

Term and Conditions

Eco Cruise Curaçao terms and conditions applies to all participants participating in our tours and can be viewed and downloaded from our website. You may also request a print out at our offices.

Security Deposit

No security deposit is required, however, if any damages incur to boat, scooter or accessories during the activity, the customer is required to cover all associated cost as indicated in this Terms and Condition and our Waiver.

Weather Conditions:

Eco Cruise Curacao will not depart in unsafe weather conditions. Our staff will assess the weather and should the staff determine that the conditions are unsafe to carry out a tour, the tour may be postponed or canceled. Every effort will be made to reschedule your tour during your stay. If you are unable to reschedule your tour, we will refund you.

Reservation and Boarding Information:

For tour activities, please arrive at least 30 minutes (for boat tours) and 15 minutes (for scooter tour) prior to start time. A valid identification for all persons as of 18 years old is required.

Participants - Boat Tour:

- (A) Must be a minimum of 4 years old.
- (B) Must have a valid National ID to book our tours.
- (C) Participants between 4 and 17 years old must be accompanied by at least one parent or legal guardian.

All persons involved with our tour activities acknowledge that said activities are potentially dangerous and agree to hold Eco Cruise Curaçao, all owners, employees and affiliated third party and properties harmless.

Participants - Scooter Tour:

- (A) Must be a minimum of 5 years old and not shorter than 1.55 meters (5ft) to ride behind (double seat)
- (B) Must have a valid driver's license or National ID to book tour.
- (C) All drivers must be 18 years or older to book a tour on your own.
- (D) Riders between 13 and 17 year old must be accompanied in the group by at least one adult, or adult must sign on their behalf if not participating in tour.

All persons involved with our tour activities acknowledge that said tour activities are potentially dangerous and agree to hold Eco Cruise Curaçao, all owners, employees and affiliated properties harmless.

Payment Policy:

Eco Cruise Curaçao accepts cash, debit and all major credit cards (MasterCard, Visa, Discover Card, and American Express) for credit identification and payment for selected tour. All payments for online or walk in reservation must be done at time of reservation in full (see cancellation policy for cancellation). In cases, where eligible for a refund, refund will be done by same method of payment used for the reservation, being it by credit card, cash or by wire transfer, at the discretion of **Eco Cruise Curaçao**.

Cancellations Policy:

As a courtesy to fellow customers, kindly cancel any unneeded reservation if your plans change, as soon as possible.

- Cancellation 48 hours or more priority to the activity starting date will receive a full refund
- Cancellation between 48 to 24 hours priority to the activity starting date is entitled to 50% refund, regardless of reason
- Cancellations within 24 hours from your reserved date will receive NO REFUND of any kind, regardless of whether or not the slot is re-booked by another party.

NO SHOWS are charged in full for the tour activity. Any party that has not arrived by the scheduled time of the tour shall be deemed a NO SHOW.

We reserve the right to cancel your reservation for violations of our policies.

We reserve the right, solely at our discretion, to reschedule and/or cancel your reservation in the event of inclement weather or any situation that may pose a threat to the safety of our customers and/ or staff. For reservations canceled due to unfavorable weather condition (or any other VALID and APPROVED reason) during the tour's time frame, guest will be proposed a new tour time and date. Customer may also choose a suitable date and time within our regular scheduling. However, it is the sole decision of Eco Cruise Curaçao to determine if proposed date and time by customer is suitable.

Damages - Boat Tours:

I agree to pay repair cost for any damages to the boat, in parts, or equipment provided by Eco Cruise Curaçao or any third party OTHER THAN ORDINARY WEAR AND TEAR and as such, irrevocably permit Eco Cruise Curaçao to deduct said costs or a prepayment thereof from my credit card or security deposit. If a deposit was not taken by Eco Cruise Curaçao, I agree to immediately pay a minimal of 75USD (seventy five dollars). If equipment(s) is/ are damaged beyond repair, I agree to pay to Eco Cruise Curaçao a full sum immediately for replacement.

Damages - Scooter Tours:

Customer shall notify **Eco Cruise Curaçao** immediately of any and all accidents and damage resulting from the use, operation or riding of the scooter. **Customer** agrees to pay all costs, expenses, and attorneys fees incurred by **Eco Cruise Curaçao** in collecting sums due or in regaining possession of **Equipment** or in

enforcing or recovering any damage, losses or claims against **Customer**. The **Customer** agrees to inform **Eco Cruise Curaçao** immediately of any defect or malfunction while in use. Once notified, **Eco Cruise Curaçao** will assess if the scooter is still fit to operate for remaining of the tour. At no time should the key(s) be left in the Equipment unattended, unless instructed by one of our tour guides. **Customer** is responsible for the loss, theft, damage or destruction of the **Equipment** and agrees to pay the full replacement of value for the item(s), being a minimum of USD75.00, in cash, credit or debit card. If electric Scooter(s) is/ are damaged beyond repair, customer agree to pay to Eco Cruise Curaçao a total sum of USD 850.00 immediately for an equivalent replacement. The **Customer** also agrees to authorize the replacement cost of damaged or lost item(s) to the Customer's credit card given (if any) immediately. The **Customer** agrees to return the rental item(s) and all accessories, which includes but not limited to, helmet(s) battery, in the same condition as it was delivered.

Refunds:

All refunds will be made by a method of payment used for the reservation, by cash or by wire transfer at the discretion of **Eco Cruise Curaçao**. All refunds are done within 7 bank days after originally booked tour date.

- There is NO early return refund.
- There is no refund for customers not able to participate due to his/ her lack of ability to participate.
- There's no refund if you've missed your tour due to late arrival. Every attempt will be made to re-schedule but only based on availability and discretion of our staff member(s). New re-scheduled date must be within 48 hours from original tour date. If you've missed your new re-scheduled date/time, and or an agreement cannot be reached based on staff member's suggestion, you (customer) are NOT eligible for a refund.

Eco Cruise Curaçao reserves the right to re-book your availability to an alternative Customer if cannot participate regardless of the reason, and will NOT refund or credit the original Customer under these circumstances.

Note: Please note that refunds for Lastschriftverfahren and iDeal will be a manually processed via wire transfer and may take up to 10 (ten) work days.

Insurance for Scooter:

Eco Cruise Curaçao scooters are WA (Third Party) insured, and only provide coverage for damages to other vehicle(s) or properties, other than that of **Eco Cruise Curaçao**. In the event of an accident, if the customer is at fault, customer is responsible for any and all damages occur to scooter(s), persons (including him/her self, passenger) and rented equipment. Customer agrees to pay all costs, expenses, and legal fees incurred by **Eco Cruise Curaçao** in collecting sums due or in regaining possession of **Equipment** or in enforcing or recovering any damage, losses or claims against Customer.

