# **Nova Travel - Terms and Conditions**

## Last updated: 25/09/2024

These Terms and Conditions govern the relationship between you ("Client") and Nova Travel, in connection with the services we provide. By making a booking with Nova Travel or using our website, you agree to be bound by these terms on behalf of yourself and anyone else named in the booking.

#### 1. The Contract

By booking with Nova Travel, you accept these Terms and Conditions on behalf of yourself and all those named on the booking, including minors and persons under a disability. A contract is formed when Nova Travel issues a confirmation invoice or email. Nova Travel reserves the right to decline any booking at its discretion. These Terms and Conditions constitute the entire agreement between Nova Travel and the Client.

#### 2. Products and Suppliers

Nova Travel acts as an intermediary for services provided by third-party suppliers such as airlines, hotels, and tour operators. Each Supplier has its own terms and conditions, which are applicable in addition to our general terms. You will enter into a separate contract with the Supplier, and Nova Travel will not be held liable for any breaches or changes by the Supplier.

## 3. Deposits

A non-refundable deposit is required at the time of booking to secure your reservation. If a booking is made 60 days or less before departure, full payment is required. The deposit amount and payment terms will be confirmed at the time of booking. If final payment is not received by the due date, Nova Travel reserves the right to cancel your booking.

#### 4. Final Payment Schedule

The balance of the tour price is due 60 days before the departure date unless otherwise stated. If full payment is not received by the due date, Nova Travel may treat your booking as canceled, and cancellation fees will apply.

#### 5. Visa Processing

When processing visas through Nova Travel, payments made for visa processing services are **non-refundable**. The approval or rejection of a visa application is solely at the discretion of the embassy or consulate of the relevant country. Nova Travel acts as a facilitator and cannot influence the decision-making process of the embassy. Therefore, Nova Travel cannot be held responsible for any rejection of visa applications, and no refunds will be issued if the visa is rejected.

#### 6. Cancellations by the Client

If you need to cancel your booking, it must be done in writing and acknowledged by Nova Travel. Cancellation fees are determined based on the notice given before departure:

• 60 days or more: Loss of deposit.

- **59-30 days**: 50% of the total cost.
- Less than 30 days: 100% of the total cost.

We strongly recommend purchasing travel insurance to cover cancellation charges.

#### 7. Cancellations by Nova Travel

Nova Travel reserves the right to cancel a trip for any reason, but we will not cancel a tour less than 60 days before departure, except in cases of force majeure or unforeseen circumstances. If we cancel a tour, you can choose to receive a full refund or apply the credit to an alternative trip. Nova Travel is not responsible for incidental expenses (e.g., visas, non-refundable flights).

## 8. Changes by Nova Travel

While we will strive to operate tours as advertised, it may be necessary to make changes to the itinerary due to unforeseen circumstances. In such cases, we will offer alternative arrangements or refunds for unused services. If a major change is required, affecting at least one in three full tour days, we will notify you as soon as possible.

## 9. Changes by the Client

If the Client requests changes to their booking (such as name changes or date modifications), Nova Travel will apply service fees along with any Supplier-imposed fees. Requests made less than 60 days before departure are subject to availability and additional costs. Changes are not guaranteed and are subject to the terms of the Supplier.

## 10. Medical Conditions and Special Requirements

It is your responsibility to notify Nova Travel in writing of any medical conditions, disabilities, or special requirements at the time of booking. We will do our best to accommodate your needs, but these requests do not form part of the contract, and Nova Travel is not liable for any failure to meet these requests.

# 11. Unused Services

There will be no refunds or credits for any unused services, including voluntary or involuntary termination of a tour (e.g., illness, missed flights, or early departure).

## 12. Travel Documents and Passports

Clients are responsible for ensuring that all travel documents (passports, visas, permits, vaccinations, etc.) are valid and up to date. Your passport must be valid for at least six months beyond the return date. Nova Travel is not responsible for any issues arising from missing or defective documentation.

#### 13. Insurance

It is mandatory for all Clients to have travel insurance, which includes coverage for medical expenses, cancellations, and loss of personal property. Nova Travel will not be liable for any claims arising from uninsured travel. We strongly recommend that you purchase insurance that also covers cancellation and curtailment.

#### 14. Pricing and Payments

All prices are subject to change until final payment is received. Prices may fluctuate based on currency exchange rates, supplier price changes, and government taxes. Once full payment is made, no additional price changes will be applied. Nova Travel reserves the right to collect additional payments if required due to unforeseen tax increases or surcharges.

#### 15. Airline Reservations and Flight Delays

Airline tickets issued by Nova Travel are subject to the terms and conditions of the airline. Nova Travel is not responsible for airline schedule changes, delays, or cancellations. It is the Client's responsibility to reconfirm flight schedules at least 72 hours before departure. Any additional costs incurred due to airline delays are the responsibility of the Client.

#### 16. Client's Acceptance of Risk

The Client acknowledges that travel involves inherent risks, including, but not limited to, accidents, illness, and natural disasters. By booking with Nova Travel, the Client agrees to assume all risks and releases Nova Travel from liability for any damages, injuries, or losses incurred during the trip.

#### 17. Authority on Tour

The decision of the tour leader or Nova Travel representative is final on all matters related to safety and well-being. If the Client fails to comply with the laws or regulations of the destination or disrupts the tour, Nova Travel reserves the right to terminate the Client's travel arrangements without refund.

## 18. Complaints and Claims

If you have a problem during your trip, please notify the relevant service provider or Nova Travel as soon as possible so that we can address the issue. If the issue is not resolved, you must submit a written complaint to Nova Travel within 30 days of completing your tour. Failure to do so may limit your ability to claim compensation.

#### 19. Privacy Policy

Nova Travel values the privacy of our Clients and takes all reasonable measures to protect your personal information. We collect, store, and process your data in accordance with our Privacy Policy, which is available on our website.

## 20. Changes to Terms and Conditions

Nova Travel reserves the right to amend these Terms and Conditions at any time. Any changes will be posted on our website, and it is the responsibility of the Client to review these Terms and Conditions before booking.

#### 21. Applicable Law and Jurisdiction

These Terms and Conditions are governed by the laws of Sri Lanka and are subject to the exclusive jurisdiction of the courts of Sri Lanka.

#### **Contact Us**

If you have any questions or need further information, please contact us at:

# **Nova Travel**

Address: 217/4D, Galle Road, Ratmalana North, Mount Lavinia, Sri Lanka

Phone: +94 70 311 9447 Email: Info@novatrav.com

Website: https://www.novatrav.com/