



Terms and Conditions

The following terms and conditions apply to all bookings and travels organized by Kapwa Travel, operator and owner of the website <http://kapwatravel.com>

For this purpose, the terms **booking** and **travel** shall include any combination of international or domestic flights from your point of origin to your final destination, and include all resorts, accommodations, hotels, resorts, tours, transfers, trips, excursions and rentals that have been organized on your behalf by Kapwa Travel.

“You” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date). “We”, “us” and “our” means Kapwa Travel, registered address:

Kapwa Travel & Tours Inc.
Villa Teresa, Commercial Building
Block 2, Lot 2, Unit 6
M. L. Quezon National Highway
Gabi, Cordova, 6017 Cebu
Philippines

TIN: 009-871-706-000

Line of Business / Industry: Activities of Tour and Travel Agencies (6351)

Kindly read our terms and conditions carefully. By booking of any of our travels or tour services, you have agreed for the following conditions below:

1. General

1.1. General health requirements

Most of our tours are not suitable if you have any disability or have reduced mobility (including being confined to a wheelchair). Therefore, in the interest of safety and comfort for all groups as a whole, you must be fit enough to participate or alternatively you must have an able-bodied carer to assist you in the tour.

1.2. Disability or Medical Condition

If you have any medical condition or disability which may affect your holiday or any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking.

In any event, you must give us full details in writing at the time of booking and whenever any significant change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed.

1.3. Public Holidays

Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays such as Chinese New Year, which affects many countries, may result in a reduction of facilities and entertainment. Others are somewhat chaotic but great fun to be a part of. We suggest that you take this into consideration.

1.4. Other Resort or Hotel Guests

Many resorts and hotels, especially in cities and major resorts, accommodate conventions and conferences. Also, at certain times of the year, some destinations have an influx of groups such as students, associations or clubs. The resorts and hotels we feature are shared with guests from many countries with different cultures and customs.

We have no control over the acceptance of bookings at the hotels we feature other than our own. We are therefore unable to accept any responsibility for any inconvenience caused by such groups or their activities.

1.5. Weather

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.

2. Booking

When you make a booking with us, you undertake that you have the authority to accept and do accept these booking conditions on behalf of yourself and your party. A contract will exist upon our accepting any monies from you towards the booking or upon the issue of our booking confirmation.

2.1. Payment

When you make a booking with Kapwa Travel and we accept it, 50 % of the total cost of the travel becomes due and payable immediately (plus airfare, where applicable). The remaining balance of 50 % of the total cost must be credited to Kapwa Travel a minimum of 30 days before your scheduled arrival. If the deposit and/or balance is not paid in time, we shall

cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit.

2.2. Payment methods

Kapwa Travel accepts payment via: (1) bank deposit, (2) Western Union, (3) direct cash.

2.3. Prices

Prices are fixed at the time of booking and generally will not be subject to any surcharges, unless otherwise stated.

Please note that all rates are determined based on the actual time of travel, and not the booking date.

2.4. Changes by you

If you wish to change your booking with Kapwa Travel in any way and we can accept the change, we reserve the right to charge 1500 PHP or more per person, per amendment provided that your instructions are provided in writing, and are received at least 30 days prior to your scheduled arrival. Thereafter, except as provided by applicable law, cancellation charges as specified in "2.6 Cancellation" below, shall apply.

2.5. Amendments by us

In the event that changes may become necessary, we reserve the right to make at any time. Most of these changes are minor and we will advise you at the earliest possible date. Flight times and carriers set out in publicity material are subject to change and all details given to you are for guidance only.

Confirmed dates will be as shown on your itinerary and air tickets. Should a material change become necessary, we will inform you as soon as reasonably possible. You may decide whether or not to accept the change, however you must accept or reject the proposed change in writing within 48 hours of notification, otherwise we will assume that you have accepted the proposed change.

2.6. Cancellation

You or any member of your party may cancel all or part of your travel at any time, provided that the cancellation is made in writing to us by the person who made the original booking. You will receive a refund of the amount paid (excluding any amendment charge) less the cancellation fees specified below.

Period before scheduled arrival date that notice of cancellation is received

Cancellation charge as % of booking price / travel price

> 46 days	5%
46 – 31 days	25%
30 – 22 days	50%
21 – 8 days	75%
7 – 3 days	90%
< 3 days	100 % (no refund)

Special note:

If your travel includes international or domestic air tickets, and Kapwa Travel acts as an agent for the airline or flight consolidator, then the airline or flight consolidators' cancellation or amendment charges plus any incidental charges shall apply.

We reserve the right in any circumstance to cancel your booking. However, in no case will we cancel your booking less than 30 days prior to arrival, unless it is for reasons outside of our control or for non-receipt of payment by you. If we do cancel your booking (other than for late or non-payment) we will offer you a full refund of all monies paid in respect of the travel booking.

2.7. Accommodations

As we do not control the day-to-day management of your accommodations, it is possible that we may be advised that the reserved accommodation may not be suitable or available upon your arrival. If this happens, we will aim to provide accommodation of at least the same standard, in the same geographic area. If only accommodation of a lower standard is available, then we will refund the difference of the advertised price between the accommodation booked and that available together with compensation of PHP 1000.00 per person for your inconvenience.

Important Notice: We are 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, civil strife, industrial disputes, natural disasters, bad weather or terrorist activity.

2.8. Our Liability

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your travel. However we will not be liable where any failure in the performance of the contract is due to:

you; or a third party unconnected with the provision of the travel and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel paid by or on behalf of the persons affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

If your booking includes flights or accommodations or other services, provided by someone other than Kapwa Travel or its appointed agents, then your contract shall be - whether Kapwa Travel has acted as the agent or not - subject to the conditions set forth in the applicable operator's policies. In the case of an airline, the airline's applicable booking conditions. These conditions do not affect your statutory rights.

Any arrangements which you make while on your vacation and which are not made through Kapwa Travel are ones for which we have no responsibility or liability.

2.9. Force Majeure

We are not obliged to pay you any compensation if we have to cancel, change or amend your travel in any way because of unusual or unforeseeable circumstances beyond our control. These can include, f. e., war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

However, in case of cancellation we will try to retrieve as much money as possible for you from hotels, transportation services and other suppliers, that has been used for upfront-payments for your tour.

2.10. Assumption of Risk for Adventure Activities

You and all members of your party have voluntarily applied to participate in adventure activities on which you and all members of your party are booked, which will involve sightseeing tours, trekking, bird watching, rafting, snorkeling, diving, kayaking and/or other outdoor and adventure sports. You and all members of your party have voluntarily participating in these adventure activities with the knowledge of the numerous risks and dangers involved, which include but are not limited to:

dangers and risks inherent in adventure activities; emotional trauma; disfigurement; temporary or permanent disability, including paralysis; death; forces of nature; transportation failures; equipment failures; accident or illness in remote places without access to medical facilities, transportation, or means of evacuation and assistance; unexpected events; terrorist activities, social or labor unrest; mechanical or construction failures or difficulties; diseases;

local laws; climatic conditions; abnormal conditions or developments; or any other actions, omissions, or conditions outside of Kapwa Travel's control.

2.11. Conditions of Carriage & Accommodations

We are neither a carrier nor a provider of accommodations. Each journey (whether undertaken or not) that you book 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 your responsibility to re-confirm the onward or return sectors of any air journey with the carrier concerned or such carrier's duly authorized travel agents and according to such carrier's regulations. When we book accommodations for you, your stay is subject to the 'house rules' of the resort or hotel.

2.12. Unused Services

No refund will be due to you in respect to the non-utilization of any part of the travel arrangements made for you by Kapwa Travel.

2.13. Termination

We reserve the right in our absolute discretion to terminate your travel without notice should your behavior be such that it is likely in our opinion, to cause distress, damage, annoyance or danger to any other person. In such circumstances, no refund or compensation will be due to you.

2.14. Complaints

We do our very best to ensure that your travel arrangements go according to plan. However, if you have a complaint arising out of what we have agreed to provide for you, please let us know at the earliest possible opportunity.

3. Your responsibilities

3.1. Booking confirmation & confirmation invoice

It is important that you check the details on your booking confirmation and confirmation invoice once you receive it.

3.2. Passport, Visa and Health Requirements

It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa or immigration requirements.

3.3. Flight tickets

Approximately 14 days before arrival you will receive your flight tickets together with other information concerning your holiday. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries.

3.4. Valuables

For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances, as well as basic essentials such as a change of clothing and toiletries. It can be easy to lose items but it is your responsibility to look after your property at all times and end you must ensure you are adequately covered by comprehensive insurance. If you lose any personal items whilst on holiday, please obtain a written report from a local representative, or police, to help with any insurance claim upon your return.

3.5. Damages

You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and we will automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.

3.6. Insurance

It is a condition of booking that you and all members of your party have comprehensive travel insurance cover and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organized and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you whilst on holiday.

4. Applicable Law

Any contract or dispute between us and these reservations conditions are to be governed by and construed in accordance with Philippines law. Both parties agree to submit to the exclusive jurisdiction of the Courts of Cebu City, Philippines.

5. Severability Clause

The illegality, invalidity or unenforceability of any term or condition shall in no way impair or invalidate any other term or condition, and all such other terms and conditions shall remain in full force and effect.

6. Effective Date

The effective date of these Terms and Conditions is September 30, 2017.