

# General Booking and Payment Terms and Conditions

## 1. Entry into Agreement regarding Travel.

Upon payment of the deposit the parties have entered into an enforceable contract.

## 2. Payment Terms

### 2.1 resort

A reservation for accommodation, board and transfer by BlueStar is made upon BlueStar's receipt of a deposit of 30% of the price of the stay at the resort (see Total resort). Upon payment of the remainder at least 30 days prior to commencement of the stay, the guest is guaranteed the reservation and entitlement to a bungalow. BlueStar is thereby able to minimize bungalow vacancy by either holding a space or offering the bungalow to other guests.

### 2.2 dive

Diving services may be paid for on site, however, BlueStar recommends that such fees be pre-paid, as such services can only be paid for in cash and the next cash machine is located in Tagbilaran, approximately two hours by car from the resort. In addition, if payment is made at least 30 days prior to commencement of the stay, BlueStar can guarantee that the requested diving courses will take place and that the desired rental gear is available. If the guest does not use the pre-paid diving services, BlueStar will reimburse the overpaid amount (this does not apply to diving packages that have commenced).

## 3. Cancellation Charges

Upon cancellation of a reservation, the following cancellation fees will become due, and BlueStar may offset such fees against payments the guest has already made:

### 3.1 resort

- up to 120 days before the start of the stay, no cancellation charges will apply;
- between 119 and 60 days prior to the stay, 10% of the resort costs;
- between 59 and 30 days prior to the stay, 30% of the resort costs;
- between 29 and 10 days prior to the stay, 50% of the resort costs; and
- between 9 and 0 days prior to the stay, 90% of the resort costs.

### 3.2 dive

Cancellation fees are not charged for diving services.

#### **4. Services**

The services provided are as described in the written materials provided by BlueStar as well as in any other written agreements between BlueStar and the guest. BlueStar has the right to change the services provided to the extent external circumstances make such a change necessary (e.g. wave condition, weather).

#### **5. Termination**

Either party may terminate the agreement in the event of force majeure, significant danger or adverse conditions as a result of unforeseeable and extraordinary circumstances such as a war, internal conflicts, epidemics, governmental action, natural catastrophe, catastrophic accidents or similar events.

#### **7. Deficiencies**

If the services provided are not in accordance with the agreed services, the guest must immediately report this to the resort management. The resort management is required to discuss the reported deficiencies with the guest and to remedy such deficiencies if possible. If deficiencies are reported after the fact, the guest does not have a right to a refund for services that have already been provided.

#### **8. Insurance, Passport, Visa, Currency and Health Regulations**

Our prices do not include any type of insurance (including but not limited to travel, cancellation, or health insurance). The Guest is recommended to have and is solely responsible for insurance. The guest is also solely responsible for fulfilling the legal requirements necessary to carry out the trip and for observing applicable laws.

#### **9. Venue**

Venue for resolution of all disputes is Turbenthal, Switzerland.

#### **10. Severability**

If any clause or condition of the agreement between the parties is determined to be unenforceable, such determination shall have no effect on the remaining clauses and conditions of such agreement.

Turbenthal, August 2007