

## TERMS AND CONDITION

This agreement incorporates the terms and conditions for us, Scandinavia Divers, Inc., to provide services to the User of this website ("the User") and any person(s) availing services from us through this website shall be deemed to have read, understood and expressly accepted these terms and conditions, which shall govern the desired transaction or provision of such services by us for all purposes, and shall be binding on the User. All rights and liabilities of the User and/or us, Scandinavia Divers, Inc., with respect to any services to be provided by us shall be restricted to the scope of this agreement

We, Scandinavia Divers, Inc., reserves the right, in its sole discretion, to terminate the access to any or all our websites and the related services or any portion thereof at any time, without notice.

### ACCEPTANCE OF AGREEMENT

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our Site. This Agreement constitutes the entire and only agreement between us, Scandinavia Divers, Inc., and you with respect to the Site and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us, Scandinavia Divers, Inc., from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you must review this Agreement prior to using the Site.

The following terms and conditions apply to all Travel organized by Scandinavia Divers, Inc., (herein after referred to as "Scandinavia Divers, Inc.") For this purpose, it includes any combination of hotels, diving, resorts, accommodations, excursions, tours, transfers, rentals, international or domestic flights from your point of origin to your final destination, etc., that have been organized on your behalf by Scandinavia Divers, Inc.

If your booking includes accommodations, diving or other services, provided by someone other than Scandinavia Divers, Inc., then your contract shall be subject to the conditions set forth by that company, or 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 Scandinavia Divers, Inc. are ones for which we have no responsibility or liability.

### 1. Making A 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. An email confirmation will exist upon our accepting any money from you towards the booking or upon the issue of our confirmation or itinerary, whichever is the earlier. These conditions in conjunction with the information set out in our published information from the entire agreement between yourself and Scandinavia Divers, Inc.



When you make a booking with Scandinavia Divers, Inc. and we accept it, the 20% initial deposit cost of the package becomes due and payable immediately, unless we have agreed in writing that you want to pay the total cost of the package. In any event, the initial 20% deposit of your Philippines package must be credited to Scandinavia Divers, Inc., within 30 days of reservation. Second payment or 50% deposit to pay 120 days before guest's arrival. Final balance of payment including private transfer within 60 days before guest's arrival. All payments received are non-refundable.

## 2. Our Rates

All rates are fixed at the time of the booking and generally will not be subject to any surcharges. The only exception will be an increase in our costs arising as the result of any government action including but not limited to, new or increased taxes such as VAT (Value Added Tax).

We reserve the right to change our prices on the website at any time before you complete a paid booking, including any special rates that we may offer from time to time, which may not be the same as those published on this website.

## 3. Accepted Payments

Scandinavia Divers, Inc. accepts payments in the following forms here. Accepted Payments

- (a) Cash (Peso or US Dollar)
- (b) Credit card over the counter
- (c) Bank transfer (Peso and US Dollar account)
- (d) Wechat and AliPay
- (e) PayPal

## 4. Receipt of Payment

Upon receipt of payment, you will receive the following:

- (a) Confirmation email of Payment Received
- (b) Detailed Trip Itinerary
- (c) Airline E-tickets (if required)
- (d) Official BIR Bureau of Internal Revenue Receipt



## 5. Changes by You

If you wish to change your booking in anyway after we have received your payment, and if we can accept the change, we need the request amendment provided instructions are in writing, and are received and acknowledged by us at least thirty (30) days prior to your scheduled departure. Thereafter, except as provided by applicable law, cancelation charges as specified in Condition 7 below, shall apply.

## 6. If you cancel you're booking

You or any member of your party may cancel all or part of your travel at any time, proved that the cancelation 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 cancelation fees specified below.

### **Cancellation Policy:**

- Refund or Re-booking is applicable to any cancellation received 21 days prior to arrival date.
- Any cancellation received 14 days prior to arrival date will incur the first night charge.
- Any cancellation received within 7 days prior to arrival date will incur the full period charge.
- Failure to arrive at the hotel will incur the full period charge.

Cancelation charge per booking is based on each individual hotel; each hotel offers different policies on cancelations. Please ask your agent for a copy of the cancelation policy for your hotel, airline or package prior to placing your booking.

## 7. Force Majeure or Acts of God!

During any vacation period, unforeseen events can take place, these events may include but may not be limited to the following, terrorism, civil unrest, rioting, war, natural disasters, floods, typhoons or a nuclear disaster. These acts among others are referred to in the travel industry as **FORCE MAJEURE**, a French term meaning, "**unforeseeable circumstances that prevent someone from fulfilling a contract**".

Let it be known that Scandinavia Divers, Inc. will in no way be responsible for any booking, travel, airlines, vehicle transfer, boating transfer, hotel accommodations refund during a Force Majeure. It is highly advised that prior to your travel, that you acquire travel insurance to protect your interest. Proceed with your booking, only if you agree with our policy.





### **Airline Tickets**

If your Philippines package includes international or domestic airline tickets, Scandinavia Divers, Inc. acts as an agent only, and our consolidators' cancellation or amendment charges shall apply.

### **If we amend you're booking**

It is unlikely that we will have to amend your Philippines package booking. However, occasionally changes may become necessary which 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. Airline 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 airline tickets. Should a material change become necessary, we will inform you as soon as reasonably possible by email, or text message. You may decide whether or not to accept the change, however you must accept or reject the proposed change in writing via email within 72 hours of notification, otherwise we will assume that you have accepted the proposed change.

A material change is one made to your travel arrangements before departure, involving change of departure or arrival airport (other than between airports within the same city airport system) outward or return flights being re-scheduled by more than 12 hours, or by substitution of hotel or accommodations originally booked with one of a lower grade. If we alter the airline, aircraft type operating your flight or routing, this is not considered a material change and we will be under no obligation to notify you of such change in advance.

**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.

### **If we cancel you're booking**

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 departure, unless it is for reasons outside of our control or for non-receipt of payment by you. If we do cancel you're booking (other than for late or non-payment) we will offer you a full refund of all monies paid in respect of the booking.

### **Our Liability**

Our obligations and those of our suppliers providing any service or facility involved in any part of your travel are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations. You must show that reasonable skill and care has not been used, if you wish to make any claim against us.

**SCANDINAVIAN DIVERS INC.**

Big Lalaguna, Sabang Puerto Galera  
Oriental Mindoro, Philippines 5203

[www.scandidivers.com](http://www.scandidivers.com)

[info@scandidivers.com](mailto:info@scandidivers.com)

+63 43 287 3551





### **Documentation**

Where travel and health documents are necessary to comply with the requirements of the Philippines Islands 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.

### **Conditions of Carriage and Accommodations**

We are neither a carrier nor a provider of hotel accommodations and diving. 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 agents and according to such carrier's regulations. When you 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 of your booking**

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.

### **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 Scandinavia Divers, Inc.

### **Travel Insurance**

It is a condition of the agreement between us that you take out adequate vacation and travel insurance against cancelation 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 Philippines Travel, then you accept full responsibility for yourself and all of the members of your party, and indemnify Scandinavia Divers, Inc. and our overseas 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.

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### 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. We can be reached 24 hr / 7 days by calling our main office at +63-917-656-7380, or our 24 hour emergency hotline at +63-917-558-7547, from wherever you may be. If a problem arises during your Philippines trip, please contact us immediately, so we can help you. Or email us at [info@scandidivers.com](mailto:info@scandidivers.com)

If your complaint cannot be resolved locally, you should advise us within 30 days of the incident, in writing, by giving your Scandinavia Divers, Inc. confirmation number, a detailed description of your complaint and other relevant information. Please Contact Us Here:

**Contact Name:** Angelene A. Balita

**Contact Number:** +63-917-656-7380

**Email address:** [arm@scandidivers.com](mailto:arm@scandidivers.com)

**Designation:** Assistant Resort Manager

**Address:** Scandinavian Divers, Big Lalaguna, Sabang, Puerto Galera, Oriental Mindoro, Philippines 5203

**Please Note:** If you do not follow our complaint procedure, we CAN NOT accept responsibility for your complaint, as we would have been deprived of the opportunity to investigate the matter on your behalf, and where possible, help you to resolve the problem.

### Applicable Law

Any contract or dispute between us and these Scandinavia Divers, Inc. 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 Manila City, Philippines.

### Effective Date

The effective date of this policy is June 1<sup>st</sup>, 2018 and it replaces all prior privacy policies issued by Scandinavia Divers, Inc.. We reserve the right to change our policy at any time.

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