



EXCELLENT POGI TRAVEL AND TOURS CORP.
AIRLINE TICKETING, HOTEL RESERVATION, EDUCATIONAL &
TOUR PACKAGES, VAN RENTAL, AND CARGO SERVICES
TEL: MNL: 6329387048, 6326643092, USA: 1-347-9037021. Web: www.excellenttravels.com.ph

Terms & Conditions

User agreement between the user (User, you) and EXCELLENT POGI TRAVEL AND TOURS CORP.

Please read these terms and conditions of use (Terms and Conditions) before using EXCELLENT POGI TRAVEL AND TOURS CORP. (Site) and making any booking.

You consent to the Terms and Conditions when you use the Site, without qualification. If you disagree with any part of the Terms and Conditions, you may not use the Site in any way or make a booking.

All correspondence regarding Customer Support or Sales should be sent to EXCELLENT POGI TRAVEL AND TOURS CORP..

Email to: admin@excellenttravels.com.ph

Contents of these Terms and Conditions:

1. Your Contract
2. Delivery of Your Booking
3. Cancellations or Modifications by you to your Booking
4. Terms and Conditions relating exclusively to Flight+Hotel Packages
5. Payment
6. Other Generally Applicable Terms

1. YOUR CONTRACT

A 'booking' means any order for products or services you make on our Site which is accepted by us. Acceptance will be made by EXCELLENT POGI TRAVEL AND TOURS CORP. (and a contract concluded) when we have received full payment from you and sent a confirmation email (from either EXCELLENT POGI TRAVEL AND TOURS CORP. or the relevant Travel Supplier). All travel products and services featured on the Site are subject to availability.

EXCELLENT POGI TRAVEL AND TOURS CORP. offers many different products and the specific terms and conditions relating to your booking depend on whether you book a Flight+Hotel Package, a combination of products or any Other Product:

- (a) A Flight+Hotel Package is entered into when you book a Flight+Hotel product via EXCELLENT POGI TRAVEL AND TOURS CORP. and where you are quoted one inclusive price. When you book a Flight+Hotel Package holiday, your contract is with EXCELLENT POGI TRAVEL AND TOURS CORP.
- (b) Other Products' are those separate products - e.g flights and hotels purchased and paid for at different times, and holidays packaged by another supplier. Where you book any other Product, EXCELLENT POGI TRAVEL AND TOURS CORP. is acting as agent for third party suppliers such as airlines, hotels, insurance and car rental companies, package holiday suppliers and others (Travel Supplier). When you make a booking via the Site, and your preferred travel product or service is available, the contract will be between the Travel Supplier and you. EXCELLENT POGI TRAVEL AND TOURS CORP. is not a party to the contractual



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relationship.

EXCELLENT POGI TRAVEL AND TOURS CORP. STRONGLY RECOMMENDS THAT YOU TAKE OUT INSURANCE FOR ANY HOLIDAY, ESPECIALLY AS THERE MAY BE CIRCUMSTANCES WHERE NEITHER POGI TRAVELS OR THE TRAVEL SUPPLIER CANNOT ACCEPT LIABILITY (E.G DELAYS OR CANCELLATIONS BEYOND OUR CONTROL).

TRAVEL SUPPLIERS

Except for the sale of Flight+Hotel Package holidays, EXCELLENT POGI TRAVEL AND TOURS CORP. acts as disclosed Agent for third party suppliers and for the purposes of these terms and conditions tour operators, hotels, hotel chains and hotel aggregators, insurance and car suppliers, plus all airlines, shall be included in the term 'Travel Supplier'. In these cases your contract is between you and the Travel Supplier, and any queries or concerns relating to the product should be addressed to them. You will see the name and address, plus contact details, for most suppliers at the bottom of the more info section for each product and for all suppliers in any confirmation e-mail we or the Travel Supplier send you.

EXCELLENT POGI TRAVEL AND TOURS CORP. does not assume any responsibility for the travel products and services provided by the Travel Supplier and makes no representations or warranties (express or implied) about the suitability or quality of travel products and services featured on the Site.

TRAVEL SUPPLIER CONDITIONS:

The following applies to all products or services booked via our Site:

The Travel Supplier's terms and conditions (including airlines' terms and conditions of carriage) will apply in addition to those set out here. The Travel Supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions.

You are responsible for complying with any airline or other Travel Supplier conditions in relation to check-in times, reconfirmation of flights, or other matters.

FLIGHTS:

In particular, please note that in relation to air fares there are additional terms specific to that fare. For example, 'economy restricted' tickets are normally non-changeable and non-refundable. To see these fare specific rules, click on the 'View Fare Rules' section of the Delivery and Payment Page page of the booking process. Flights must be used in the order set out in your itinerary - eg a failure to use the outbound flight or first stage of a journey could invalidate the rest of the ticket.

Please note that, in relation to flight tickets, the recommended minimum check-in time is 120 minutes prior to departure for international flights and 90 minutes for domestic flights. Some airlines require you to reconfirm your return flight booking at least 72 hours before travel. Failure to reconfirm your flight booking directly with the airline may result in cancellation.

In addition, the majority of airlines reserve the right to make schedule changes and cancel confirmed bookings. While EXCELLENT POGI TRAVEL AND TOURS CORP., as Agent, is not responsible for such schedule changes or cancellations, we will provide you with any reasonable assistance you require via our customer services.



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We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. EXCELLENT POGI TRAVEL AND TOURS CORP. has no control over the allocation of seats, even if pre-booked with the airline, and can make no guarantee that specific seats will be available on departure.

EXCELLENT POGI TRAVEL AND TOURS CORP. is not responsible for the costs of any transfers between airports or terminals that you may incur.

Flights priced at special fares or best prices may not take the most direct route. Some itineraries require a change of aircraft en-route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en-route for re-fueling or to let passengers on and/or off. Details of any stops will be given during your booking process and are clearly identified both on the Site and on your itinerary which will be sent to you when you confirm your booking.

The times given are given on the 24 hour clock system, approximate and based on outbound flights. They may vary depending on flight schedules, type of aircraft, weather conditions etc., and are indications of the hours spent actually flying (excluding time on the ground during stops en-route or when changing aircraft) and are therefore given for guidance only and are subject to alteration and confirmation.

Regulations vary with each airline, but some will refuse to carry women who will be 28 weeks or more pregnant on the date of return travel. If in doubt, please check with the airline concerned and consult your doctor. Infants must be 6 weeks old or more to travel by air and must either sit on an adult's lap or occupy an infant seat. Please contact the airline you are traveling with for details of appropriate seats. Generally children aged 2 years or more must occupy a seat.

As part of the booking process for flight tickets or hotels you are given the option to enter the details of any relevant frequent flier or hotel loyalty program of which you are a member. Please note that any such frequent flier or hotel loyalty program is subject to the terms and conditions of the airline or hotel through which it is offered. Those terms and conditions may not give rewards on all types of fare and class of service. Please contact the airline or hotel in charge of your frequent flyer or hotel loyalty program if you are unsure of its terms and conditions. Please note that our Travel Suppliers have their own rules and regulations with regard to loyalty cards. If you have any questions, please contact them directly.

HOTELS

We acquire hotel and accommodation star ratings from a variety of sources and offer them as a general guide. However, these are not necessarily the official local rating and you should be aware that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3 star hotel in one country is not necessarily equivalent to a 3 star hotel in another.

Many hotels and other accommodation, 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. We do not have exclusive use of the properties featured on the Site. The hotels we feature are shared with guests from many countries with different cultures and customs and of mixed age groups.

Check-in / Checkout times - Generally guests can check into a hotel or other accommodation around 3pm and



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check out at 11am, local time. However, local variances may apply. Should you require more precise timings, please contact EXCELLENT POGI TRAVEL AND TOURS CORP. for additional information.

Images - Whilst we endeavor to ensure that property images displayed on EXCELLENT POGI TRAVEL AND TOURS CORP. are an accurate and up to date representation of the properties, we cannot guarantee this always to be the case. The images are provided to give a general 'feel' for the hotel.

Amenities, facilities and descriptions - Whilst we endeavor to ensure that property amenities, facilities and descriptions offer accurate and up to date information, we obtain this information from our Travel Suppliers and so cannot guarantee this always to be the case. The information is provided to give a general 'feel' for the property.

Extra Beds and Cots - There may be an additional charge for extra beds or cots, please contact EXCELLENT POGI TRAVEL AND TOURS CORP. for additional information.

Breakfast is not included unless otherwise stated. Some hotels may charge additional local taxes.

GENERAL

In relation to the 'special requests' options relating to any product (e.g. meals, disabled facilities, child seats etc.), EXCELLENT POGI TRAVEL AND TOURS CORP. does not guarantee any such requests but will pass these requests on to the Travel Supplier/hotel. It is your responsibility to confirm with the Travel Supplier or hotel whether such special requests can be fulfilled.

2. DELIVERY OF YOUR BOOKING

The following applies to all products or services booked via our Site:

E-tickets

During the booking process, you will be given the choice of e-ticket or paper ticket. Please note that airlines have their own rules and regulations with regard to e-ticketing. EXCELLENT POGI TRAVEL AND TOURS CORP. cannot be held responsible for non-compliance with these rules and regulations and strongly recommends that you check these details with your airline in advance of travel.

3. CANCELLATIONS OR MODIFICATIONS BY YOU TO YOUR BOOKING

The following applies to all products or services booked via our Site:

Your ability to cancel or modify a booked travel product or service, and the method for doing so, will depend on the specific Travel Supplier's or hotel's terms and conditions. It therefore may not be possible to cancel or modify

some products or services or there may be specific requirements you will have to meet.

In some circumstances, EXCELLENT POGI TRAVEL AND TOURS CORP. or the Travel Supplier may be unable to cancel or modify a travel product or

service unless we receive a written request together with payment of any extra fees and associated charges.



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Please note that, in relation to flights, a 'no-show' for a flight may result in your ticket being canceled by the airline and therefore not refundable. Consequently, if you desire to change a flight booking close to the departure time, we strongly recommend that you phone EXCELLENT POGI TRAVEL AND TOURS CORP. and obtain written email confirmation to that change before electing not to travel on the original flight.

EXCELLENT POGI TRAVEL AND TOURS CORP. will not be liable to you for any compensation if forced to cancel or make any changes to your Flight+Hotel Package as a result of events outside our control and which neither or EXCELLENT POGI TRAVEL AND TOURS CORP. or its Travel Suppliers could reasonably foresee. Events outside our control include: war; threats of war; terrorism; riots; civil unrest; natural and nuclear disasters; actual or potential weather conditions; health risks; industrial disputes; technical problems with transport; closed or congested airports; and any other similar events.

Where as a result of such an event occurring after your departure a significant part of your Flight+Hotel Package cannot be provided, you will be offered a suitable alternative if available. If a suitable alternative is not available, or for good reasons, you do not accept the offered alternative, we will return you to your place of departure.

Again we would strongly recommend that you take out comprehensive insurance to cover such circumstances.

5. PAYMENT

Full payment is required at the time of booking. Please note that additional charges may be payable for optional

services as further set out in the specific car rental terms and conditions.

The timing and collection of payment for hotels depends on each individual hotel's terms and conditions. The timing of payment will normally be in one of three ways: (i) full payment at time of booking, (ii) deposit at time of booking with remainder payable on checkout, or (iii) full payment on checkout. In order to ascertain which applies to your booking, please refer to the 'Payment Summary' when making your booking or see your confirmation email. The collector of payment will be either EXCELLENT POGI TRAVEL AND TOURS CORP., the Travel Supplier, the hotel or its representative.

Some hotels may charge additional local taxes.

EXCELLENT POGI TRAVEL AND TOURS CORP. may be required to pass your card details to the relevant Travel Supplier for fulfillment of the booking.

Payment methods other than those stated on the Site will not be accepted and no responsibility is accepted for cash, cheques or paypal sent through the post.

Before payment is received in full, EXCELLENT POGI TRAVEL AND TOURS CORP. or the Travel Supplier is not obliged to issue any tickets, confirmations, vouchers, or other travel documents. However, you shall in all cases remain liable for payment of the amounts agreed for the travel products and services ordered. Your tickets for scheduled flights will be sent to you within 24 hours of payment being accepted.

Payment can be made by all major debit and credit cards as detailed on the Site. EXCELLENT POGI TRAVEL AND TOURS CORP. reserves the right to charge you in addition for any handling fees we or the



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Travel Supplier incur in relation to bookings made by credit card. You will be notified of the relevant charges at the time of booking. EXCELLENT POGI TRAVEL AND TOURS CORP. reserves the right to pass on any charges relating to card charge backs. If your booking is being paid for with a third party credit card we shall require written authorization to be provided by the card-holder.

EXCELLENT POGI TRAVEL AND TOURS CORP. or the Travel Supplier reserves the right only to deliver tickets, confirmations, e-vouchers or other travel documents to your credit card billing address when requested to do so by the credit card issuer.

Failure to supply the correct credit or debit card billing address information may result in the cancellation of your booking, delays to the issue of your tickets and may make the fare(s) subject to increase. Please ensure that the billing address details you give match those on your billing statement.

Further, in an effort to minimize the effects of credit card fraud, we reserve the right to carry out random checks, including validating name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Acts .

In some cases, we may request you to either fax or post to us proof of your address and a copy of the credit card and recent statement before issuing any tickets.

Refunds will be processed to the form of payment used at the time of booking. This will be made payable to the person who made the original payment. Taxes fluctuate in line with exchange rates. If you pay by credit card , payment for your flights may be taken directly by the airline. If there are any problems with your payment, we will contact you within 48 hours of your booking (or within 24 hours if you are traveling is within 48 hours). EXCELLENT POGI TRAVEL AND TOURS CORP. will not be liable for any subsequent price increase as a result of payment failure.

Any price increase must be paid for by you before the booking can be confirmed. Please note that the airline payment and payment to EXCELLENT POGI TRAVEL AND TOURS CORP. for any other products or EXCELLENT POGI TRAVEL AND TOURS CORP. charges will appear as separate transactions on your credit card statement.

Liability of EXCELLENT POGI TRAVEL AND TOURS CORP.

Where you have bought a Flight+Hotel Package, EXCELLENT POGI TRAVEL AND TOURS CORP. accepts responsibility for ensuring that it is supplied as described on the Site, and for matters which arise as a direct result of our negligence and/or breach of our contract with you. Further, we accept liability for any negligent act or omission of our Travel Suppliers whilst they are acting within the scope or in the course of their authority to provide any service or arrangement forming part of the Flight+Hotel Package that you have booked with us, including death, personal injury or illness. Where you have bought any Package or any Other Product, your contract is with the Travel Supplier for whom we are acting as agent. While we are therefore unable to compensate you, we will do our utmost to contact the Travel Supplier on your behalf.



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EXCELLENT POGI TRAVEL AND TOURS CORP. does not accept liability where the failure to provide part or all of your booking, death or personal injury is not caused by any fault of us, our agents or Travel Suppliers. In respect of international travel, our liability will be limited in the manner provided by the relevant international conventions.

Where EXCELLENT POGI TRAVEL AND TOURS CORP. is liable for direct loss this will be limited to a maximum of the total price of the products or services in respect of which a claim is made (save for the case of death or personal injury in respect of which there is no limit).

EXCELLENT POGI TRAVEL AND TOURS CORP. will not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of your use of this Site or any of the travel products or services booked or purchased on the Site.

Queries and Complaints relating to your Booking

Please contact our customer services team, if you have any other inquiries or complaints relating to your booking prior to departure.

If you have a complaint relating to a Travel Supplier and/or hotel during your stay, please ensure that you officially log your complaint with the relevant Travel Supplier and/or hotel prior to your return.

If you have any other inquiries or complaints relating to your booking during your stay, please contact our customer services team on your return and no later than 30 days after it giving your booking reference and all other relevant information. If we or any of our Travel Supplier's require further information you must supply that promptly in writing. This simple procedure must be followed as we and our Travel Supplier's need to be able to investigate the problem and, where possible, rectify it quickly. In relation to Flight+Hotel Packages your failure to comply with this procedure could result in us being unable to accept responsibility.

Customer Behavior

It is your responsibility to ensure that you do not behave in a way which is inappropriate or causes offense or danger to others or which risks damage to property belonging to others (including but not limited to drunkenness, air rage) whilst on your holiday or using a service/product. If your behavior is inappropriate and/or causes offense, or damage to others, or risks damage to property belonging to others, we and/or our Travel Suppliers (e.g. airline staff) may cancel your booking, in which case our and our Travel Supplier's responsibility to you will cease immediately and you will not be eligible for any refunds, payments of compensation and/or any reimbursement of any cost or expenses you may incur as a result of such termination. Further, you will be liable to reimburse us for any expenses we incur as a result of such termination.

Use of the Site

The Site is provided on an 'as is' and 'as available' basis. EXCELLENT POGI TRAVEL AND TOURS CORP. does not accept any liability in respect of your

ability to access or use the site at any time or any interruption in that access or use or any failure to complete any

transaction. EXCELLENT POGI TRAVEL AND TOURS CORP. does not warrant that the Site is free from



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computer viruses or other properties that may

cause loss or damage.

Information on the Site

EXCELLENT POGI TRAVEL AND TOURS CORP. offers all of the general information on the Site for purposes of guidance only.

Please note that EXCELLENT POGI TRAVEL AND TOURS CORP. may at any time change any aspect of the Site or its content, including the availability of any suppliers, features, information, database or content. You need to check with the relevant Travel Supplier, destination, embassy, or tourist office to confirm the guidance is up to date. In particular, with respect to passports, visas, and vaccination requirements, EXCELLENT POGI TRAVEL AND TOURS CORP. does not guarantee that the information is always up to date and it is your responsibility to ensure that you understand and comply with all relevant passport, visa, and vaccination requirements.

EXCELLENT POGI TRAVEL AND TOURS CORP. does not guarantee that information on the Site (including without limitation prices, descriptions or dates) is free from errors or omissions but we will use all reasonable endeavors to correct any errors or omissions as soon as practicable once they have been brought to our attention. By way of example, the majority of hotel and other accommodation descriptions are fed directly to our Site by the Travel Supplier or the hotel's themselves.

User Obligations

You agree to be bound by the following obligations, including without limitation:

You accept financial responsibility for all transactions made under your name or account.

You must be 18 years of age or over and have legal capacity.

You warrant that all information you provide about yourself or members of your household shall be true and accurate.

The Site must not be used for speculative, false or fraudulent bookings.

The transmission of threatening, defamatory, pornographic, political, or racist material or any material that is otherwise unlawful is expressly prohibited.

The Site and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way by you, except that one copy of the information contained within the Site may be made for personal, and non-commercial use.

Denial of Access

EXCELLENT POGI TRAVEL AND TOURS CORP. reserves the right to deny access to the Site at any time without notice.



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Force Majeure

EXCELLENT POGI TRAVEL AND TOURS CORP. shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks, or industrial action affecting EXCELLENT POGI TRAVEL AND TOURS CORP. or its suppliers.

Currency Converter

Currency rates quoted in the Site are derived from a number of sources and may not in all cases be updated daily.

You may wish to verify actual rates on the date of booking. In addition, where hotels are payable on check-out, the exchange rate may have changed since the time of booking.

Copyright and Trademarks

The copyright and all proprietary rights in the Site and all content are reserved by EXCELLENT POGI TRAVEL AND TOURS CORP. The material

contained within the Site is the property of EXCELLENT POGI TRAVEL AND TOURS CORP. or its affiliates unless identified as belonging to third parties. The name EXCELLENT POGI TRAVEL AND TOURS CORP. and any other marks, logos and graphics of EXCELLENT POGI TRAVEL AND TOURS CORP. displayed on the Site are registered trademarks of EXCELLENT POGI TRAVEL AND TOURS CORP. or its affiliates. Other company and product or service names displayed on the Site may be the trademarks of their respective owners.

You are not granted any right or license to use any trademarks.

Privacy Policy

The terms of the EXCELLENT POGI TRAVEL AND TOURS CORP. Privacy Policy are incorporated into these Terms and Conditions. You agree to the use of personal information by EXCELLENT POGI TRAVEL AND TOURS CORP. and its affiliates or third party suppliers in accordance with the terms of and for the purposes set forth in the EXCELLENT POGI TRAVEL AND TOURS CORP. Privacy Policy.

Security Policy

EXCELLENT POGI TRAVEL AND TOURS CORP uses secure technology in order to safeguard personal information and financial transactions.

EXCELLENT POGI TRAVEL AND TOURS CORP complies with the procedures and security standards of the Travel Industry.

Changes to Terms and Conditions



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EXCELLENT POGI TRAVEL AND TOURS CORP reserves the right to change or update the Terms and Conditions relating to use of the Site from time to time without prior notice to Users. The current version of the Terms and Conditions will be displayed within the

site from the date on which any changes come into effect. Continued use of the Site following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

This User Agreement is between you and EXCELLENT POGI TRAVEL AND TOURS CORP. governed by applicable laws.

