



TERMS AND CONDITIONS

GENERAL TERMS & CONDITIONS FOR SMURFS RENTAL AND TOURS

VEHICLE RENTAL

1. Reservation

To reserve one of our vehicles, please ensure the following requirements are met:

- Provide Full Name
- Supply Address (Condo or Hotel address)
- Provide Contact Number(s)
- Present at least 2 valid IDs or Passport
- Submit Proof of Billing (e.g., Hotel invoice, Credit Card Statement, Electric Bill, etc.)
- Payment of a refundable reservation fee of Php 1000

Upon submission of Full Name, Address, and Contact Number, SMURF Rental and Tours will issue a provisional confirmation note. Final confirmation is contingent upon receipt of the 1000P reservation fee at least 48 hours before the rental start date and time. Failure to fulfill any of the above requirements may result in the vehicle being rented out to another customer without prior notice.

2. Cancellation Policy

Cancellation or No-Show fees are as follows:

One month or more ahead of rental: FREE

30 – 10 days ahead of rental: 1-day rental fee*

9 – 3 days ahead of rental: 50% of the total rental fee*

3 days or less & no show: 100% of rental fee*

Minimum cancellation fee is 1000P. Travel issues such as flight cancellations or quarantine situations are not recognized as valid reasons for cancellation, as bookings are processed during ongoing quarantine restrictions in the Philippines.

3. Identification of Rental Vehicle & Vehicle Classes

Customers have the right to reserve and book any class of car confirmed by SMURF Rental and Tours, but not for a specific make, model, or color. The right is limited to the booked class of vehicle. SMURF Rental and Tours may provide a different vehicle within the same class or upgrade the customer to the next higher class.

Class options include:

A1 Hatchback manual (e.g., Wigo)



B2 Compact manual (e.g., Vios, City)
A2 Hatchback Automatic (e.g., Wigo AT)
B2 Compact Automatic (e.g., Vios)
S2 Full-size SUV 7-seater automatic (e.g., Fortuner, Everest)
M1 7-8 Seater automatic MPV (e.g., Xpander, Innova)
M2 12+ Seaters (e.g., Hiace, Navarra)

4. Rental Term

The rental term begins from the vehicle pickup date and time stated in the individual Car Rental Agreement and ends upon the vehicle's return and completion of all agreement terms by both Parties. The term may be shortened or extended by mutual consent. There is no refund for early returns. Delayed returns without prior notice may be considered theft, incurring fees and penalties.

The designated return point is the SMURD Rental and Tours office in Siquijor, and it is the Renter's responsibility to return the vehicle there. Failure to do so may result in penalties.

5. Scope of Use

The Renter agrees to use the Rental Vehicle for personal or routine business use only, operating it on properly maintained roads and parking lots. The Renter must comply with all applicable laws regarding vehicle operation and licensure. Subleasing the vehicle or using it as a vehicle for hire is prohibited. The vehicle must not leave Siquijor Island, and it cannot be used for driving tests or test drives. Violations are subject to penalties and legal action.

6. Mileage

The Rental Vehicle includes 50 kilometers of mileage. Additional mileage will be charged as specified in the rental agreements. All-inclusive rates are available upon request.

7. Rental Fees

Rental fees include a base fee per day. Fuel is not included, and the vehicle must be returned with the same fuel level or higher. Failure to do so will incur a fee. The vehicle must be returned in a clean state, both inside and outside. Failure to return the vehicle clean will result in cleaning and stain removal fees.

8. Security Deposit

A security deposit of 3000PHP is required to cover any loss or damage to the Rental Vehicle during the rental term. The Owner may place a hold on a credit card instead of collecting a deposit. The deposit will be applied to cover repair or replacement costs for any damage. The Renter is responsible for any costs exceeding the deposit amount.

9. Insurance

The Owner provides insurance coverage for damage to the Rental Vehicle and personal injury to the Renter, passengers, and other persons or property. The Renter agrees to pay any required insurance deductible and compensate for rental days lost due to damage or loss. Certain damages, such as those not caused by accidents or under the influence of drugs or alcohol, are not covered by insurance and must be fully paid by the Renter.

10. Indemnification

The Renter agrees to indemnify and hold harmless the Owner for any loss, damage, or legal actions resulting from the Renter's use of the Rental Vehicle. This includes attorney fees and any citations received while in possession of the vehicle.

11. Representations and Warranties

The Owner warrants that the Rental Vehicle is in good condition and safe for operation. The Renter warrants that they are legally entitled to operate a motor vehicle and will not operate it in violation of any laws or in a negligent manner. The Renter acknowledges any existing damage to the vehicle upon inspection.

12. Jurisdiction and Venue

Disputes over this Car Rental Agreement will be governed by the laws of the Philippines, and any legal proceedings must be conducted in Cebu City, Region 7 Central Visayas. If any part of the agreement is found unenforceable, the remaining terms will still apply.

13. Entire Agreement

By finalizing a booking, the Renter agrees to these General Terms & Conditions. This Car Rental Agreement constitutes the entire agreement between the Parties, and any modifications must be made in writing and signed by both Parties. Failure to adhere to confidentiality provisions may result in legal action and penalties.



TOURS

1. Booking

To reserve a tour with SMURF Rentals and Tours, customers must provide the following information:

- Full Name
- Contact Number(s)
- Email Address
- Number of Participants
- Desired Tour Date and Time

Upon receipt of this information, SMURF Rentals and Tours will issue a provisional confirmation note. Final confirmation is subject to payment of the tour fee in full at least 48 hours before the scheduled tour date.

2. Cancellation Policy

Cancellation of a tour booking must be made at least 72 hours before the scheduled tour date to receive a full refund. Cancellations made less than 72 hours before the tour date will not be eligible for a refund. In case of unforeseen circumstances or force majeure events, such as extreme weather conditions or government advisories, SMURF Rentals and Tours reserves the right to cancel or reschedule the tour without prior notice.

3. Tour Itinerary

SMURF Rentals and Tours will provide customers with a detailed itinerary for the tour, including information on destinations, activities, and duration. While we make every effort to adhere to the proposed itinerary, circumstances beyond our control, such as traffic conditions or site closures, may necessitate changes. In such cases, SMURF Rentals and Tours will endeavor to provide suitable alternatives or compensation where applicable.

4. Participant Conduct

Participants are expected to behave respectfully towards the tour guide, other participants, and local communities visited during the tour. Any disruptive behavior, including but not limited to harassment, intoxication, or disregard for safety instructions, will result in immediate removal from the tour without refund.

5. Health and Safety

SMURF Rentals and Tours prioritizes the health and safety of our customers and tour guides. Participants are required to adhere to all safety instructions provided by the tour guide and



exercise caution when exploring unfamiliar environments. It is recommended that participants carry adequate water, sunscreen, and any necessary medication for the duration of the tour. SMURF Rentals and Tours is not liable for any injuries or accidents that may occur during the tour.

6. Tour Fees

The tour fee covers the cost of transportation, guided services, and any specified activities or entrance fees as outlined in the tour itinerary. Additional expenses incurred by participants, such as meals, souvenirs, or optional activities not included in the itinerary, are the responsibility of the individual participant.

7. Liability

While every effort is made to ensure the safety and enjoyment of participants, SMURF Rentals and Tours shall not be liable for any loss, damage, injury, or inconvenience arising from factors beyond our control, including but not limited to natural disasters, accidents, or acts of third parties. Participants are advised to obtain travel insurance to cover unforeseen circumstances.

8. Photography and Media

By participating in a tour with SMURF Rentals and Tours, participants grant permission for their likeness to be used in promotional materials, including photographs, videos, and social media posts. If participants do not wish to be photographed or filmed, they must inform the tour guide in advance.

9. Feedback and Complaints

SMURF Rentals and Tours welcomes feedback from participants to improve our services. Any complaints or concerns should be raised with the tour guide or customer service representative at the earliest opportunity to allow for timely resolution.

10. Jurisdiction and Venue

Disputes arising from these Terms and Conditions shall be governed by the laws of the Philippines, and any legal proceedings shall be brought exclusively in the courts of Cebu City, Region 7 Central Visayas.

11. Entire Agreement

By booking a tour with SMURF Rentals and Tours, participants agree to abide by these Terms and Conditions. This agreement constitutes the entire understanding between the parties and supersedes any prior agreements or representations, whether written or oral.