

Terms & Conditions

Important Notice

YOUR ATTENTION IS DRAWN TO THIS NOTICE AND TO THE CONDITIONS OF CARRIAGE OF THE COMPANY WHICH ARE SET OUT BELOW. YOU SHOULD READ THIS NOTICE AND THE CONDITIONS OF CARRIAGE OF THE COMPANY PRIOR TO THE PURCHASE OF ANY TICKET FROM OR THE ENTRY INTO ANY CONTRACT WITH THE COMPANY.

TERMS AND CONDITIONS

1) Definitions

The Passenger Contract is in respect of any of the vessels operated by Bundhaya Speed Boat.(BS) Bundhaya Speed Boat as used in the contract.

"carriage" means "transportation".

"carrier" means " Bundhaya Speed Boat.(BS) " and all sea carriers that carry or undertake to carry the passenger or his/her baggage there under.

"ticket" means the passenger ticket and baggage and vehicle check.

"Athens Convention" means the Athens Convention relating to the Carriage of Passenger and their Baggage by Sea (1974) [as amended by the 1990 Protocol].

2) Passenger Contract

-The carrier assumes no liability for any personal injury or for loss, delay or damage to passenger or baggage on board. The carrier reserves the right to cancel or vary the services in any manner whatsoever without incurring any liability to the ticket holder. Fares & schedule of services are subject to change without prior notice at the sole and absolute discretion of the carrier.
-All passengers traveling or chartering any vessels owned or/and operated by Bundhaya Speed Boat.(BS) (the carrier/the company) shall enter into a passenger contract of carriage with the carrier upon the purchase of a ticket. These ticket conditions shall be deemed to form part of the contract of carriage and deemed to have been accepted and agreed by the passengers themselves and on behalf of the persons traveling with them and on behalf of the owner of any luggage, effects, vehicles, and goods being carried issued with the following terms and conditions.

3) Fares and Prices

-Fares quoted may exclude administrative fees, service charges and other charges and are subject to change without prior notice.
- Adult fare applies to all passengers 9 years old and above. Child fare applies between 3 to 9 years old and Infant below 3 years no charges.
-The Carrier does not accept unaccompanied children under the age of sixteen for travel.

4) Bookings & Availability

-Bookings may be done through Speed Boat.(BS) Website, through accredited travel agents up to 1 day before departure and is on a first-come-first-serve basis and is subject to availability.
-For Passenger who travelling to Langkawi : Full passport details are compulsory at the time of the booking.
-Passengers are required to print the Confirmation Voucher and present it during check-in.
-Walk-in and same day bookings may be made through Speed Boat Counter on a first-come-first-serve basis and is subject to availability.

5) Booking Amendments

-Amendment Charges: 4 days or more before departure: No charge
3 days to 40 minutes before departure: Amendment fee
-Amendment refers to change of departure date or time and A change in passengers name is considered as cancellation.
-Amendments to bookings may be allowed based on fare rules stipulated on confirmation and subject to availability of seats.
-Strictly no amendments allowed for No-show bookings.

6) Cancellation Policy

-Non Refund in any case
-Partial cancellation of return tickets is not applicable.
-Tickets for Activities or Attractions or Services are non-refundable
-Cancellation and Change of Schedule;

At any time after a booking has been made, we may change our schedules and/or cancel, terminate, divert, postpone, reschedule any trip where we reasonable consider to be justified by circumstances beyond our control or for reasons of safety or security. In the event of such trip cancellation, we shall at our option, either:

a) Rebook you on the next available ferry departure without additional charge; or

b) Offer to refund your ticket;

The foregoing constitutes your sole remedy against us for such circumstances.

7) No Shows & Refunds

- Passengers who fail to check-in for the collection of boarding pass before 40 minutes to departures from check in point will be classified as "No Show".
- For "No Show" cases, the unutilized ticket automatically lapses and is void. No refund, amendment or re-issuance of ticket will be allowed.
- Where applicable, refund may be processed for cancelled bookings.
- All claims for refunds will be subject to applicable administrative charge per person.
- No refund will be given for cancellation made 3 days before departure date and for "No-Show" bookings.
- Booking and other handling fees incurred will not be refunded to you if you cancel your ticket.

8) Check-in & Boarding

- For Passenger who travelling from/to Langkawi : Passengers are advised to check-in, and collect boarding passes at Telaga Terminal or Bundhaya Speed Boat Office Lipe Check Point Ticketing Counter at least 1 hour 30 minutes before departure time. On check-in, present your confirm voucher and passport for processing and immigration clearance. All passports will remain in safekeeping of the vessel (Captain) until completion of immigration clearance at destination and handed back.
- For Passenger who travelling from/to Lanta : Passengers are advised to check-in, and collect boarding passes at Salandan pier (Bundhaya Speed Boat Office Lanta) or Bundhaya Speed Boat Office Lipe Check Point Ticketing Counter at least 40 minutes before departure time.
- For Passenger who travelling from/to Pakbara : Passengers are advised to check-in, and collect boarding passes at Pakbara pier (Bundhaya Speed Boat Office Pakbara) or Bundhaya Speed Boat Office Lipe Check Point Ticketing Counter at least 40 minutes before departure time.
- For Passenger who travelling to/from Langkawi. On check-in, present your original confirm voucher and passport for processing and immigration clearance. All passports will remain in safekeeping of the vessel (Captain) until completion of immigration clearance at destination and handed back.
- For Passenger who travelling to Lanta/Pakbara. On check-in, present your original confirm voucher and passport for processing.
- Even if you hold a confirmed reservation, you may be denied boarding and your seat may be given to other passengers if you do not check-in latest 40 minutes before departure time.
- Passengers who check-in after the cut-off time will be classified as "No Show". Thereafter, company reserves the rights to cancel all confirmed seats.
- Passengers who miss their intended departure will have to purchase new tickets on the next departure time (subject to seat availability).
- We are strictly a point-to-point carrier and shall not be responsible for any connecting flight, tour or travel arrangements which you may choose to make.

9) Travel Documents

- For Passenger who travelling to/from Langkawi. The Passenger must ensure that his/her passport is valid for a minimum of six months at the time of travel.
- The Passenger shall comply with all travel and immigration requirements necessary in the country of destination and shall, if necessary obtain all necessary visas or documents whether for health, immigration, customs or other purposes.
- Fares will not be refunded where the Passenger is refused embarkation or entry into country of destination by reason of his failure to obtain and/or possess a valid passport or other necessary documents.

10) Baggage and Personal Items

- For the security of your personal belongings, we advise you to lock your baggage to secure its contents. We, will not be liable for loss or damage to fragile, perishable and valuable items in your checked and carry-on baggage, whether with or without our knowledge.
- Scratches, nicks may appear despite careful handling by us. We do not assume any liability for normal wear and tear to baggage, which includes damage to or loss of protruding parts of the baggage, including, by way of example, strap, pockets, pull handles, zippers, wheels or items attached to the baggage.
- No cargo except personal effects/belongings is allowed on-board the vessel.
- Other property of the Passenger apart from baggage, including but not limited to bicycles and oversize items are subject to a carriage fee and will only be allowed on board the vessel subject to availability of space.
- No foul-smelling items are allowed onboard the Vessel.
- No dangerous goods such as explosives, firearms, drugs, inflammable material, are allowed on board the vessel.

11) Travel Agent

Where the Passenger books or reserves the journey or otherwise deals with Bundhaya Speed Boat (BS) through a sales agent, travel agent, tour operator or other intermediary (hereinafter referred to as a ("Travel Agent")), the Passenger agrees and acknowledges that:-

the Travel Agent acts solely as the Passenger's agent and is fully authorized to act for and on his behalf in any matter whatsoever including but not limited to entering into a Contract of Carriage with BS ,collecting any ticket issued by with BS making, amending or canceling any reservation, signing any document whatsoever and paying and receiving any funds.

all the terms and conditions herein shall form part of any Contract of Carriage concluded by the Travel Agent for and on the Passenger's behalf.

BS shall not be liable for any act, neglect or default of the Travel Agent.

BS shall not be liable to refund any monies paid by the Passenger to the Travel Agent for onward transmission to BS or for other purposes which the Travel Agent failed to do or to re-issue any ticket which has already been issued and delivered to the Travel Agent.

In the event the Travel Agent fails to remit to BS any monies paid to it by the Passenger for whatever reason, the Passenger shall be and will remain liable for the sums due to BS.

The Passenger shall reimburse and fully indemnify BS and hold BS harmless against all or any liabilities, losses, claims, damages, costs, expenses and/or delay of whatever nature, sustained or incurred by, or made upon BS whether directly or indirectly by reason of the Passenger's negligence, breach of duty or failure to comply with these terms and conditions.

12) Exclusion/Limitation of Liability

Advice to International Passengers on Limitation of Liability.

- i) The carrier shall only be liable for loss of or damage to property or loss of life of or injury to a passenger if the loss, damage or injury (as the case may be) was caused by the neglect or default of the Carrier, its servants or agents acting within the scope of their employment, but the Carrier shall in no case be liable for indirect or consequential loss nor for economic loss howsoever any such loss was caused.
- ii) The liability (if any) of the carrier for damage suffered as a result of the loss of life of or personal injury to the passenger shall be determined in accordance with the relevant terms and provisions of the Athens Convention which are thereby incorporated into the Passenger Contract as if set out fully there under and liability shall in no circumstances exceed the limits there provided.
- b) Nothing contained in the Passenger Contract shall prevent the carrier from claiming in the courts of any country the benefit of or derogate in any way from any statutory protection or limitation of liability given to the carrier by the laws of such country or by the laws governing this Passenger Contract.
- c) The carrier shall not be liable for delay or inability to perform this Passenger Contract or any part thereof caused by or arising out of strikes, lockout or labor difficulties, or shortages and whether or not the carrier be party thereto, or explosion, fire, collision, stranding or foundering of the vessel or breakdown or failure of or damage to the vessel or its hull or machinery or fittings howsoever and whosoever any of the same may arise or be caused, or civil commotion, riot, insurrection, war, government restraint or requisition, political disturbance, inability to secure or failure of supplies including fuel, acts of God, or other circumstances beyond the carrier s control.
- d) Any claim for loss of life or injury to a passenger or for the loss of or damage to luggage and/or vehicle shall be notified to the carrier in writing within 30 days from the date when the loss of life or injury occurred. Any action arising out of loss of life of or injury to a Passenger shall be extinguished if not commenced within two (2) years of the date of loss, injury or damage.
- e) To the extent not in conflict with the foregoing carriage, the other services performed by each carrier are subject to:
 - (i) provisions contained in the ticket and/or contract of carriage.
 - (ii) applicable tariffs and/or charter hire.
 - (iii) carrier's conditions of carriage and related regulations which are made part thereof
- f) Any exclusion or limitation of liability of the carrier shall apply to and be for the benefit of agents, servants and representatives or carrier and any person whose vessel is used by carrier for carriage and its agents, servants and representatives.
- g) The ticket is good for carriage for dates of confirmed voyage or charter, except as otherwise provided in the ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid or if the Passenger fails to produce the ticket to the satisfaction of the carrier's agents or employees.
- h) Carrier undertakes to use its best efforts to carry the Passenger and baggage and/or vehicle with reasonable dispatch. Times shown in timetables or elsewhere shall not be guaranteed and form no part of the contract. Carrier may without notice substitute alternate carriers or vessel, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice.
- i) No agent, servant or representative of carrier has authority to alter, modify or waive any provision of the contract.
- j) If the performance of the proposed voyage is hindered or prevented (or in the opinion of the Carrier is likely to be hindered or prevented) by war, hostilities, blockade, weather condition, ice, labour conflicts, breakdown of the vessel, congestion, docking difficulties or any other cause whatsoever or if the Carrier considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the vessel to risk of loss or damage or to be likely

to delay her, the Passenger and his property may be landed at the place of embarkation or at any place which the Carrier or Master in his or her discretion may reasonably decide on when the responsibility of the Carrier shall cease and this contract shall be deemed to have been fully performed or if the Passenger has not embarked the Carrier may cancel the proposed voyage and shall refund passengers money or fares paid in advance.

k) The Carrier shall have liberty to comply with any orders, recommendations or directions whatsoever given by the Government or by any Department there or any persons acting or purporting to act with the authority of Government or by any committee or person having under the terms of the War Risks Insurance on the vessel the right to give such orders, recommendations or directions and if by reason of and compliance with any such orders, recommendations anything is done or not done the same shall not be deemed deviation or a breach of this contract. Disembarkation of a Passenger or discharge of his property in accordance with any such orders, recommendations or directions shall constitute due and proper fulfillment of the obligations of the Carrier under this contract.

l) The Carrier may, where reasonable, refuse to allow any Passenger to embark and may cancel the contract with such Passenger at any time before sailing and shall in that case return the passage money paid for such Passenger and such Passenger shall have no claim whatsoever against the Carrier in respect of such refusal or cancellation.

m) Under no circumstances shall any Passenger bring any alcohol, drugs, illegal substances or dangerous goods aboard the vessel.

n) All children traveling with their parents or other adults remain the responsibility of their accompanying parents or other adults who should take steps to supervise the children in their charge and make sure that their behaviour does not endanger their own safety or the safety of other Passengers.

13) Damage Caused By Passengers

a) The Passenger shall be liable to reimburse the Carrier for all damage to the vessel and its furnishing and equipment or any property of the Carrier caused by directly or indirectly in whole or in part by any willful or negligent act or omission on the part of the Passenger and the Passenger shall further indemnify the Carrier and each and all of its agents and servants against all liability whatsoever which the Carrier or such agents or servants may incur towards any person or company or Government for any personal injury or death, loss or damage to property caused directly or indirectly in whole or in part by any willful or negligent act or omission on the part of the Passenger.

14) The Company's Right To Hold Goods

a) The Carrier shall have a general lien on all property whatsoever accompanying the Passenger and the right to sell the same by public auction or otherwise for all liabilities whatsoever of the Passenger under this contract or otherwise and for the costs and expenses of enforcing such a lien of such a sale.

15) Safety

a) For the comfort and safety of all passengers, the Carrier requires the Passenger to take note of all safety notices, instructions and advice made available aboard the Vessel, whether issued verbally by any servant of the Carrier, broadcast over the public address system or disseminated on posters and other signs. The Carrier shall be entitled to any limitation of liability for any accident, injury or loss where such may be due under any applicable Law or Statute, where such may be due to disregard on the part of the Passenger of such safety notice, instruction or advice.

16) Governing Law

a) This contract shall be governed by Thailand law and any disputes there under shall be determined by Courts in Thailand to the exclusion of the jurisdiction of any other country.
