

# TERMS & CONDITIONS

## 1. TOUR BOOKING (BOOKING)

### 1.1 Advance Booking

Users of the service (“Customer”) must make tour reservations in advance via the channels designated by the Company. The Company reserves the right to refuse any reservation or deny service if there is a valid reason or if there are constraints regarding available seats, dates, times, or other pertinent factors.

### 1.2 Booking Details

Customers are required to accurately and completely provide personal information and booking details such as full name, travel date, number of participants, and contact information. Failure to provide complete or accurate information may result in the Company’s inability to confirm the booking or to provide the service.

### 1.3 Age Requirements

1. The individual booking the tour and entering into an agreement with the Company must be at least 20 years of age. If the individual does not meet this age requirement, a parent or legal guardian must provide written consent.
2. The Company reserves the right to refuse service or cancel the booking without liability if any participant under the age of 20 is traveling without a parent or legal guardian.
3. Certain activities, such as scuba diving, jet skiing, or parasailing, may have additional minimum age requirements based on safety standards or insurance policies. Customers are responsible for verifying these requirements prior to booking.

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## 2. PAYMENT

### 2.1 Payment Methods

- **QR Payment:** Payment via QR code through the account or channel designated by the Company.
- **Credit/Debit Card (Visa):** Payment through the Omise Payment Gateway, which may include additional fees to be disclosed prior to payment.

### 2.2 Payment Deadlines

- **QR Payment:** Customers may scan the QR code provided by Omise Payment Gateway. The QR code is linked to Omise’s account; Omise will then transfer the payment to the Company as agreed. The QR code may be scanned on the Company’s website or application.
- **Credit/Debit Card (Visa):** Customers may pay using a Visa credit or debit card through the Omise Payment Gateway, where Omise will verify and approve the transaction. Customers should ensure that the card used is valid and has sufficient credit limit to cover the full payment amount. Any additional fees (if applicable) will be disclosed prior to payment.

## **2.3 Card Security**

For credit/debit card transactions, the Company uses Omise Payment Gateway, which adheres to recognized security standards (such as PCI-DSS). Customers must ensure that transactions are conducted through the Company's secure channels. Should any security concerns arise or if unauthorized charges are detected, the Customer must immediately contact the Company or the relevant financial institution.

## **2.4 Currency and Bank Fees**

- All tour prices are quoted in Thai Baht (THB) unless otherwise specified.
- Bank fees, foreign exchange rates, or any other charges incurred from making a payment (if any) are the responsibility of the Customer.

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## **3. BOOKING CONFIRMATION**

### **3.1 Confirmation Email**

Upon receipt of the booking request and payment, the Company will send a confirmation email ("Booking Confirmation") or other proof of reservation to the Customer. This serves as evidence that the booking has been successfully completed.

### **3.2 Accuracy of Information**

Customers must verify the accuracy of all booking details provided in the confirmation email. If any errors or questions arise, the Customer must notify the Company immediately. If no notification is given, the Company will assume all details are correct and may refuse to make any changes resulting from the Customer's error.

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## **4. CANCELLATION BY THE COMPANY**

### **4.1 Grounds for Cancellation**

The Company reserves the right to cancel a booking under the following circumstances:

- Occurrence of force majeure or events beyond the Company's control (e.g., unfavorable weather conditions as indicated by the Marine Department, natural disasters, changes in government regulations, or emergencies).
- The Company has reasonable grounds to believe that the booking is made for unlawful purposes or may cause harm to the Company or other customers.

### **4.2 Notice of Cancellation**

The Company will endeavor to inform the Customer of such cancellation at the earliest possible time and will provide guidance regarding refunds or rescheduling (if applicable).

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## 5. CANCELLATION BY THE CUSTOMER

### 5.1 Cancellation and Refund Policy

If the Customer wishes to cancel a booking, a written request (e.g., via email or a form provided by the Company) must be submitted under the following conditions:

- **Cancellation more than 24 hours before the tour date:** The Customer will receive a full refund.
- **Cancellation less than 24 hours before the tour date:** No refund will be provided.

**Note:**

- The reference period of “24 hours” or cut-off time is based on 23:59 (GMT+7, Thailand Time) on the day prior to the tour date.
- The Company reserves the right to modify this cancellation policy in response to specific circumstances or special promotions, subject to prior notification to the Customer.

### 5.2 Refunds

The Company will process refunds using the same payment method originally used by the Customer. If this is not possible, the Company will propose an alternative refund method, and any additional transfer or processing fees may be borne by the Customer.

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## 6. AMENDMENT

### 6.1 Changes to the Travel Date

If the Customer wishes to change the travel date or any other booking details, they must notify the Company at the earliest opportunity. Additional charges or conditions may apply, subject to seat availability and the tour schedule for the requested date.

### 6.2 Approval of Amendments

The Company does not guarantee that all amendment requests can be accommodated. This will depend on the availability of services, the status of the tour, and other relevant factors at the Company's discretion.

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## 7. MISCELLANEOUS

### 7.1 Governing Law

These Terms & Conditions are governed by the laws of Thailand, including but not limited to the Civil and Commercial Code, the Consumer Protection Act, and any other relevant laws. Any dispute that cannot be resolved amicably shall be subject to the jurisdiction of the competent Thai courts.

### 7.2 Modification of Terms

The Company reserves the right to update or amend these Terms & Conditions at any time and will notify Customers through appropriate channels if there are significant changes.

### **7.3 Severability**

If any provision of these Terms & Conditions is found to be invalid, unlawful, or unenforceable, such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions, which shall continue in full force and effect.