



TERMS AND CONDITIONS

1. Covid-19 Regulations and Restrictions:

- 1.1 Seahorse Ferries Company Limited (“**Seahorse Ferries**”) adheres to and strictly follows all government guidelines/restrictions aboard the Seahorse Ferries’ vessel(s) (“**Vessel(s)**”) and port facilities. The Vessel(s) is constantly cleaned and sanitized to ensure the maximum possible safety within such guidelines of all aboard.
- 1.2 All passengers including occupants of Private Vehicle and/or Commercial Vehicle (“**Passengers**”) are required to strictly follow all such guidelines and seek assistance from the staff/crew member (“**Crew Members**”) if any difficulties or concerns arise. The Passengers shall not travel if they have any symptoms of Covid-19 infection (namely cough, runny nose, fever, sore throat, shortness of breath and other respiratory symptoms) or have had contact with a Covid-19 patient within 14 days prior to the trip.
- 1.3 All Passengers are required to confirm when booking that they are Covid-19 free to the best of their knowledge. All Passengers when boarding/disembarking will be subject to temperature scans and Passengers found to have a temperature in excess of 37.5 degrees Celsius will be subject to additional tests for the benefit/safety of all. During the trip, the Passengers shall keep wearing masks, make sure that mouth and nose are covered, avoid touching the mask while wearing it and maintain social distancing – preferably 2 meters but at least 1 meter apart. There will be hand sanitizers available in various locations throughout the Vessel(s).
- 1.4 If the Crew Members who carry out the control measures during the boarding assess that:
 - (i) The Passengers have symptoms which indicate a Covid-19 infection; or
 - (ii) The Passengers’ indicate that there has been contact with a person with Covid-19 infection; or
 - (iii) The Passengers refuse to use a mask on the Vessel(s).

The Passengers will be denied boarding the Vessel(s) and the applicable provisions for the use of tickets at a later date or for their cancellation will apply.

2. Booking & Payment:

- 2.1 By making a booking, the Passengers agree to enter into a contract with Seahorse Ferries and this Terms and Conditions shall be applied. Seahorse Ferries reserves the right to change these Terms and Conditions at any time by posting amended Terms and Conditions on “seahorse-ferries.com.” The amended Terms and Conditions will be effective immediately, and by continuing to use services, the Passengers agree to be bound by the amended Terms and Conditions. Seahorse Ferries encourage the Passengers to periodically revisit this page to review the Terms and Conditions as modified from time to time.
- 2.2 A booking with six (6) or more Passengers (including children of any age) must be made as a group booking and is subject to Seahorse Ferries’ specific terms which may be varied from time to time. Please contact our customer service team (“**Customer Service**”) for further details.

- 2.3 Directly after making a booking, the Passengers will be issued with an “online” booking note and corresponding email and notification message. The “online” booking note should be printed and presented to Seahorse Ferries staff prior to boarding the Vessel(s) at the “Check In” area.
- 2.4 Fares must be paid in full when a booking is made. In the event that the fares have not been paid in full for any reason whatsoever, Seahorse Ferries reserves the right to cancel the booking prior to check-in and to disallow the Passengers to board the Vessel(s).
- 2.5 If the Passengers have not received the confirmation “online” booking note within 24 hours after receiving the payment confirmation, please immediately contact Seahorse Ferries to reissue the ticket. If Seahorse Ferries has not been contacted within 24 hours prior to the departure time, it shall not be held responsible if the Passengers did not receive such reissued ticket on time.
- 2.6 “Commercial Vehicle” means, when accompanied by a driver and whether empty or not, (a) buses, hearse, minibus, truck, trailer and caravan, lorries, commercial trailers and any other similar vehicles typically used for the carriage of goods or with the carriage of fare paying customers, (b) modified vehicles for the carriage of commercial goods over 6 m long and/or 1.8 m high (including roof racks, carried cycles etc.), and (c) any other vehicle taken onto the Vessel(s) for or in connection with any trade or business.
- 2.7 “Private Vehicle” means all vehicles other than the Commercial Vehicle as set out in Clause 2.6.
- 2.8 The following vehicles must be declared at the time of booking:
 - (a) all Commercial Vehicles under Clause 2.6;
 - (b) Private Vehicles carrying hazardous goods; and
 - (c) all vehicles carrying over 9,500 kg.
- 2.9 In case of travelling with a pet, the Passengers **must** declare at the time of booking and in advance of travel. All pets should either be on leads or in appropriate carrying cages/baskets. Pets will not be allowed aboard without any form of restraint. ALL pets must not be allowed to run around free/loose aboard the Vessel(s) at any time and should not be allowed in public areas/rooms etc.
- 2.10 Arrangements for pets on board are available at the “Pet Centre” where they will be cared for and housed during the voyage. Pets will not be allowed in the Passengers areas of the Vessel(s) under any circumstances, excluding guide dogs for the blind. Carriage of any/all pets is strictly at the risk of the owners and all animals travelling on board must be fit and healthy prior to boarding. Injured and/or diseased animals are not permitted to onboard the Vessel(s). The Vessel(s)’s captain shall ultimately have the final decision in deciding if any/all pets are suitable and safe to travel aboard the Vessel(s). Seahorse Ferries does not allow pets to be kept within Private Vehicle and/or Commercial Vehicle during the voyage and remind all Passengers that all garage decks are ‘off limits’ during sea voyages. Passengers who ignore this shall do so at strictly their own risk and consequence.

3. Ticket Condition:

- 3.1 The ticket, which is electronically issued in the Passengers’ name, is a personal and non-transferrable asset unless specifically approved.
- 3.2 The ticket is only valid for the date(s) and time(s) specified on the ticket. The change of date(s) and time(s) can be made 36 hours or more prior to scheduled departure by contacting the Customer Service.
- 3.3 The Passengers may receive the ticket via email, mobile or tablet or collected directly from Seahorse Ferries.
- 3.4 When a ticket is lost, a new ticket must be bought. The Passengers must declare in writing the ticket(s) loss, indicating the departure date, the itinerary and the number of the lost ticket as well as the number of

the new ticket bought. The declaration and a photocopy of the new ticket bought must be sent to Customer Service or e-mail to “seahorse-ferries.com”.

4. Fares & Taxes:

- 4.1 Fares are subject to availability at the time of booking and may change at any time before the booking is confirmed.
- 4.2 Fares and charges are payable in the currency selected with the published fares unless otherwise specifically stated by Seahorse Ferries.
- 4.3 All fares, prices, trip schedules, routes published, and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice. Fares may exclude administration fees, service charges and other charges unless otherwise specifically stated by Seahorse Ferries.
- 4.4 The Passengers may be subject to any applicable tax and an agency administration service fee in respect of the use of any of Seahorse Ferries’ services or facilities – and may vary depending on the route, Vessel(s), dates and time of travel – which will be in addition to the stated ticket price, unless otherwise specifically stated by Seahorse Ferries. Taxes and service fees may change from time to time.
- 4.5 Misusing the terms of the ticket or any promotion, the differentiation between the cost of your original ticket and the appropriate current fare will be charged.

5. Cancellations & Delays:

- 5.1 Seahorse Ferries reserves the right to vary the service in any way whatsoever without any liability to the Passengers. Seahorse Ferries also reserves the right to cancel a booking or change the schedule at any time prior the trip due to Force Majeure, any safety reasons or Vessel(s) breakdowns.
- 5.2 Seahorse Ferries and/or its directors, employees, Crew Members, representatives, agents and subcontractors (collectively referred to as “**Related Party**”) shall not be liable for any loss, damage or injury which may arise in the event of any cancellation or delay of the service. Seahorse Ferries shall not be liable in any way for the cost of any accommodation or for any alternative means of travel which may arise through cancellations or delays. Additional expense so arising shall be the sole liability and responsibility of the Passengers.

6. Refunds & Rescheduling:

- 6.1 Refunds will only be issued at Seahorse Ferries own discretion within 72 hours of any cancellation notice at 10% of the ticket price or THB 500, whichever is greater. Booking amendment(s) will be subject to an administration fee of THB 200 plus the difference in fare. Rescheduling is based on space availability and should be made 48 hours or more prior to scheduled departure, especially in high season periods. Bookings that have been made in less than 48 hours from departure are strictly not subject to any changes or cancellation.
- 6.2 In the event that the trip is cancelled for any reason and the Passengers requested a cancellation without rescheduling, the ticket price will be refunded excluding administration fees and/or service fee charges.
- 6.3 If the ticket is rejected by the Crew Members which is not caused by the Passengers’ fault and resulting that the Passengers purchase a new ticket, the Passengers are entitled to request for refunds by delivering a scanned image of the rejected ticket and the newly purchased ticket to the Customer Service as evidence of the Passengers’ purchase.

7. Chargeback/Dispute Cases:

- 7.1 By using Seahorse Ferries website i.e. “seahorse-ferries.com” and services, **the Passengers agree to contact the Customer Service to resolve any problems the Passengers might have before opening a**

dispute with the bank. If the Passengers fail to do so, the Passengers agree to pay THB 500 fine for operational costs of chargeback processing.

7.2 At “seahorse-ferries.com”, the Customer Service will do everything possible to help the Passengers solving problems that might happen during the booking process or until the Passengers have travelled smoothly.

8. Disabled or Special Needs Assistance:

8.1 The Passengers who are disabled, have any physical impediments, pregnant, or have any heart, back problems, medical conditions, illnesses including those that may require administering or carrying medication, syringes onboard, or is traveling with infants (under 3 years old) shall notify Seahorse Ferries at the time of booking or at least 48 hours prior to the scheduled departure if any assistance is required, or have any special needs with respect to seating or accommodation or need to bring medical equipment on board. Failure to notify, Seahorse Ferries will result in the service being unavailable upon the arrival at the port and being refused carriage.

8.2 Children below the age of 12 **will not** be accepted boarding onto the Vessel(s) unless accompanied by a person of at least 18 years of age.

8.3 Seahorse Ferries is unable to transport anyone who is 32 weeks or more at the time of travel or travellers with pregnancy complication.

9. Boarding:

9.1 The Passengers must arrive no later than 45 minutes prior to the scheduled times of departure, failure to do so could result in the forfeit of the paid ticket price.

9.2 The Vessel(s) boarding will be closed 20 minutes before departure time and there will be no refunds or rescheduling if the departure times are missed. The Crew Members may allow the Passengers on board the next Vessel(s) (if there is one available), strictly at its discretion only.

9.3 For safety reason and security concern, all Passengers are not allowed to walk around the port and/or departing area/pier, and the Passengers must enter and leave the Vessel(s) in Private Vehicle and/or Commercial Vehicle – Seahorse Ferries will provide transporting vehicle for foot passengers to/from the Vessel(s).

10. General Behaviour:

10.1 Once at the departing area/pier, Passengers shall at all time carry all/any necessary travel document such as valid national I.D. card, passport or government issued identification and comply with the instructions of the Crew Members concerning all matters connected with the service and should comply with any notice(s) exhibited on the Vessel(s).

10.2 Bad behaviour, intoxication or actions which could endanger other Passengers, Private Vehicle and/or Commercial Vehicle, Crew Members or Vessel(s) and affect the safety of all, Seahorse Ferries reserves the right to call the police or other enforcement agencies accordingly. The Passengers aboard the Vessel(s) causing serious breaches of behaviour or endangering other Passengers, Private Vehicle and/or Commercial Vehicle, Crew Members or the Vessel(s), may be restrained and held pending arrival of enforcement agencies at the discretion of the Vessel(s)'s captain.

10.3 The Passengers shall comply with the orders of the Crew Members regarding the maintenance of order and safety of the Vessel(s). Any complaints during the trip should be addressed to the Crew Members, and, upon arrival, may be address to the Customer Service.

10.4 Pets must always remain under the control of the Passengers and be kept on a lead at all times. Pets must be deposited at the on-board “Pet Centre” during the voyage, which is available to all Passengers for a

minimal fee and any special foods/diets etc. are to be provided by the pet owners themselves. Failure to advise Crew Members of any special needs of all/any pets is strictly the risk and consequence of the pet owners/Passengers. It is the responsibility of the Passengers to obtain and comply with current regulations for the transport of animals.

- 10.5 Smoking is not permitted within any area of the Vessel(s), including rooms and public facilities (*note, vaping (e-cigarette) is illegal for use in Thailand and anyone found using do so strictly at their own risk and consequences). No alcohol may be brought on board for consumption. Seahorse Ferries reserves the right, at its own discretion, to confiscate without compensation any alcohol found or being consumed on board without compensation.

11. Insurance:

- 11.1 Seahorse Ferries shall provide coverage under its own insurance in compliance with the Ministerial Regulation¹ to cover any of the Passengers' death or injury. Seahorse Ferries and/or the Related Party shall not be responsible for any excess beyond such insurance coverage.

12. Baggage:

- 12.1 Seahorse Ferries reserves the right to check/screen the contents of any baggage, cargo, Private Vehicle, Commercial Vehicle and carry-on packages, and to refuse, at its own discretion, any baggage, cargo, Private Vehicle, Commercial Vehicle and carry-on packages which could endanger other Passengers, vehicles, Crew Members or Vessel(s) and affect the safety of all.
- 12.2 The Passengers are entitled to carry free of charge baggage but shall not weight more than 100 kg. Passengers who are unable to lock up baggage within their Private Vehicle and/or Commercial Vehicle may deposit temporarily, baggage at the "Baggage Room Lockup". Whilst Crew Members will do their very best to ensure the safety/security of such baggage, ultimately Passengers do so at their own risk.
- 12.3 The Passengers carrying valuable or fragile items including but not limited to money, jewellery, precious metals, silverware, electronic devices, computers, cameras, video equipment, negotiable papers, securities, passports and other identification documents, title deeds, artefacts, manuscripts or other valuables, shall do so strictly at Passengers' own risk.
- 12.4 In case of any lost items/baggage on the Vessel(s), the Passengers are required to provide any related information to the Crew Members and/or Customer Service i.e., the Passengers' name, date and time of travelling, seat/room number, image of ticket, details of lost items/baggage in order to return such lost items/baggage accurately if same located/found. Seahorse Ferries shall be entitled to charge the appropriate fare from the Passengers for any expenses arisen from the preservation/return of such lost items/baggage.
- 12.5 If there is no contact for the lost items/baggage or they are not collected after contacting the Customer Service within one month after the date of travelling, Seahorse Ferries reserves the right to dispose of such lost items/baggage without any liability.
- 12.6 The Passengers are not permitted to carry any ammunition and firearms including but not limited to airguns, rifles, swords, knives, folding pocketknives with more than 3 inches blade, crossbows, arrows, cartridge, inflammable substances, explosives, black powder, incendiary, dangerous materials, drugs, any of its replicas, illegal items or other similar items/substances.
- 12.7 If for any reason, the Passengers, baggage, Private Vehicle, Commercial Vehicle are unable or are prevented from leaving the Vessel(s) when the journey ends, Seahorse Ferries will return the Passengers, baggage, Private Vehicle, Commercial Vehicle to the place of departure, or the next port which the Vessel(s) visits and charge the Passengers with the appropriate fares.

¹ The Ministerial Regulation RE: The Determination of the Rules, Procedure and Conditions on the Request and the Issuance of Ship's License and the Passengers Vessel(s) Insurance.

13. Vehicle Receipt Condition:

- 13.1 The Passengers are required to comply with all the vehicles and axle weight laws and regulations. Seahorse Ferries reserves the right, at its own discretion, to refuse any vehicles found that they are in violation to such laws and regulations without any refunds.
- 13.2 The Passengers are obliged to embark and disembark their Private Vehicle and/or Commercial Vehicle. The Private Vehicle and/or Commercial Vehicle should be at the embarkation area at least 2 hours before the departure.
- 13.3 The Passengers should carry with them objects that they need during the journey. After sailing, access to the Vessel(s)'s garage decks is forbidden.

14. Limitation of Liability & Force Majeure:

- 14.1 Seahorse Ferries' all liabilities in respect of loss, damage, delay or any inconvenience to any of Passengers' baggage, Private Vehicle, Commercial Vehicle and carry-on packages, whether in respect of the voyage to and from the ports arising from the provisions of these Terms and Conditions, negligence or wilful misconduct shall be limited only the insurance coverage under Clause 11.
- 14.2 **"Force Majeure"** means an foresee or unforeseen event that is beyond the reasonable control, and without the fault of Seahorse Ferries and include without limited to act of god, change in the laws, governmental restriction, control, policy, or emergency, revolution, war, fires, floods, heat, light, tidal wave, riot, communication failure, military operation, terrorist attack, storms, general failure of the postal or banking system, labour dispute, civil commotion or disturbances, accidents or breakdown of Vessel(s), machinery or equipment, quarantine restriction, strike, lockouts, protest, epidemics, significant risks to human health such as the outbreak of a serious disease at the travel destination or a refusal of any third-party provider to provide the services.
- 14.3 Seahorse Ferries and/or the Related Party shall be exempted from all liabilities in respect of loss, damage, delay or any inconvenience to any of Passengers' baggage, Private Vehicle, Commercial Vehicle and carry-on packages, whether in respect of the voyage to and from the ports, under Force Majeure and/or any other circumstances whatsoever.
- 14.4 Seahorse Ferries are point to point service. If the Passengers book trips the same day as its arrival or departure flight, Seahorse Ferries shall not be responsible for delay(s) or potential flight/travel or trip onward connections, these are solely the responsibility/account of the Passengers.
- 14.5 The Passengers acknowledge and agree that services are provided on a "AS IS", "WITHOUT ANY WARRANTIES" and "WITH OUT ANY LIABILITY" and agree that this limitation of liability is reasonable.
- 14.6 Seahorse Ferries does not guarantee the quality, accuracy, completeness, or timeliness of the services which may contain errors, including pricing error and errors in the description of the travel products. Seahorse Ferries reserves the right to correct any pricing errors on pending reservation regardless of whether the reservation has been confirmed or charged for it.
- 14.7 The third-party suppliers providing services are independent contractors and not agents or employees of Seahorse Ferries. Seahorse Ferries is not liable for any acts, errors, omissions, representations, warranties, breaches or negligence of any such third-party suppliers for any personal injuries, death, property damage or other expense resulted therefrom.
- 14.8 The Passengers hereby agree to indemnify Seahorse Ferries and/or the Related Party fully against all liabilities, damages, claims, losses, costs and expenses of any kind, which the Passengers may incur to a third party as a result of the Passengers' breach of the provisions of these Terms and Conditions, negligence or wilful misconduct, misuse services or violation of laws or the right of a third party.

15. Personal Information:

- 15.1 Seahorse Ferries is committed to protecting the Passengers' privacy through responsible personal information management practices in accordance with the Personal Data Protection Act and other applicable laws and regulations.
- 15.2 **"Personal Information"** means information which identifies a person, whether directly or indirectly, but not including information of a person who has died.
- 15.3 Seahorse Ferries may collect the Passengers' Personal Information to:
- (a) Make travel bookings and providing confirmation of that booking;
 - (b) Confirm the Passengers' identity;
 - (c) Administer the Passengers' account or any reservations and other transactions to be processed with the Passengers;
 - (d) Process payments with any payment services provider(s);
 - (e) Facilitate the Passengers' travel;
 - (f) Generate the Passengers' transaction or travel history; and
 - (g) Contact and correspond with the Passengers, including sending any notifications and information requested by the Passengers, obtaining the Passengers' input or feedback of the services, or communicating on commercial or administrative matters. In addition, only if the Passengers opt to receive such communications, the promotional information and other notices about the services and offers which is identified as potentially of interest to the Passengers based on the purchasing history and preferences will be sent to the Passengers.
- 15.4 Personal Information may be disclosed to the Related Party, affiliated companies of Seahorse Ferries, data processor and/or any service providers who requires to perform their duties and to others in specific circumstances, such as:
- (a) Payment processors;
 - (b) When the information is required to provide to third parties due to the products and services provided by Seahorse Ferries, such as third-party suppliers or agents of products and services that the Passengers have purchased (for example, vacation services or accommodation);
 - (c) Law enforcement;
 - (d) Emergency contacts;
 - (e) Civil proceedings; and
 - (f) Auditors or insurers.
- 15.5 Upon receipt of the Passengers' consent, Personal Information shall be collected, used and processed for the purposes provided above.
- 15.6 The Passengers agree and authorize Seahorse Ferries to collect, use and process its Personal Information for the purposes provided above.
- 15.7 The Passengers may receive information regarding services, offers that are sometimes tailored to the Passengers' personal preferences by Seahorse Ferries.

- 15.8 The Passengers shall have the right to access, rectify, erase your personal information, and withdraw your consent by sending an email to Customer Service at “seahorse-ferries.com” or a letter to the postal address of Seahorse Ferries. In case of exercising of the right to erase your personal information or withdraw your consent, the Passengers may not be able to use any services provided by Seahorse Ferries.
- 15.9 The Passengers shall have the right to refuse to provide certain requested Personal Information, but the Passengers may not be able to use any services provided by Seahorse Ferries.

16. Language:

- 16.1 The language of these Terms & Conditions is both Thai and English and even though there may be translations of these Terms & Conditions in other languages, Thai version shall be the sole language used in the interpretation of these Terms & Conditions

17. Exceptions:

- 17.1 Seahorse Ferries reserves the right to refuse & refund any purchase should unforeseen government restrictions are imposed for whatever reason.
- 17.2 Seahorse Ferries reserves the right to claim from the Passengers, either by invoice or by deduction from the Passengers’ debit/credit card, for any damage sustained to the Crew Members or the Vessel(s) due to any malicious, wilful or negligent damage caused by the Passengers or any other person travelling as part of the Passengers’ booking.

18. Governing Law:

- 18.1 These Terms and Conditions shall be governed by the laws of Thailand.
- 18.2 Any dispute arising from the performance, breach, termination or invalidity of this Terms and Conditions or in connection herewith shall first be settled by both parties through amicable negotiation. In the event no settlement can be reached within ninety (90) days from the date of notification by the party of such event, then the dispute shall be submitted to the Thailand Arbitration Center (THAC) by a three (3) arbitrator tribunal to jointly consider the matter in Bangkok, Thailand or such other place to be mutually agreed between the parties. Each party shall appoint one (1) arbitrator and the appointed arbitrators shall appoint the third arbitrator to be the Chairman of the arbitration tribunal. In the event that the aforesaid arbitrators are unable to appoint the Chairman within thirty (30) days from the date of their appointment, the director of the Thailand Arbitration Center (THAC) shall be entitled to appoint the aforesaid Chairman. The arbitration award shall be final and binding against the parties hereto. During the arbitration process, both parties shall continue to be bound by the terms and conditions stipulated in this Terms and Conditions.
