "Acceptance Payment Period"), beginning with the e-mail transmission of the Final Offer by Secret Lanka (the "Offer Delivery Day"). The e-mail containing the Final Offer is supposed to be delivered within the next 30 seconds after the e-mail has been sent. The Offer Delivery Day itself does not count as a working day and for the determination of the Offer Delivery Day Sri Lankan time applies (UTT/GMT+5:30 hours) at the moment of the sending of the e-mail with the Final Offer. If the Acceptance Payment Period elapses without due payment until 11:59 PM of working day number 5, the Final Offer shall expire. Should working day number 5 be a public holiday in accordance with Sri Lankan laws, then the first following working day in accordance with Sri Lankan laws shall be considered as working day number 5. Secret Lanka reserves itself the right to accept payments done after the Acceptance Payment Period at the conditions stated in the Final Offer.
8. Under specific circumstances (e.g. when the Client chooses "5 star" ["\*\*\*\*\*"] or ultra-luxe accommodations ["5 star +"]) within a customized tour or during special events, like cultural festivals, sport events, etc.) an Acceptance Payment of 30% is requested by Secret Lanka. Secret Lanka shall inform the Client about this Accrued Acceptance Payment (the "Accrued Acceptance Payment") at the latest with its Final Offer and request the Accrued Acceptance Payment within the Acceptance Payment Period. When the Special Acceptance Payment is set at 30%, then the percent terms expressed under article 13 below, shall be the following:
  - 30% to 40% (letter a);
  - 40% to 55% (letter b);
  - 60% to 70% (letter c);
  - 75% to 85% (letter d) and
  - 90% to 95% (letter e).
9. If the requested Accrued Acceptance Payment is exceptionally higher than 30%, then the specific cancellation conditions shall be presented to the Client at the latest with the Final Offer.
10. Full Payment of the Final Offer (the "Full Payment") can be settled either at arrival in Sri Lanka or, in advance, through a fund transfer to Secret Lanka's bank account. If Full Payment reaches Secret Lanka's bank account at least 30 days before the Client's expected arrival day, portended in the Final Offer (in accordance with the Client's scheduled day of arrival), then a 3% discount (on the sum portended in the Final Offer) applies. If Full Payment reaches Secret Lanka's bank account between 29 and 15 days before the Client's expected arrival day, portended in the Final Offer (in accordance with the Client's scheduled day of arrival), then a 2% discount (on the sum portended in the Final Offer) applies. If Full Payment reaches Secret Lanka's bank account between 14 and 1 day(s) before the Client's expected arrival day, portended in the Final Offer (in accordance with the Client's scheduled day of arrival), then a 1% discount (on the sum portended in the Final Offer) applies.

11. Payments shall be done to Secret Lanka bank account with the following specifications:

Name and address of the beneficiary:

Secret Lanka PLC

46, Katuwapitiya road

11500 Negombo

SRI LANKA

Account Number: 013033452750101

Name and address of the Bank:

Seylan Bank PLC

141, Rajapaksha Broadway

11500 Negombo

SRI LANKA

BIC/SWIFT Code: SEYBLKXXXX:

12. All payments shall be registered by the Client under the "our costs" condition (i.e. full payment must reach Secret Lanka's account with all bank and transfer bank costs borne by the Client).

#### CANCELLATION

13. When Full Payment reaches Secret Lanka's accounts before the Client's expected arrival, charges for cancellations ("Last Minute Cancellations") are as follows:

- a. Cancellation up to 20 days before the expected Client's arrival: charge of 30% of the total bill (=refund of 70%).
- b. Cancellation up to 15 days before arrival: charge of 40% of the total bill (=refund of 60%).
- c. Cancellation up to 5 days before arrival: charge of 60% of the total bill (=refund of 40%).
- d. Cancellation up to 3 days before arrival: charge of 75% of the total bill (=refund of 25%).
- e. Cancellation less than 3 days or "non-presentation": charge of 90% of the total bill (=refund of 10%).

14. All refunds shall be registered under the "beneficiary cost" condition (i.e. Secret Lanka account shall be debited in accordance with the charges defined at article 13 and all bank and transfer bank charges shall be borne by the Client).

#### HOTELS, ITINERARY

15. Secret Lanka will endeavour to secure the hotels listed in the itinerary presented as "pre-packaged" through its official homepages ([www.secretlanka.com](http://www.secretlanka.com); [www.secretlanka.com](http://www.secretlanka.com); [www.secretmaldives.com](http://www.secretmaldives.com); [www.secret-maldives.com](http://www.secret-maldives.com)) or portended within the Final Offer. Though, because of the nature of the Sri Lankan travel industry (misbookings, overbookings, double-bookings, other inconveniences, etc.), it will not always be possible to secure the hotels and lodges listed in the Final Offer. Thus, Secret Lanka reserves itself the right to secure the next best available option, or an upgrade, in the event that the originally booked hotels should not be available.
16. Secret Lanka's Clients are herewith made aware that hotel standards in Sri Lanka and the Maldives may not be the same as in Europe or the USA and that Secret Lanka cannot be held responsible or liable for the differences between European or the US-American standards and Sri Lankan or Maldivian standards. Should there be any complaints about hotels or local

service providers, Secret Lanka shall do its best in order to solve the issues arising, though there is and will be no warranty that these issues shall be solvable in part or in full and/or solved in part or in full during the stay.

#### RESPONSABILITY, INSURANCE

17. Secret Lanka accepts responsibility only on agreed services (e.g. car rental, lodging, etc.) within the jurisdiction of Sri Lanka.
18. In the event of disruption, cancellation or changes caused by events outside Secret Lanka's control, including force majeure, Secret Lanka will do its best to organise an equivalent alternative program. However, Secret Lanka does not offer any reimbursement for payments made. Additional costs shall be borne by the Client.
19. Should the Client decide to interrupt his tour for whatever reasons (health, business, family affairs, etc.) Secret Lanka will not reimburse any left part of the tour. Should the Client ask for changes to the itinerary agreed within the Final Offer, supplementary handling fees will be charged to the Client, besides additional costs that might occur for the adapted itinerary and/or accommodation. Secret Lanka is under no obligation to accept any changes to the itinerary contained in the Final Offer.
20. Secret Lanka cannot be held responsible and does not accept liability whatsoever for any loss or damage to personal property. Secret Lanka highly recommends the Client take out insurance against such eventualities.
21. The official General Conditions text shall be maintained by Secret Lanka in English, Italian and French. In the event of any conflict between the English and other language versions, the English version shall prevail. The General Condition in other languages shall be used collectively for interpretation (notably, teleological) purposes only.

Secret Lanka (Pte.) Ltd., January 2016 (V\_3.1)