

Terms & Conditions

Last updated: (January 1, 2024)

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.evasiontropicale.ph> website (the "Service") operated by Evasion Tropicale Travel and Tours ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

In the text that follows "Evasion Tropicale" is the provider ("us"). When a trip is branded "Evasion Tropicale", it means that this trip is sold and carried out by the company Evasion Tropicale Travel & Tours. The company's office is located at Unit 301 & 303, Telemco Tower, Talamban, Cebu City 6000, Philippines. Evasion Tropicale Travel & Tours is a corporation under Philippine law, registered with the SEC (Security and Exchange Commission) under number 2023080110408-07 and with the Cebu City town hall which granted permit number 196765.

Evasion Tropicale operates exclusively as a travel agent, in accordance with the regulations of the Republic of the Philippines. Evasion Tropicale defines its conditions of sales according to the specificities of its trips and local regulation. The purchase of tours, room accommodation, transfers, flights and any other services via www.evasion-philippines.fr or directly from the Evasion Tropicale agency, entails the customer's full acceptance of these terms and conditions and unreserved acceptance of all of their provisions. It is specified that in the event of a contradiction between these conditions and the contract concluded between the client and Evasion Tropicale, the provisions of the contract will prevail.

1 - BOOKING AND PAYMENT

You can book our tours with our advisers, by e-mail, by phone, or through our website. There are five steps to book and pay for your tour:

❶ Fill the online form or e-mail us the registration form, duly completed and signed (E-mail: info@evasiontropicale.ph).

Anyone purchasing a tour, accommodation, or any other service, must be at least 18 years old and be legally capable of contracting. Anyone entering into an electronic contract with Evasion Tropicale guarantees the authenticity of the information provided by themselves and makes a personal commitment for the persons registered on the same file.

❷ A booking confirmation including the invoice for the total amount of the trip, in Philippine Pesos, our bank details and the amount of the deposit will then be sent to you.

❸ A deposit of 35% of the total amount of the trip must be paid by bank transfer or online payment via PAYPAL, within 8 days upon issuance of the booking confirmation, otherwise the booking will be canceled (in some cases, which are specified in our quotes, the deposit may amount to 50% of the total price).

Your booking will only be confirmed and final upon receipt of the deposit and the duly completed booking form.

❹ A new invoice with the amount of the balance remaining to be paid in two installments (including 35% of the total amount one month after the first payment unless otherwise specified) will be sent to you after receipt of the amount of the deposit.

❺ The remaining balance must be wired to the Evasion Tropicale bank account 30 days before your arrival by online payment or by bank transfer. Once the remaining balance is credited to our account, you will receive all your travel documents by email (e-ticket, vouchers, travel guide)

Booking one of our trips implies full acceptance of our terms and conditions.

Any delay in the payment of a deposit or the balance may be considered as a cancellation.

2 - TRAVEL INFORMATION: paperwork and health tips

Before booking any of our trips, you must verify that each of the travelers is in possession of a valid passport or any travel document, in accordance with the laws required to transit and/or enter the country of travel. Evasion Tropicale communicates in its travel itineraries about custom law for French nationals. It is the responsibility of the traveler to verify that he is in possession of all documents required for the completion of his trip. For other nationalities, please inquire before booking and traveling about the requirements (visa), you may contact the closest Embassy or Consulate of the Philippines or visit their website. Should a traveler be offloaded from his flight to the Philippines due to a laps in his documents, any claim and reimbursement will be void. Evasion Tropicale cannot, under any circumstances, be held responsible, should the traveler choose to disrespect the customs or health regulations before or during the trip (eg: wrong type of visa, loss of IDs and/or plane tickets, etc...).

3 - CHANGES REQUESTED BY THE CUSTOMER BEFORE DEPARTURE

Any change asked from the customer (modification of the itinerary, change of date or hotel, etc.), after booking confirmation, generates a flat-rate modification fee, which is established as follows:

Php 750 per room for a hotel reservation modification

Php 750 per person per flight for the modification of a plane ticket

Php 750 for the modification of a car reservation with driver or for the reservation of a day tour with a guide



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In addition to these fixed costs, a price difference between the initial service and the final service after modification (price difference of the plane ticket or the hotel room) will be applied. These differences can vary considerably depending on the date on which the change is requested (last minute changes in particular, non-modifiable tickets, etc.).

Declining to pay for this price adjustment will be considered a cancellation.

4 - CANCELLATION CONDITIONS AND FEES

4.1. If you find yourself in the obligation to cancel your trip, you must inform your insurance company and Evasion Tropicale by any written means with acknowledgment of receipt (fax, e-mail with acknowledgement of receipt, etc...), and this as soon as the event causing the cancellation occurs. The issuance date of your written message will be considered as the cancellation date to invoice the cancellation fees. Your insurance company should assess, based on the provided documents, the effective date of the trip cancellation and the refund options.

4.2. Should you decide to cancel your whole trip for any reason whatsoever, here are the fee that applied depending on the cancellation date:

❶ until 45 days prior to the travel start date a fee equal to the down-payment or 35% of the travel price

❷ between 30 to 44 days prior to the travel start date a fee of 50% of the travel price.

❸ between 15 to 29 days prior to the travel start date a fee of 70% of the travel price.

❹ less than 14 days prior to the travel start date and in the event of no-show a fee of 100% of the travel price.

Instead of charging the aforementioned percentage cancellation fee, the Incoming Agency has the right to claim the reimbursement of expenses by proving that their own cancellation costs are significantly higher than the aforementioned percentage cancellation fee.

Warning: a no-show on the first day of your itinerary, without any written prior notice to Evasion Tropicale agency does not entitle you to any refund, whatever the reason for your cancellation is. Likewise, any tour interrupted or shortened by the guest for any reason whatsoever, does not justify any refund.

4.3. Cancellation fee schedule in the event of partial cancellation of your trip, on your part, for any reason:

A partial cancellation of the trip is considered a modification. The change fee in section 4.2 applies to the canceled part of the trip.

4.4. Partial cancellation fee schedule for organized groups, due to causes attributable to the client:

For Organized Groups (travelers appearing on the same registration form), if one or more travelers registered on the same registration form cancel (s) their participation in a trip maintained for other participants, the scale of costs cancellation above (article 4.2) will be calculated for the traveler(s) who cancel(s) on the percentage based on the amount of the nominative services that are not consumed on the date of the cancellation (hotel room, plane ticket) and the amount of shared services of the trip that will push through (bus or van rental, group excursion, etc.).

4.5. Refunds deadline. Any reimbursement procedure will take a minimum of 2 months.

5 - CHANGE OR CANCELLATION DUE TO EVASION TROPICALE

5.1. Change due to Evasion Tropicale prior to departure

If, prior to departure, an external event forces Evasion Tropicale to modify an essential element of the contract concluded with the client, Evasion Tropicale will give a written notification to the customer as quickly as possible and will offer him either a modification of the trip or a replacement trip. The customer can then either accept the proposed modification or terminate the contract. The customer who opts for termination may obtain full reimbursement of the sums paid. The customer must inform of his decision (acceptance of the modification or termination) within a maximum period of 7 days from receipt of the aforementioned notification. In the absence of a response within this period, the customer will be deemed to have accepted the proposed modification.

When a minimum number of participants is required for a tour and this number is not reached, Evasion Tropicale informs the client at least 21 days before the departure date. Evasion Tropicale then offers the customer a replacement solution at the current rate or full reimbursement of the sums paid, without being bound to any compensation or indemnity for the benefit of the customer.

A tour is called "guaranteed departure" when it is not subject to a minimum number of participants.

5.2. Modification due to Evasion Tropicale after departure

If, after departure, Evasion Tropicale is unable to provide a preponderant part of the planned services, representing a significant percentage of the price paid by the customer, Evasion Tropicale will make its best efforts to replace them with equivalent services. If Evasion Tropicale cannot offer any replacement service or if the replacement services are refused by the customer for valid reasons, Evasion Tropicale will reimburse the customer for the sums concerned.

5.3. Cancellation due to Tropical Escape prior to departure

If Evasion Tropicale decides to cancel the tour prior to departure, Evasion Tropicale will send a written notification to the customer. If the parties do not reach any amicable agreement on a substitute tour, Evasion Tropicale will reimburse the client for the full amount paid.

6 - TRAVEL INSURANCE

Evasion Tropicale offers a minimal service, it is your responsibility to subscribe to a comprehensive insurance. In any case, do not forget to take a copy of your contract with you when traveling (your personal insurance contact details), because you are



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responsible to report any claims to the insurance (our guides and local agents will of course help in this process).

In the guest information sheet, you are asked to give us details about your insurance and the people to contact among your relatives in the event of an accident. Evasion Tropicale is committed to helping you with your insurance if you are unable to contact them and provide invoices for any costs incurred.

7 - PRICE

All our prices are subject to change depending on availability and updating on our websites.

For "Discovery itineraries" trips, we provide you with a budget idea on the website to allow you to personalize your trip by choosing the dates, services and mode of transportation. The price of the trip will be the one mentioned on your personal quote issued by Evasion Tropicale, with a validity date (generally 7 days).

After registration, the price of the trip may still be modified if the price of the domestic flight (s) booked on the effective date exceeds the price of our quotations.

Our quotes are generally valid for 7 days. Any quote not confirmed within 7 days may be readjusted depending on availability. We ask you to quickly confirm your quote in order to ensure the indicated price and availability from our suppliers.

8 - SPECIAL TERMS AND CONDITIONS OF OUR TOURS

8.1. International flights / Start of our services. Evasion Tropicale does not sell your international flight to the Philippines. Our service generally begins when you leave the airport in the event that your trip includes transfer between the airport and the hotel and ends when you enter the airport on the day of your departure from the Philippines, in case your trip includes transfers. You are to inform us in writing (preferably e-mail) about your time of arrival at the airport as well as your flight number, as soon as you know them.

8.2. Bedrooms. All our tours (unless otherwise stated) are computed with accommodation in a double room (or tent) (two people).

When possible, a single room can be requested from Evasion Tropicale for an additional charge.

8.3. Size of groups. Unless otherwise specified, the maximum group size for our trips is 12 people. However, the maximum number may be exceeded by one participant in the event that the last person to register wishes to travel with another person. The services will not be modified and the conditions of your trip will be identical.

8.2. Minor travelers. Evasion Tropicale accepts bookings of travelers who are at least 18 years old. Booking requests concerning minors who will undertake the trip unaccompanied by their parents or guardians and subject to the prior agreement of Evasion Tropicale must be signed by the father, mother or legal guardian and bear the words "conforme and agreed by the father, mother or guardian". Before starting the tour, minors must be in possession of their ID documents and traveling documents required to go abroad, as well as an authorization to leave mainland France. For minors traveling with one of the parents, guardians or other adults, you should make sure that you are in possession of the necessary documents for the minor accompanying you (family record book and ID card or passport and, where applicable, authorization to leave the country). The minor traveler must also carry the contact details (name, address and telephone numbers) of his parents at all times during the tour in order to be able to establish direct contact with them.

9 - RESPONSIBILITY

Evasion Tropicale cannot be held responsible for the consequences of external events, in particular:

- Loss or omission of airline tickets attributable to the traveler, airlines requiring the presentation of a hard copy of the ticket at check-in
- Failure to present or submit identification documents and/or health documents that are expired or of insufficient validity (ID card, passport, visa, vaccination certificate, etc.) or documents that do not comply with the indications on the travel offer and booking form, and/or at the customs. In the event of failure to register (including for delay in boarding), 100% of the total amount of services will be retained.
- Incidents or unforeseeable and insurmountable events of a third party such as: wars, political unrest, strikes, riots, technical or administrative incidents, airspace congestion, bankruptcy of a service provider, weather, natural disaster, delays (including delays in mailing services to send airline tickets, passports, etc.), breakdowns, loss or theft of luggage or other personal belongings of the travelers. The delay(s) suffered due to the cases aforementioned as well as the itinerary/program changes that may result from it may not result in any reimbursement or compensation for any reason whatsoever from Evasion Tropicale, particularly the change in the duration of the trip initially planned or delay during a stopover. Any additional costs linked to a disruption (taxes, hotel, parking, purchase of transport tickets, etc.) will remain the responsibility of the traveler.

10 - AGENT

Evasion Tropicale acts only as a travel agent. We sell a variety of travel related products on behalf of many transportation and accommodation providers such as airlines, coaches and cruise operators. Evasion Tropicale has an obligation to the client to make reservations on his behalf and to enter into relevant contracts between the client and service providers. We are not responsible for these services and are not authorized to make any warranties or any form of representation as to their standard. All reservations are subject to the terms and conditions and limitations of liability imposed by the service providers. Your legal remedy is against the specific supplier and not Evasion Tropicale.



11 - CLAIMS

Except in cases of force majeure, any complaint must be addressed to Evasion Tropicale Travel and Tours, Room 301-303, Telemco Tower, Sunny Hills Subdivision, Talamban, Cebu City 6000, Philippines by sending with acknowledgment of receipt as soon as possible following the return date of the trip, accompanied by supporting documents. Any dispute related to the application, interpretation, execution or termination of these general conditions of sale is subject to Philippine law and falls under the exclusive jurisdiction of the courts of Cebu.

USEFUL INFORMATION ABOUT THE DESTINATION

Time difference

GMT +8 (Hong Kong, Beijing, Singapore, Taiwan, etc...)

Passport and visa

To enter the territory of the Philippines, you must have a passport valid for at least 6 months after the date of return to France - French nationals making a tourist stay of less than 30 days do not need a visa.

Luggage

Try to gather together your city and/or winter clothes in a separate piece of luggage and leave it in storage in Manila in order to limit the luggage weight on domestic flights

Money

The national currency is the Philippine Peso (PHP). The exchange rate between the peso and the euro varies. You can find the rate in real time on xe.com (currently 1 € = 59 PHP) - You can easily change euros in all major cities and tourist spots. You don't need to take US dollars. It is better to change in specialized offices rather than in banks and in hotels. The exchange offices at Manila Airport charge roughly the same rate as those downtown. - You can withdraw pesos directly from one of the many ATMs. Most ATMs limit your withdrawals to 10,000 pesos and charge a fee of 200 or 250 pesos per withdrawal. You can make as many withdrawals as your card allows. Credit card payments are getting more and more popular and common. However, cash is still used for daily transactions.

Please note: many establishments apply a 3 or 4% surcharge for payment by card.

Hygiene / Health

Generally speaking :

- There is no compulsory vaccination to enter the Philippines, however being up to date against hepatitis A and B, typhoid and tetanus is a wise precaution that will come in handy for other trips
- The tours we offer go through regions that are either free from malaria (malaria) or considered to be of extremely low risk (especially for tourists).
- Food hygiene is generally good in the Philippines, in restaurants and hotels. The food is (very) cooked. Cases of eating disorders are rare. As a precaution, take an anti-diarrhea medication and wash your hands before going to the table.
- Do not touch stray animals.
- Bring mosquito repellent, and apply it before sunset.
- Protect yourself systematically against the sun.
- Hydrate very frequently. Don't wait until you're thirsty. Drink! Only drink water in bottles (or gallons).
- You can find almost all the usual drugs quite easily. Trade names are not always the same. If you are bringing medication that requires a medical prescription, take only the amount needed for the duration of your stay and bring the prescription with you.
- Clothes/Protection: It is hot and the air is often humid in the Philippines all year round. The entire archipelago is located in the northern intertropical zone. In the plains and by the sea, the temperature during the day oscillates between 25 and 35°C. The nights are also hot, between 20 and 25 ° C. The hottest months are April and May; the coolest one, January.
- For the fans snorkeling, bring your gear if it is not too bulky. You will find some on site for rent, but it is more pleasant and practical to have your own equipment.
- Water shoes are essential, as is an anti-UV rashguard.
- Security : You travel to areas that are safe and are looked after by hoteliers and carriers with whom we work regularly.
- Filipino hospitality is no legend and in most cases you will be welcomed with kindness. A smile will open the doors to you.
- Of course, delinquency also exists, although it is particularly low. In all circumstances, you will take care to store your personal effects properly. When you go out for the day, take only the essentials, leave your valuables at your hotel.
- Cover your shoulders when you visit places of worship. Nudity is not a practice on beaches.

Electricity / Adapter / Telephone / Internet

The network is 220V-60Hz, which will be suitable for recharging your mobile devices. Take an adapter for 2 parallel flat pins (American style, type A). Recent hotels are more and more often equipped with mixed sockets accepting both flat and round pins. Just to be safe, bring a flashlight or headlamp - Wifi is available in all hotels, if not in all rooms, at least in the lobby (reception).- Phone: The country code for the Philippines is 63. The network works well throughout the country- Local SIM cards are readily available, especially at Manila airport (Globe and Smart)

Evasion Tropicale Travel and Tours

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