



**Seafari Hong Kong Limited** is a registered company.

(Business Reg. No. 34606569-000-05-05-0)

## **Terms and Conditions**

All persons participating on Seafari Hong Kong Limited trips do so subject to the following terms and conditions:

(The term "Seafari" or "the Company" refers to Seafari Hong Kong Ltd and includes its staff, crew members and its agents and assigns)

### **Safety**

Children under 8 may NOT ride the Seafari boat. Seafari Hong Kong Limited may ask for identification to verify the age of a passenger.

Any person who is medically unfit may NOT ride the Seafari boat.

Pregnant women should NOT ride the Seafari boat. Any person who does so against the advice of Seafari does so at their own risk.

Passengers with any known medical condition or history of illness, including heart condition and spinal/neck pain should notify Seafari Hong Kong Limited in advance and will be required to present a written Doctor's approval to ride. Seafari Hong Kong Limited reserves its right not to accept any passenger at its sole discretion.

Persons under the influence of drugs or alcohol will not be permitted aboard. Seafari Hong Kong Limited reserves the right to refuse to take such individuals on board.

Passengers MUST use their legs to cushion landings, must remain on their seats and are to hold the handles during the trip. Seatbelts must be worn at all times.

To ensure passenger safety all passengers are supplied with personal floatation devices. Customers are advised to wear these at all times. If your floatation device is set off you will be liable to pay for a new air cylinder at a cost of \$300.00.

Seafari Hong Kong Limited reserves the right to remove passengers who fail to adhere to safety procedures or safety regulations on board. Such passengers will be asked to disembark at the nearest safe point.

All passengers / guardians of passengers will be required to sign an indemnity accepting the degree of risk involved and waiving the right to claim against the Company. Failure to sign the indemnity may result in passengers being refused access to the boat without compensation.

Whilst all possible care is taken and safety procedures are adhered to, Seafari and its operators and agents accept no responsibility for any incidents resulting in death and/or injury to any person and /or loss and /or damage to property or equipment, howsoever caused.

## **Bookings**

Bookings are subject to minimum numbers for that trip which may vary depending on the trip and time of year.

The maximum number of passengers allowed on board is 12.

Seafari reserves the right to alter any booking time or date without notice due to operational or other commitments.

Trip times are approximate and subject to the sea and prevailing weather conditions of forecasts. Seafari may cancel a trip due to safety and / or sea and / or weather conditions. The passenger waives any right to demand any compensation from Seafari Hong Kong Limited as a result of such cancellation.

Passengers must arrive at the designated departure point no less than 15 minutes prior to the trip.

If the passenger is late for a trip then he / she is not entitled to a refund.

If the Company cancels a trip for any reason, with or without prior notice, it will reschedule the sailing. If the passenger is a visitor to Hong Kong SAR and the rescheduled sailing time does not suit the passenger the Company will offer a full refund of the cost of the ticket. If the passenger is a resident of Hong Kong SAR and the rescheduled sailing time does not suit the passenger the Company will issue gift vouchers for a future sailing. Seafari accepts no responsibility for any other loss or expense, whether directly or indirectly incurred.

If the passenger should cancel the trip for any reason with less than 24 hours notice prior to departure the booking is non-refundable. Cancellation of charter bookings must be made more than one week in advance. If for any reason the charter booking is cancelled less than one week prior to departure the charter booking is non-refundable.

By making a booking with Seafari Hong Kong Limited the passenger / group acknowledge(s) that he/she/they are joining a charter group on a charter boat and that he/she/they have read and agree to be bound by these terms and conditions.

## **General**

Whilst all possible care is taken and safety procedures are adhered to, Seafari Hong Kong Ltd and its operators accept no responsibility for loss and/or damage to property or equipment.

Splash resistant compartments are provided under each seat or at the front of the boat for personal effects. Any item carried on board is entirely at your own risk.

Smoking, drinking and eating is prohibited on the boat.

An adult must accompany any children's group on board Seafari.

Seafari may carry out photography and/or video recording on or in the vicinity of the vessel which may feature passengers. By accepting these terms and conditions, you agree that Seafari may use such images in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright in these materials rests with Seafari.

These terms and conditions are governed by and shall be construed in accordance with the Hong Kong Laws and regulations, and any claim brought under these conditions shall be subject to the exclusive jurisdiction of the Hong Kong Law and shall be dealt with by the Hong Kong local courts.

I have read and understood the terms and conditions of this contract, including more particularly the safety aspects, and I hereby waive any right to claim compensation from Seafari in respect of damages sustained, whether directly or indirectly, in respect of death or personal injury to myself or death or injury to others in my care and / or in respect of any loss or damage to property, howsoever caused