

Daytripper Terms and Conditions

updated on November 10, 2015.

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Definitions

- "Baggage" means any personal property brought by the Passenger to our vehicles on the scheduled trip.
- "Booking Confirmation" means the confirmed reservation with our system of which you will receive a copy by email or given a booking number by sms.
- "Cancellation" means the act of calling off a booking or a trip.
- "Chartered trip" is a renting the whole vehicle for the worth of the total number of seats.
- "Damage" includes death, bodily injury to a Passenger, loss, partial loss or other damage, arising out of or in connection with carriage by land.
- "Fare" is payment in consideration for the carriage of a passenger
- "Initial Booking" is a booking/reservation made prior to payment
- "No-show" is the failure of the passenger to appear at the designated pickup place within the appointed pick-up time or within the departure time.
- "Paid booking" is a booking that has been fully paid by the passenger
- "Passenger" is any person availing of our service and is confirmed of a seat
- "Person with disability" or "PWD" means any person who is suffering from restriction or different abilities, as a result of a mental, physical or sensory impairment, to perform an activity in the manner or within the range considered normal for a human being.
- "Person with Reduced or Limited Mobility" or "PRM" (EU Regulation No. 1107/2006) means a person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers
- "Seat" is a seat in our vehicle.
- "Senior citizen" refers to any resident citizen of the Philippines at least sixty (60) years old.
- "Trip" means the one-way land transportation with us indicated in the Booking Confirmation (for example: Puerto Princesa to Sabang to El Nido in one).
- "We", "Us" or "Daytripper" refers to us, Daytripper, Inc. as a corporate entity.
- "You" refers to the passenger who is/wishes to avail/ing of our service.

Booking Confirmation

We will carry a Passenger/s only if (a) he/she/they have a confirmed booking confirmation ticket with a copy sent by email or by sms with a booking number, (b) if his/her/their booking is confirmed

in the reservations system, and (c) upon presentation of proof of identification to the driver. Reservations are valid only for the trip stated in the Booking Confirmation. By accepting the Booking Confirmation, the Passenger is deemed to have read and understood this General Terms and Conditions and agrees to be bound thereby.

Fares, Taxes, Fees and Charges

The applicable fares are published electronically or through any other medium. We may revise our fares without prior notice but we will publish all fare changes on our website. All fares are inclusive of government taxes and any other fees.

Fares must be paid in full prior to the trip departure.

Inclusion

Each trip with Daytripper, Inc. includes:

- Pick up and drop off of passengers if not to the hotel, the nearest point possible to the hotel
- Basic passenger insurance
- Baggage

Baggage

We encourage our passengers to bring only a reasonable amount of baggage. By reasonable it means a maximum of one (1) large and (1) medium suitcase per passenger. We may refuse carriage to passengers who bring excessive amounts of baggage or oversized baggage if it has not been pre-arranged with us and causes inconvenience to other passengers or to the trip in general. This includes bicycles, wakeboards, large sports equipment and gears, etc.

Infants

Infants (a) sitting on an adult's lap and (b) below two years of age will be not be charged as long as they sit on an adult's lap. Only one infant may be allowed to sit on the lap of every one adult. Although we allow this, we do not encourage you to take this option as the nature of the trip will make the passenger carrying the infant weary and tired.

Senior Citizens and PWDs / PRMs

A PWD or PRM is entitled to a twenty percent (20%) discount on regular fare only upon presentation of a valid Identification Card issued by the National Council on Disability Affairs (NCDA) or a local government unit. The PWD / PRM must send a copy of their valid PWD/PRM to us by email after booking.

5.6.2 A Filipino Senior Citizen (FSC) is entitled to a twenty percent (20%) discount on regular fare and exemption from Value Added Tax (VAT) on fares only on the purchase of the itinerary for the FSC's exclusive use. Provided that, after booking, a senior citizen may present the following as proof of identification: **Senior Citizen's**

Identification Card issued by the OSCA in the city or municipality where the person resides.

Age

General Policy: We have no maximum age for passengers who wish to avail of our services. However, all passengers under the age of 16 must be accompanied by an adult who is responsible for the child's care OR must have parents' consent/waiver for the booked trip.

Children (of any age) are considered as one person. One seat = one person, regardless of age.

Expectant Passenger

An Expectant Passenger must advise us of the progress of her pregnancy upon booking. We do not accept for carriage Expectant mothers with age of gestation 34 weeks and beyond. Expectant mothers are required to accomplish and submit a Special Handling Form as a precondition to acceptance for carriage depending on the stage of their pregnancy, as follows:

Pregnancy below 24 weeks only the Special Handling Form is required

Pregnancy 24 to below 34 weeks: the Special Handling Form is required to be presented together with a medical certificate stating age of gestation with notation "Fit to Travel" and signed by the pregnant passenger's personal OB-Gyne. Pregnant passenger must complete her travel within the validity period of the medical certificate which should be seven (7) days from date of issuance

Pregnancy 34 weeks and beyond: we will refuse carriage of the pregnant passenger.

Reservations & Seating

Reservation

You may make reservations for up to the total number of seats available in the vehicle. You can also book the whole vehicle for yourself or your group for a trip if you purchase all the seats for that trip and IF no one else has any booking for that trip.

Bookings made be made directly online at <http://www.daytrippalawan.com/book-here/>, by email at [booking\(at\)daytrippalawan.com](mailto:booking(at)daytrippalawan.com), by phone at our listed phone numbers or through our partner travel agencies and hotels.

Unconfirmed Trips

For some trips that have been marked as quota requiring a minimum number of passengers to run, you may proceed with reservation and booking and you will receive a notification of booking request received on a trip that is UNCONFIRMED. As long as the trip's status is "not confirmed" as indicated in your reservation ticket, we have the right not to proceed with the trip as per our discretion.

Chartered Trips

Passengers may opt to charter our vehicles if no one has booked for that day for that vehicle. The price for a chartered trip includes:

- The whole vehicle for you or your group with our driver.
- Your preferred departure time (anywhere from 12am to 4pm from any point covered in our scope of routes).
- Your preferred pitstops and length of time spent at pitstops.
- Side trips that are ALONG THE WAY for toilet breaks / photo sessions / rest.
- 9 hours worth of rental. In excess of this is charged at 500php / hour for the Executive Van and 600php / hour for the Executive Coach unless there is another paid itinerary / destination.

Booking Confirmation and Payment

A seat is considered confirmed only if (a) the fare has been fully paid by or for the Passenger and (b) the company receives the payment directly or through its recognized payment options by or for the Passenger or (c) a 50% deposit is made to secure the booking. Our cancellation policies will have to apply in all these conditions.

Your initial booking will be confirmed by us via email and/or SMS notification. Please refer to your booking confirmation email for payment options if you opted to PAY LATER. Final confirmation of booking is upon full payment or payment of agreed deposit of the reserved booking. If no payment has been made on or before the due date, or within three (3) days, we reserve the right to treat your

booking as cancelled.

You may proceed to payment via (PAY NOW) the online payment facility at our website or (PAY LATER) by bank deposit or transfer, or paypal. If via paypal (PAY LATER), an email shall be sent to you for paypal payments.

You will be sent an email confirmation of your paid booking and this serves as your proof of booking with us. You may save a copy with you to show to the driver upon pick-up.

Notwithstanding prior confirmation of the booking, we may cancel a reservation or refuse the carriage of a Passenger if:

the payment is made or reasonably determined by us to probably have been made fraudulently or illegally; or

the fare and other amounts due have not been paid in full and the Passenger is unable to pay the balance upon request.

Transfer & Name Change

If you wish to transfer your paid booking to another person, you must notify us at least 1 day before your trip by email or SMS. No fees will be charged, but we will need complete information of the new passenger as found in the online booking form. We will make the necessary changes, including the pick up point.

Trip Cancellation by Daytripper

Safety is an uncompromisable priority. We may cancel a trip at any time before departure if, due to bad weather and other natural disasters and calamities, terrorism, political instability, mechanical problems or other external events it is not viable for us to operate the planned trip. If we cancel your trip, you can transfer amounts paid to the next feasible departure date or alternatively receive a full refund. In circumstances where cancellation is due to external events outside our reasonable control, refunds will be less any unrecoverable expenses. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including, but not limited to, visas, vaccinations, travel insurance excess or non-refundable flights.

Trip Cancellation by the Passenger

A cancellation will only be effective when we receive written confirmation (through email or SMS) of the cancellation. If you cancel a trip:

- No refund will be provided for cancellations made less than 5 days before trip departure date, or in case of no-show.
- A cancellation fee of 50% applies for cancellations made 6 days before trip departure date.
- No cancellation fee applies for cancellations made 7 or more days before trip departure date.

Seat Selection

Effective November 20, 2015 (for new bookings):

We charge an **addition of 100php per seat** for seat reservation requests. **This is optional.**

Payment may be made in cash on board or by credit card through your booking account with us. As our booking system is not able to handle automatic seat reservation and selection yet, this will be a manual arrangement by request to us.

Requests are accommodated on a first-come, first-serve basis (*i.e. if you requested to take the front row but someone else has done it before you, we cannot accommodate your request anymore*).

We are mandated by law to prioritize Senior Citizens and PWD's with seat reservations and allocation. You may be re-assigned a seat in case we have Senior Citizens and PWD's/PRM's on board.

Overbooking

In the very small chance of overbooking passengers, we will give a full refund to affected passengers should we not be able to find a substitute vehicle for their transport. A discount of 50% will be offered to affected passengers on their return trip or on an open date should they choose to avail of our service.

Transfer to Another Operator

There may be times when, if our vehicle has technical problems / schedule issues, we may recommend another operator to take over the trip to avoid inconvenience to our passengers. These other

operators have serviced a number of our guests before and have passed our standards with positive feedback from our guests.

However, they operate independently from us and are not under our employ. Therefore, we do not assume liabilities on their behalf. We will only act as a booking, liaising and collecting agent. You are free to choose to take the trip with them or not.

If you decide to take the trip with them, your booking with us is effectively cancelled and transferred to the other operator and it means you are accepting our disclaimer of liabilities. We contract with a network of companies, such as hotels, inns, travel and tour agencies, and other operators, to assist in the running of our trips. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by 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 with third party operators;

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 with third party operators;

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.

Refunds via Paypal / Credit Card

You may cancel or modify your trip date with us in accordance with our cancellation policy. However, if you are cancelling 60 days after you have made your payment to us via credit card / paypal regardless of your trip date, we will still give you a FULL refund LESS 5% due to the credit card charges we have already incurred:

Refundable Amount = <your payment> – 5%

i.e. 900php (your payment to us) will be less 45 = 855.00php (Refundable Amount)

Boarding & Travel

Pickup of passengers

In order for us to provide you a smooth travel arrangement, we require you to fill up the necessary information in our online booking form. This include pick up points/name of hotel you are staying at and primary contact number.

Boarding Procedure

You are to be picked up at the designated pickup location (stated in either your booking confirmation or by instruction from us) and present an Identity Card as proof of your identity to our driver.

No Show

Should you fail to show up at your declared pick up point within the prescribed period of 20 minutes of your appointed pickup time, or after we have exhausted all means to contact you to board our vehicle for the scheduled trip, we may proceed with the trip without you and without incurring any liability to you. **This includes flight delays.**

In that event, the trip will be considered confirmed and you will not be entitled to refund the fare.

We advise you to provide enough leeway in time especially if you are coming from a flight.

Departure Time and Pickup Time

The time stated in our booking form is the departure time – the time where all passengers for that trip leave the departure point (i.e. Puerto Princesa, El Nido, etc) after boarding our vehicle.

Pickup time is the approximate pickup time before the departure time. We will inform you of the pickup time the day before as the complete booking guest list is not finalized until the day before the trip. For example, if the departure time is 9:00am and there are 3 pickup points, we will have to plan and allow for the boarding / loading and travel time in between these 3 points. The last pickup point will be the one closest to the departure time. We will try as much as possible to keep the whole pickup duration as short as possible but it is highly advisable that you as the passenger should be ready for pickup 1 hour before departure time.

Adjustment of Time

As much as possible we shall keep to the time stated in the booking but we may, at times, have to adjust the time due to valid reasons (technical issues, bad weather, etc). We shall endeavor to inform all the affected passengers of this change by all means (informing your hotel, sending you an email / sms, calling you, etc.) and through the contact information they have provided us. If the timing does not suit your schedule, we shall help you find an alternative means of transport and if the cause is technical mechanical issues we shall refund you the fare.

Switching Vehicles

There may be times when, if our vehicle has technical problems / schedule issues, we need to switch our vehicles to accommodate the passengers for that day. We will refund the difference if the switch is from Executive Coach to Executive Van and absorb the difference (we don't charge you the extra) if it is from Executive Van to Executive Coach.

Vehicle Breakdown

In the event of an unmanageable vehicle breakdown, we will transfer passengers to another carrier, pay for their fare in that carrier, and give a refund of the FARE DIFFERENCE by the same means that they paid. *(i.e. if the other carrier costs 700php and you paid us 900php, we will give you a refund of 200php).*

In the event of a manageable vehicle breakdown but during which the passengers face time constraints (i.e. an impending flight departure, important agenda) and opt to carry on the ride with another carrier, we will transfer passengers to another carrier, pay for their fare in that carrier, and give a refund of the FARE DIFFERENCE by the same means that they paid.

We are not liable to pay for any incidental transportation costs (like tricycles rides, etc) apart from the cost of the alternative carrier and your refund.

Limitations on Special Assistance

We do not have special facilities for persons with disabilities in our vehicles however we will accept for carriage persons requiring special assistance subject to specific prior arrangements made and agreed with us. You must let us know in your booking notes of your requirement for special assistance so that we can prepare in advance.

Refusal of Carriage

We have the right to refuse carriage to a passenger or his luggage if:

- Carriage of the passenger has previously resulted in or will result in our non-compliance with any applicable government laws, regulations or orders;
- The passenger may risk the safety, health or security or materially affect the comfort of the other passengers;
- The passenger's mental or physical state, serious illness, pre-existing medical condition, attitude or demeanor, including intoxication or impairment from alcohol or drugs (i) poses a hazard to himself, to other passengers, to our drivers or to property, or (ii) requires special assistance, which if not provided will expose these persons and property to risk and which we justifiably cannot or is unable to provide at the time of the trip;
- The passenger has committed misconduct on board a previous trip, including physical or verbal abuse of our staff, drivers, or other passengers or persons, and the company reasonably believes that the conduct may be repeated;
- The passenger refuses for any reason to submit to a security check, as deemed necessary by any one of our employees;
- The passenger refuses or fails to observe our safety or security related instructions;
- Non-Payment or Fraud:
 - the Passenger has not paid the applicable fare or applicable fees or charges, or has partially paid but refuses or fails to pay the balance, or the payment is made through fraudulent means;
 - the Seat reservation is done fraudulently or unlawfully, or is purchased from a person not authorized by us, or the credit card used for payment could not be authenticated upon booking or is subsequently reported to be lost or stolen;

Authority on vehicle

Our trips are run by our well-trained and trusted drivers and supervised by our office-based Operations Manager. Should there

be critical matters that affect the safety or well-being of any person participating in the trip, such as accidents, emergencies, passenger disturbance, the driver, with the supervision of the Operations Manager, will act according to our policies. Our driver represents our company, and therefore, our authority on-board. You must at all times comply with the laws and drug regulations of the Philippines.

Misconduct En Route

We value the safety and well-being of our passengers, our vehicle and properties in it, and our employees. In cases where there is misconduct en-route, we may take such measures as we deem reasonably necessary, if, in our reasonable opinion:

- your conduct on board our vehicle endangers the vehicle or any person or property on board, or obstructs or hinders the driver in the performance of his duties, or
- you have failed or refused to comply with any appropriate instruction of our employees on the observance of our safety travel regulations, including those relating to smoking, consumption of alcohol, or use of prohibited drugs, or
- you use any threatening, abusive or insulting words towards our employees or behave in a manner that causes discomfort, inconvenience, damage or injury to other persons or property.

In this regard, we will hold you liable for all costs, damages and liabilities that we may incur as a result of any diversion of our vehicle to offload you following such misconduct.

Smoking & Alcohol

We do not allow smoking and drinking of alcohol in any of our trips.

Prohibited Items

Aside from the prohibited items in accordance with Philippine laws (i.e. illegal drugs and contrabands, firearms, etc.) You are not allowed to bring mangoes in and out of El Nido, due to pest control.

Limitation of Liability

In case of death or bodily injury

Our liability for Passenger death or personal injury is limited in most cases up to approximately Twenty Thousand Philippine Pesos (PHP 20,000) only. Additional protection can easily be obtained by purchasing insurance from a private company.

Travel Insurance

Although we have included basic insurance coverage for every passenger on every trip up to 20,000php, we strongly recommend for you to get your own travel insurance in your trip. The insurance should offer enough protection for full duration of the trip which covers personal injury, death, medical expenses, repatriation expenses, helicopter rescue, air ambulance and adequate cover for baggage.

Limitation of liability

We contract with a network of companies, such as hotels, inns, travel and tour agencies, and other operators, to assist in the running of our trips. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by 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.

General

Claims & complaints

If you have a complaint about your trip with us, please inform us in our feedback form or through our contact numbers or by email so

we can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the trip.

Modification

Daytripper Inc. reserves the right, at its discretion, to revise these Terms and Conditions at any time and without prior notice, and such revision shall be effective immediately upon the posting of the revised Terms and Conditions at this website (<http://www.daytripperpalawan.com/book-here/terms-and-conditions/>).

Privacy policy

Information Collection

In the course our transactions with the Passenger, we may obtain personally identifiable information that is voluntarily provided by the Passenger, including without limitation the Passenger's name, address, birthday, gender and contact details. The Passenger acknowledges that we (a) have no control over the information provided by the Passenger to us and we make no representation whatsoever with respect to such information, (b) have no obligation to establish the completeness, accuracy, veracity or authenticity of such information, and (c) will not be liable for any loss, damage or injury whether direct, indirect or consequential, incidental, punitive, exemplary or any other loss, damage or injury arising out of or in connection with the inaccuracies, incompleteness, falsity or errors in the information so provided.

Information Collation, Storage and Use

All Passenger information obtained by us are collated and stored for future reference, at all times under strict obligations of confidentiality.

We will retain Passenger information for as long as it is necessary to fulfill the purpose for which the information was obtained or collected, or as may be required by law.

We reserve the right to use, and the Passenger is deemed to have authorized us to use, the Passenger information for any legitimate purpose, including but not limited to:

- notifying Passenger of any trip time change or cancellation;
- credit or other payment card verification/screening;
- crime prevention/detection;
- legal purposes, statistical and marketing analysis;
- systems testing;
- customer surveys and customer relations communications;
- customizing our advertising and content;
- responding to Passenger requests for certain products and services; and
- contacting the Passenger about special deals and new products.

Information Sharing and Disclosure

By booking a seat, the passenger acknowledges and confirms that he has read, consented to, agreed with, our Privacy Policy.

No Passenger information will be disclosed by us to any third party unless:

- the Passenger has given his consent or is deemed to have given his consent to share the information
- there is a need to share the information to enable, certify, or facilitate the provision of a product or service requested by, or provided to, the Passenger;
- the third party recipient of the information is a partner, agent, contractor or sub-contractor of Daytripper, Inc.
- in response to a legal process, subpoena or court order issued by competent government authority;
- the recipient of the information is a legal advisor to Daytripper, Inc. or the disclosure is necessary for us to establish, exercise or defend our legal rights; or
- an emergency has occurred that threatens the life, health or security of any individual.