

These terms and conditions consist of important informations about Coconutz Tours that should be read carefully. These terms and conditions define the booking conditions and binds you and our company Coconutz Tours when you book a tour, transportation or activity with us, whether it is made online, offline or through a third party such as a travel agency. For any questions regarding the following terms and conditions, please feel free to email us to info@coconutztours.com.

A copy of the present terms and conditions is available on simple request thru e-mail. If you don't have an e-mail account, we should provide you with the necessary Internet connection for you to access them or, if not possible, indicate you the URL (<https://coconutztours.com/terms-conditions/#page-content>) where you can read them.

You will always find an up-to-date version of the Terms and Conditions on our website.

BOOKING CONDITIONS

The following sections defines the conditions where a booking is made and the procedure happening from right after your payment until the actual day of your tour, transportation or activity. It refers more specifically to the online booking procedure and details the main steps of it.

BOOKING PROCEDURE

From the online booking part of our website (which is located at <https://coconutztours.com/coconutz-tours/reservation/>) you can find a variety of tours including island hopping tours, overnight camping tours, private tours, as well as transportation services such as mini-vans, and vehicle rentals (such as motorbikes, cars and kayaks).

To book a tour or activity, which can be organised and offered by us or by third parties such as tour agencies, van companies, boat companies, vehicle renters, dive centers and other tour organisers, click on the activity you wish to access.

On the booking page for a tour, you'll get to indicate the booking options of your choice (for example, the number of participants, the date of the activity, etc.), you complete your booking clicking on the "confirm booking" button.

BOOKING PAYMENT

If you book a tour you can choose between the following payment methods; cash on arrival (pesos), iDEAL or PayPal. The following paragraphs give more information

about how they operate and how they may appear on your bank statement.

About payments with cash on arrival: You need to pay the total amount of your booking one day before departure. In consideration we can make an exception. For example if you book for the tour and it start in 24 hours. It's possible to do the payment before 9 AM at the day of the activity.

About payments with PayPal: We will send you a payment link with the total amount of your booking. You need a PayPal account to do the payment. The transaction will appear on your bank statements under the name of "PAYPAL*R.B. BOKSEBELD".

About payments with iDEAL: We will send you a payment request with the total amount of your booking. You need a iDEAL account to do the payment. The transaction will appear on your bank statements under the name of "iDEAL*R.B. BOKSEBELD".

Note that only tours, transportations or activities for which a payment (full or partial) has been issued are considered booked.

BOOKING CONFIRMATION

When booking online, you will also receive an automated email containing the details of your booking as well as your unique order number. For that matter, it is important that you provide us with a valid email address that you access regularly. In case you wouldn't be able to access a printer, you can alternatively print it to the PDF format and save it into your smartphone.

After your booking is manually reviewed and confirmed by a member of our team, we'll send you a confirmation email containing the practical informations regarding your booking, such as what to bring for your tour, the meeting point, the time and hour of departure, the contact numbers to reach us easily and other important or useful informations we may want to share with you regarding your specific booking.

This email should be sent to you shortly after your booking, generally within a 72 hours time window. If you weren't receiving this email more than 3 days after your booking, this could indicate a problem with your booking such as a non processed payment, a problem with your email inbox such as a filter applied by your email provider, or a problem with our own email system. In any of these case, the procedure to follow is to contact us directly either by email to info@coconutztours.com or, if your booking is planned in less than 72 hours, by phone to the number(s); +31 616 950 366 or +63 927 162 1970. You can also contact us:

facebook messenger (Coconutz tours) or Whatsapp: +31 616 95 03 66.

TOUR INCLUSIONS

The inclusions available with each activity are defined on the homepage where you can book this activity. For example, you can find the inclusions of island camping on the homepage. These inclusions will be listed in the “included in the price” area.

LICENSED CREW MEMBERS

All the island hopping tours we organise in Port Barton are including the presence and guidance of a licensed boat captain and motorman. This license is issued by the Marina and testifies of a professional training and knowledge.

ECO-TOURISM CARD (ETC)

Except if indicated otherwise for certain tours (such as private tours, overnight campings and adventure tours), the ETC is not included with your booking and you might have to either present your existing valid ticket or pay for a new ETC ticket before embarking on your tour. This matter is generally dealt with when you come to visit us on the day prior to your tour.

CANCELLATION POLICY

The following sections defines the cancellation policy applied in different conditions. When the cancellation is originating from the guest, whatever the circumstances in which this cancellation takes place, a cancellation fee may apply. When the cancellation is originating from us, whether it is due to weather conditions or other circumstances, the guest shall be granted a full refund.

CANCELLATION BY GUEST

This section defines the cancellation policy applied when a tour, transportation or activity is cancelled by the guest (i.e. the person who made the booking or to whose name the booking was made).

- If a guest cancels a booking more than 30 days before the booking date, a fee of 5% of the total booking amount is applied.
- If a guest cancels a booking less than 30 days before the booking date, a fee of 15% of the total booking amount is applied.
- If a guest cancels a booking less than 14 days before the booking date, a fee of 20% of the total booking amount is applied.
- If a guest cancels a booking less than 7 days before the booking date, a fee of 30% of the total booking amount is applied.

- If a guest cancels a booking less than 48 hours before the booking date, a fee of 100% of the total booking amount is applied.
- In case of no show-up of the guest, a fee of 100% of the total booking amount is applied.

CANCELLATION BY US OUR BOOKING AGENCY

This section defines the terms and conditions of a cancellation originating from us. If the tour, transportation or activity you booked has to be cancelled because of conditions such as bad weather, natural calamities, insecure political climate or any external event or condition that makes it not viable for us to operate it, you'll get the following choice:

- Reschedule your activity
- Get a full refund

We are not responsible for any incidental expenses that you may have incurred as a result of your booking.

RESCHEDULE OR CHANGE DATE

You can reschedule or change the date of a tour, transportation or activity, within the following terms and conditions:

- A change of date made before receiving our confirmation email (with practical informations) is free of charge.

- A change of date required after receiving our confirmation email is subject to a reschedule fee of P500.
- A request for rescheduling an activity can be made by email up to 5 days before the departure time.
- A request for rescheduling an activity happening less than 5 days before the departure time has to be made exclusively by phone, through the phone numbers given in our confirmation email.
- A tour cannot be rescheduled less than 48 hours before the departure time, except if the reschedule is validated by a member of our team during your phone call.

A request for rescheduling an activity processed through the wrong channel (for example in contradiction with the previous points) leading to a no show-up will be considered a no show-up.

REFUND POLICY

When you get either a full or a partial refund, the mean of payment used for your booking shall be the one used to proceed to your refund. For instance, if you used PayPal to make your booking, your refund will be made through PayPal and not by any other means.

When asking for a refund for a booking made online, you shall send an email to info@coconutztours.com with your booking order number and a brief message explaining

the nature of your request. Once confirmed, we'll proceed to your refund in a diligent manner.

You can cancel or modify your trip with us in accordance to the Cancellation Policy above. But if you're cancelling 180 days after you made your initial booking, regardless of the date of the booked activity, there will be a -5% due to PayPal charges. You will thus get the refunded amount accordingly to our cancellation policy minus this 5% fee used to cover the PayPal's fees we already paid. If you choose to receive this money back by PayPal or by any other way, the fee incurred by the chosen method will be deducted from the refunded amount.

THIRD PARTY COMPANIES

When booking through us services including, but not limited to, van transfers, boat trips, vehicle rentals, scuba diving sessions, Coconutz Tours only acts as a booking, leasing and collecting agent. When booking activities others than island hopping tours, you should always assume Coconutz Tours only acts as a booking agent in that matter.

It may also happen that, depending on the number of guests who have booked a specific island hopping or adventure tour with us or for any other reason, it is not viable for us to operate it. In that case, we may pass

the tour to another licensed tour organiser. The conditions applying to this eventuality are detailed in the following sections.

TRANSPARENCY POLICY

Our staff should be able to inform you of the exact name of the company organising your tour or activity, either before or after your tour or activity. For tours, this information will generally be given to you on the day before your booking date. If for any reason the name of the third party company couldn't be provided at that time, you could get this information on a simple request made by email (info@coconutztours.com) or by asking our competent staff.

The non communication of this information before the happening of your tour, transportation or activity shouldn't be regarded as any sort of breach in our limitation of liability since the acceptance of the present terms and conditions includes the acceptance of having your activity potentially or effectively transferred to third parties.

TOUR TRANSFER

We aim to organise a maximum of tours ourselves but, in some conditions and especially for public tours, it is sometimes not viable for us to operate a particular tour. In that regard, we may cancel your tour or transfer it to another tour organiser that we have selected for the quality of their service and the positive feedbacks we received from our guests. However, these tour organisers operate independently from us and are not part or employees of our company. Therefore, we do not assume liabilities on their behalf, and only act in that matter as a booking, liaising and collecting agent.

In accordance to our policy transparency, you shall be able to ask for the name of the company organising your tour at any moment. If not us, this name should be provided to you on the day before your tour or in the morning of your booking date, before the departure of your tour. It can happen that our staff fails to inform you of that change of tour organiser or of the name of the third party company. If that information is not communicated, you shall ask to our competent staff to confirm the name of the company organising your tour before joining it.

You can decide not to go on the tour with a third party tour organiser, up until the moment when the tour starts. In that event, you can get a refund of your booking or use the amount of your booking for another activity. If you effectively join or accept to go on the tour or activity they organise and

operate, your booking with us is effectively cancelled and transferred to the other tour organiser and it means you're accepting our disclaimer of liabilities.

LIMITATION OF LIABILITY

Coconutz Tours cannot be held responsible, or in any way liable, for such things as property losses or damages, personal losses, accidents, medical expenses, repatriation expenses, helicopter rescue, air ambulance, injuries or death for any reason, whether through activities organised by us or booked through us, or caused to you by third parties connected or not connected to us. We're not liable for any additional expenses (including but not limited to, visas, accommodation expenses, non-refundable flights or transportation tickets) incurred by a guest whatever may be the reason or circumstances of these expenses.

THIRD PARTIES

We contract with a network of partners including, but not limited to, van companies, boat companies, tour guides, tour organisers, dive centers, hotels, inns and resorts, to assist in the running of our activities. We are not liable nor

responsible for the acts and omissions of these third parties. To the fullest extent of the law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the terms and conditions found here, is excluded;
- you release us and our officers and employees from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip;

any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

BOAT TRAVEL & SEA ACTIVITIES LIABILITY RELEASE AND ASSUMPTION OF RISK

In addition to the limitation of liability stated in the paragraphs above, but without limiting them or replacing them, every guest participating in Boat Travel and Sea Activities organized by the company or its partners is required to sign a Liability Release and Assumption of Risk Agreement. This document can be reviewed and checked [here](#).

This document, signed and filled for each participant (and by their parent or guardian for minors), will have to be remitted before going on your tour. We reserve the right to refuse boarding for any participant that would refuse to sign or agree to some terms of this agreement. In that case, a cancellation fee will apply as per the Cancellation Policy above.

PHYSICAL FITNESS AND HEALTH REQUIREMENTS

Participating in tours, boat travel and sea activities require the guest to be mentally and physically fit. Especially for tours lasting several days and exploring more remote places, like the Island Camping tour, we need to make sure that the guest is in a good health and hasn't been sick recently. This is to avoid the spreading of the virus and/or bacterias causing conditions such as stomach flu, gastroenteritis and food poisoning, in the confined environment offered by a boat travel.

If a guest has been sick in the previous 48 hours, the company reserves the right to refuse the boarding of the guest, especially on a public tour as it would constitute a health hazard for the rest of the participants and the crew. Per the limitation of liability here above, the company

cannot be held liable for such refusal to board based on a self assessed medical condition. It must be noted that the “physically fit” expression present in the Liability Release and Assumption of Risk Agreement mentioned in the previous paragraph includes the absence of any potentially contagious condition.

COMPLAINTS

If you have a complaint regarding a tour or activity organised by us, please reach us by writing to our email address info@coconutztours.com or by giving us a phone call to the number(s); +31 616 950 366 or +63 927 162 1970. If such a complaint is received, Coconut tours will agree to investigate. Depending on our findings, we may act upon the complaint to attempt to rectify the matter.

INSURANCE

We oblige that if you intend to go on any tour or activity during your trip, you contract an insurance that will cover your intended activities. A good insurance should offer enough protection for full duration of the trip which covers your planned activities, personal injury, death, medical expenses, repatriation expenses, helicopter rescue, air

ambulance and adequate cover for baggage and valuables.

DAMAGED OR LOST COMPANY PROPERTIES

If during the delivery of the service a guest causes a damage or loss to the company properties (including but not limited to items such as mask, snorkels, tents, mattress, towels, tableware, the boat, other components), the company can ask the guest to cover the cost that he incurred by damaging or losing (either voluntarily or involuntarily) the said properties. This chargeable amount should be reasonable and in accordance to actual cost incurred by the replacement or the repair or the said item(s).

PRIVACY POLICY

While using our services such as online booking, we may collect personal data about you, such as your name, address, email, IP address and phone number. They are collected only for their intended purposes such as communicating with you about your booked tours or

activities, collecting your payment, allowing you to post a comment or send us a message from the website, creating your user account on the website and organizing your tours or activities.

You have a right to access, modify or delete these informations and can require a simple request sent to our postal address Risal St. , Port Barton, San Vicente, 5308, Palawan, Philippines phone number +63 48 433 1963. We will delete your data if we are not legally obligated to keep them. You can also modify the data registered in your account directly by accessing it on this website.

We have to protect the privacy of the users of our website and the data of our guests. We provide a secured connection to our website thanks to the online exchanges thanks to the SSL protocol. Note that our website may use cookies in order to support your experience throughout the website and its online booking. These cookies are simple file text downloaded to your browser which are not linked to your personal identity. They are for example used to track the content of your cart throughout the website, or to measure our visitors interactions with the website with a service such as Google Analytics.

The contractors that we work with and that may collect your data are due to respect high standards of security and have their own privacy policy to protect your rights. These

subcontractor companies include Versio (web host and email provider), WordPress (web content distributor and security enhancer), Google (offering email, calendar and other web-based services), PayPal (secured online payment solution) and iDEAL (secured online payment solution). You can find their own privacy policies on their respective websites for more information.

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