



## Terms and Conditions

Before making a reservation with 3R Leisure we encourage you to read these Terms and Conditions carefully, as they constitute a contract agreement between 3R Leisure and the Client from the time the booking is made.

The person who makes the booking accepts these conditions on behalf of all the people in the group and is responsible for all payments due.

The purchase of any travel services offered by 3R Leisure constitutes a contractual arrangement between the Client and 3R Leisure and represents the Client's acceptance of the 3R Leisure Terms & Conditions set out herein.

### 1. ABOUT US

- 3R Leisure is a duly licensed Travel Agency in the Sri Lanka, based in Katunayake City Province of western. We are an accredited Travel Agency registered in tourism development authority in Sri Lanka.

### 2. BOOKING CONDITIONS

- All travel arrangements should be booked at least within **Five business days in advance**. For tour packages we strongly recommend that Clients book with one month notice. For Group Tours we recommend that Clients book with two months' notice.
- Once Clients have confirmed and submitted his/her booking and personal travel details to 3R Leisure he/she will receive a confirmation and pro-forma invoice of his/her booking via e-mail. Please note that **all bookings require a Non-refundable Down Payment of 20% of the total package price at the time of the booking**.
- If booking occurs less than 7 days before your arrival date FULL payment is required.
- If you prefer to pay for your booking with a bank transfer, please contact 3R Leisure through email [info@3rleisure.com](mailto:info@3rleisure.com) and send us all the information regarding the booking, name of the guests, details of the tour, type of transportation, preferred accommodation, arrival date and deposit slip/confirmation. The travel voucher will be emailed to the Client once the FULL payment has been received.
- Client will receive the travel documents: e-tickets, vouchers and itinerary via email. Please print out these documents, as the Client will need to show them for all services during his/her visit to preferred destination.
- If by any chance our travel consultant is unable to obtain confirmation (if car rental/ or accommodation is not available) an alternative will be offered. If the Client does not accept the alternative the Client is entitled to cancel with a full refund of the deposit.
- 3R Leisure reserves the right to cancel bookings when services are not available (e.g. when a car rental is not available, when accommodation is unavailable, etc.).
- Booking services with 3R Leisure is available only to persons aged 18 years and older and that the Client has the right, authority and capacity to transact business and agree to abide by this Agreement.
- If the client is using the Services on behalf of another organization or entity, then he/she agrees to be bound by this Agreement on behalf of that Organization and





he/she represents and warrants that he/she has the authority to bind the Organization to this Agreement.

- By submitting a booking, Client warrants and confirms to 3R Leisure that he/she complies with these arrangements. This Agreement is published in compliance with, and is governed by the provisions of Sri Lankan law.

### 3. TERMS OF PAYMENT

- Please note that **all bookings require a Non-refundable Down Payment of 20% of the total package price at the time of the booking.**
- If the booking occurs less than 7 days before the Client's arrival date FULL payment is required. We accept payment through Bank Deposit.
- Credit card payment is only accepted when online booking is made through our website **www.3rleisure.com**, subject to the terms and conditions of our affiliate companies.
- If you prefer to pay for your booking with a bank transfer, please contact us and send us all the information regarding the booking, name of the guests, details of tour, type of preferred transportation, accommodation, arrival date and scanned deposit slip.
- All Prices quoted on 3R Leisure are LKR, USD or EURO and per person, unless otherwise specified. All payments are due in LKR, USD or EURO.
- 3R Leisure is not responsible for any changes in currency exchange rates that might occur from the time of booking until a refund is made.

#### 3.1 For Cash Payment Deposit through Banks



## 3R LEISURE

Experience beyond expectations

### BANK ACCOUNT DETAILS:

ACCOUNT NAME	3 R LEISURE PRIVATE LIMITED
BANK NAME	COMMERCIAL BANK OF CEYLON PLC
BRANCH	SEEDUWA BARNCH
BANK CODE	7056
BRANCH CODE	064
ACCOUNT NUMBER	1000740248 - LKR
SWIFT CODE	CCEYLK LX

ACCOUNT NAME	3 R LEISURE PRIVATE LIMITED
BANK NAME	COMMERCIAL BANK OF CEYLON PLC
BRANCH	SEEDUWA BARNCH
BANK CODE	7056
BRANCH CODE	064
ACCOUNT NUMBER	1000758755 - USD
SWIFT CODE	CCEYLK LX

ACCOUNT NAME	3 R LEISURE PRIVATE LIMITED
BANK NAME	COMMERCIAL BANK OF CEYLON PLC
BRANCH	SEEDUWA BARNCH
BANK CODE	7056
BRANCH CODE	064
ACCOUNT NUMBER	1000758700 - EUR
SWIFT CODE	CCEYLK LX

### 3.2 For Remittance from other Banks from other Countries

- International bank transfer can be instantaneous, or it can take 5-7 business days. In some cases, transfers will take even longer than this, however around a week is a fairly standard time frame for many overseas transfers.
- Please take note that currency rates depends from one bank to another and varies each day. Each bank has its own tariff and the pricing is subject to change.
- Please check with your bank for the corresponding fees and remittance charges from the Sending and the Receiving Banks.
- Please take note that 3R Leisure **will base the Client's payment from the ACTUAL (LKR, USD or EURO Currency deposit) to the Bank of 3R Leisure**. Remittance Fees from the Sending and Receiving Bank would be borne by the Client.
- **It is only upon receipt of payment from 3R Leisure bank that booking is confirmed. For more info about remittance processing, please check this site: (<https://www.highradius.com/resources/Blog/what-is-remittance-advice-how-do-you-use-them/>)**

### 4. VALIDITY OF PRICES

- All rates quoted or shown in our tariffs are based on current prices. 3R Leisure reserves the right to alter or change already published prices on the website without notice in the event of currency fluctuation, government taxes, or any such costs increases that is outside 3R Leisure control.
- 3R Leisure reserves the right to alter routes, itineraries or departure times without prior notice should this be necessary due to weather or other reasons that are beyond 3R Leisure control.





- Please notice that in the case of changes of flights, the passenger is responsible for any additional costs that become payable as a result of such changes.
  - Any increase due to changes in government laws, i.e. tax changes will be added to the invoice.
- 5. TRAVELLING WITH CHILDREN**
- If the Client is travelling with young children (from 2 years old to 11 years old), it is important to note that child seats are not provided for transfers and the legislation varies from one country to another.
  - Please see the Travel Voucher issued for details. Free accommodation stays for children are generally based on sharing existing beds in the room.
  - If the Client requires a separate bed, he/she must advise us at the time of booking, as there is a corresponding charge added to his/her booking.
- 6. SPECIAL REQUESTS**
- For any special requests, please inform us in writing when booking is made.
  - We are happy to pass your special requests on to the hotel, airline or other supplier but we cannot guarantee that it will be accommodated, however we will do our best given sufficient time of notice.
  - Unless and until specifically confirmed all special requests are subject to availability.
- 7. PASSENGERS WITH DISABILITIES**
- 3R Leisure makes every reasonable effort to accommodate all clients' needs; however, our vehicles are not equipped with disability access, wheelchairs and other disability aids.
  - We assume no responsibility for injury or any inconvenience in this regard. We cannot guarantee hotel rooms for our customers with disabilities either when booking and overnight trip with hotel accommodation included.
  - However, we will do our very best to try to reserve the appropriate room, if available. Clients' with disabilities and/or any other health issues must advise and inform 3R Leisure by email at the time of making the reservation.
  - We reserve the right to decline a booking should it be determined that we are unable to properly accommodate or meet our obligations towards that client(s) and or for safety considerations.
- 8. LOCAL PURCHASE**
- We cannot accept responsibility for any items that the Client may purchase locally i.e.: jewellery, food, souvenir items etc. and the quality and value of such cannot be guaranteed.
  - We recommend that the Client check whether or not any extra charges will be payable for import duty or freight and we are unable to assist with any costs that the Client may incur in this respect.





## 9. CANCELLATION TERMS/REFUNDS

- Once booking is confirmed and finalized, the Tour Package and All Land Arrangement bookings and the 20% down payment are Non-Refundable.
- There is No Refund for any unused tours, transport, hotels. However, in the event of natural calamities and force majeure, or mandated government cancellations, Clients may be entitled for a refund, subject to the Supplier's (ex. Hotel) Terms and Conditions.
- If the Client's Travel Package includes international or domestic air tickets, cancellation of airline ticket will be based on its cancellation policy, based on their fare rules.
- 3R Leisure only acts as an agent for the airlines and is not responsible if the said Airline cancels, reschedules, or delays a flight for any reason.
- In any case, 3R Leisure will extend necessary assistance to address concerns of guests and to safeguard their welfare, but the Airline Company will be responsible for the final decision on such requests.
- Additional and incidental expenses incurred due to delay, suspension, accidents and local conditions must be borne by the guest other than in case of failure of 3R Leisure.

## 10. FORCE MAJEURE

- World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions,
- Please take note that 3R Leisure is not responsible for changes which arise as a result of events outside of our control, such as technical or maintenance problems with transportation, changes imposed by re-scheduling or cancellation of flights by an airline, or main charter company, war or threat of war, riot, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics.
- 3R Leisure assume no responsibility for and shall not be liable for the acts or omissions on the part of any other party not under our control or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illness, weather hazards, or the suitability for a disabled person of any portion of any trip. 3R Leisure has no special knowledge of dangers during travel or at destinations.
- The client hereby expressly assume all of these risks and dangers, and expressly agree to forever release, discharge and hold us, and our agents, employees, officers, directors, associates, affiliated companies, guides, group leaders, and subcontractors harmless against any and all liability, actions, causes of actions, suits, claims, and demands of any and every kind and nature whatsoever which the client now have or which may hereafter arise out of or in connection with these risks and dangers.

## 11. LIABILITY

- Once the Client book through **3R Leisure**, he/she agrees to be legally bound by the following terms and conditions. 3R Leisure acts in good faith, acting solely as an intermediary and an agent for vendors and service providers (i.e Air and Sea Carriage, Hotel accommodation, Ground transportation, Tours, Meals, Cruises, Travel Insurance, etc.) and as such, it is not liable for breach of contract or any intentional or careless actions or omissions on part of suppliers, which may result in any loss, damage, delay,





injury, death, sickness, or accident sustained by the client and his travel companions in the course of availing the indicated services.

- This agency likewise shall not be responsible for any injuries, damages, losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, schedule changes caused by weather or road conditions, force majeure such as natural catastrophes, strikes, abnormal conditions or developments, or any other irregularities, actions, omissions or conditions outside the travel agent's reasonable control. By embarking upon this travel, Travelers (CLIENT/CUSTOMER) voluntarily assume all risks involved with such travel, whether expected or unexpected.
- **Luggage is at the owner's risk throughout the tour.** The fees for the use of porters are shouldered by the clients. All information on 3R Leisure website is subject to change and we reserve the right to correct any mistakes that may appear on our website. These general booking conditions are subject to change and we reserve the right to update these conditions without notice.
- 3R Leisure **reserves the right to refuse service to anybody.** Every client on board the vehicle must respect the tour guide and the time frame in which a tour is scheduled to occur when you stop for photos, breaks, hiking, walking or visiting a site of interest. 3R Leisure **is** not responsible for any delays caused by the customer or individual who does not comply with the time limit a tour guide recommends for each stop or site. Please note that overtime fees may apply if applicable.
- 3R Leisure reserves the right to remove any client who causes a disturbance to any individual in the vehicle, including the tour guide/driver, or poses as a threat to an otherwise smooth and safe trip.
- Some tours may include physical activities like hiking, walking, kayaking, riding an ATV (all-terrain vehicle), rafting, riding in vehicles, which involves risks. 3R Leisure does not assume any responsibility for any injuries, accidents or health issues that might be a result from any of these physical activities.
- All of our customers are responsible for evaluating the potential risks of participating in any of our tours that may involve physical activity. Please immediately inform 3R Leisure if Client has any health issues prior to making his/her reservation.
- Flight cancellations and delays of airlines are beyond 3 R Leisure reasonable control; hence, it accepts no responsibility over these events. In the event of any delay or suspension, it is the responsibility of the Airline Company to take the necessary remedial action to address the same and its consequences.
- In any case, 3R Leisure will extend necessary assistance to address concerns of guests and to safeguard their welfare, but the Airline Company will be responsible for the final decision on such requests.
- Additional and incidental expenses incurred due to delay, suspension, accidents and local conditions must be borne by the guest.
- Please be advised that it is the Client's responsibility to arrange proper exit/re-entry documents, validity of passport and visa for the country (ies) to visit. Given the possibility of changes to timetables, routing, programs, and (tour) prices, the same shall be subject to confirmation





- **Unused Tour Services are NON REFUNDABLE.** Whether you avail of the day tours or not, client would still have to pay for it since this is what is in the travel agreement. All Confirmed Bookings are already considered as **GUARANTEED Bookings** and as such are considered **NON REFUNDABLE**.
- Customers' retention of tickets, reservations, tour/hotel vouchers and other travel documents after issuance shall constitute consent to all of the above and an agreement on their part to convey hereto to their travel companions or group members.

## 12. DOCUMENTATION

- Where travel and health documents are necessary to comply with the requirements of the country you may wish to visit, then it is YOUR RESPONSIBILITY to procure them.
- If failure to obtain any such documents results in fines, surcharges or any other financial penalty being imposed upon us, then you agree to reimburse us accordingly.
- You must ascertain by consulting your own doctor, if necessary the specific precautions deemed prudent for the country or destination you intend to visit and to ensure that the appropriate medication, inoculations or other precautions are taken.

## 13. CONDITIONS OF CARRIAGE AND ACCOMMODATIONS

- **3R Leisure** is neither a carrier nor a provider of accommodations. Each journey (whether undertaken or not) that the Client booked by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage.
- Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of the applicable agreements are available for inspection at the offices of the carrier concerned.
- It is the Client's responsibility to re-confirm the onward or return sectors of any air journey with the carrier concerned and according to such carrier's terms and conditions and respective regulations.
- When Client book accommodations (whether provided or not), its availability or provision is subject to the 'house rules' of the hotel or other accommodation providing or undertaking to provide such accommodations.
- **Termination** - We reserve the right in our absolute discretion to terminate the client's travel arrangements without notice should the said client's behavior be such that it is likely in our opinion, in violation of any applicable governing laws, causes distress, damage, annoyance, or danger to 3R Leisure, or any of its staff, fellow travelers or any other person.
- In such circumstances, no refund or compensation will be due to the client. Clients should be guided by the Hotel's Check-in and Check-out policies. Each hotel varies in their check-in and check-out time. **Early Check-in is SUBJECT TO AVAILABILTY and Hotel Surcharge.**





## 14. TOUR GUIDES

- Clients should take note that Tour Guides and Tour Facilitators are NOT the personal maids of the guests/clients. A tour guide (U.S.) or a tourist guide (European) guides visitors in the language of their choice, provides assistance, information and cultural, historical and contemporary heritage interpretation to people on organized tours and individual clients at educational establishments, religious and historical sites, museums, and at venues of other significant interest.
- As such, Clients should not expect that the tour guides would personally assist to their every need. Carrying of Luggage are the responsibility of the clients. During meals, the tour guides will seat in the table next to the clients.
- If clients do not wish to sit beside the tour guide, please advise in advance so that we could make proper arrangements. Furthermore, a tour guide is also a human person who deserves some respect. Thus, we advise our clients to treat our tour guides with proper respect and decency.
- If clients need to reprimand the tour guide, please do so in a decent manner, otherwise, we would be constrained to cancel your tour without any refund.
- We reserve the right to refuse service to any person or business who may refuse to comply with our safety instructions,our tour itinerary, or to anyone who may pose a threat to our customers and/or our tour guide-drivers.
- Screaming at or insulting tour guides/drivers or fellow passengers or third party businesses and subcontractors is NOT ACCEPTABLE under any circumstances and will terminate and cancel your tour without any refund.
- Discrimination against a customer or a tour guide/driver for any reason is not acceptable either under any circumstance.

## 15. INSURANCE

- Please note that individual travel insurance is not included in the tour price and all medical costs and other costs involved must be paid for by the client. It is therefore strongly recommended that participants take out personal travel insurance, especially for the active tours.
- We strongly recommend to all of our clients to purchase comprehensive travel insurance prior to departure to meet any contingencies that would cover against cancellation charges, unexpected curtailment of your vacation, medical expenses arising overseas including repatriation, loss or damage to luggage and personal liability claims against you.
- Should you fail to secure such Travel Insurance coverage prior to your travel, then you accept full responsibility for yourself and all of the members of your party, and indemnify 3R Leisure and our overseas Philippine Travel agents and representatives (as applicable) for any and all costs that may arise, which would otherwise have been met, had such travel insurance been in force.

## 16. COMPLAINTS

- Our main goal is to provide our Clients with excellent services. If our Clients, for any reason, are not satisfied with our holiday package, we would like to hear about it. We







recommend our Client to contact us as soon as any incident occurs. All complaints must reach 3R Leisure **within** 10 days after Client's departure. Otherwise, any possible compensation entitlement will not be valid.

- Please call 3R Leisure (at add contact number), from wherever Client may be or email us at (email address to be added) If a problem arises during Client's trip, please contact us immediately, so that we can assist you.
- All notices and communications shall be in writing, in English and shall deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/ facsimile, with due acknowledgment of complete transmission to the following address:**3R Leisure (Pvt) Ltd, 76/ c, Kurana, Katunayake, Sri Lanka.**

*Any contract or dispute between us and these Reservations conditions are to be governed by and construed in accordance with Sri Lanka Law. Both parties agree to submit to the exclusive jurisdiction of the Courts of (ACT) It replaces all prior privacy policies issued by 3R Leisure We reserve the right to change our policy at any time. Visitors to this Travel Website should review our policies from time to time to stay abreast of changes.*

## 17. LAW & REGULATIONS

- At the very moment the client/agent agree to the terms and conditions they shall be governed by the laws and regulations applicable in Sri Lanka with regard to the application of the agreement.

## 18. PLEASE TAKE NOTE:

- 3R Leisure reserves the right to hire independent tour guide/drivers, subcontractors and/or contractors to facilitate our tours, shuttle services and travel packages.
- The Client assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of destination and connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Make sure to note rules are subject to change whether your travels are foreign or domestic. Many countries require the passport to be valid for six months or more after the date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.
- In the event that we are unable to facilitate your tour due to weather and/or road conditions, we will attempt to reach each location, site and destination using alternative routes but we are not liable nor responsible for these unforeseen weather/traffic conditions. No refunds will be available.
- 3R Leisure under no circumstances shall bear any responsibility whatsoever as to the belongings especially the valuables of the client. The safety of such belongings exclusively vests on the client.
- All photos or videos taken by our staff of our customers or passengers, during the capacity of the tour, trip or transfer, may be included on our website. Customers





hereby agree to the use of these photos and videos and under no circumstances can customers dispute.

- No substitution or refunds for any unused part of the tour(s) will be issued. All sales are final.
- No refunds will be issued for a no-show or unused portion of the tour.
- Tour guide/driver gratuities are not included in our tour price unless indicated on your tour voucher or email confirmation.
- Tour prices do not include additional incidental fees, unless otherwise indicated on your tour voucher or email confirmation.
- All vehicles operated by 3R Leisure are non-smoking according to Municipal and City Ordinances.
- We reserve the right to refuse service to any person or business who may refuse to comply with our safety instructions, our tour itinerary, or to anyone who may pose a threat to our customers and/or our tour guides/drivers. Screaming at or insulting tour guide-drivers or fellow passengers or third party businesses and subcontractors is NOT ACCEPTABLE under any circumstances and will terminate and cancel your tour without any refund. Discrimination against a customer or a tour guide-driver for any reason is not acceptable either under any circumstance.

