



Company name: HYPE Club Group Co., Ltd

Head Office: 076 383 141

SIRET: 0835557016760.

## **TERMS AND CONDITIONS**

### CONDITION OF USE

To use the space booking, you must be over 18 years, be legally able to enter and use this site in accordance with these terms and conditions.

You are financially responsible for the use of the site as your behalf and on behalf of third parties, including minors, except in case of fraudulent use resulting from any fault or negligence on your part.

You also warrant the truthfulness and accuracy of the information provided by you or any third party using your data on this Site.

### AWARD AND CANCELLATION OF RESERVATIONS

The booking procedure shall include at least the following steps:

- 1 Follow the instructions and provide the maximum details.
- 2 Indicate the provision (s) of your choice.
- 3 The request is validly registered.
- 4 HYPE transmits you as soon as possible and in any event within three days of your request by e-mail, confirmation of the availability of your reservation and / or the corresponding quotation.
- 5 After payment, your reservation is not definitively valid, e-mail confirmation is your e-ticket.

You are guaranteed that the affected bank account for payment of the benefit is debited only after acceptance of your order (s) Partner (s) after checking the availability of the Service.

It is your responsibility to ensure that the details you provide during your booking are correct and you will receive confirmation of your reservation and / or benefit from the products or services ordered.

Assuming you do not receive this confirmation, it is your responsibility to contact the HYPE:  
[rsvn@hype-boat-club.com](mailto:rsvn@hype-boat-club.com)

# HYPE

## BOAT CLUB

### PAYMENT BY CREDIT CARD and E-COMMERCE

Staff at the HYPE Company is authorized to receive the information by phone about your credit card in order to adjust the requested services to the HYPE society.

The interface used is secured by the system Pay Pal.

Once payment is made online via the E-commerce booking is definitely confirmed, regarding the cancellation of the booking: refer to the article "CANCELLATION & NO SHOW POLICY"

### CONDITION OF THE EXCURSION

HYPE reserves the right to change the ride or cancel benefits in case of bad weather. Only the captain is entitled to try sailing conditions, and is likely to cancel a maritime service.

If cancelled because of HYPE, passengers can be reimbursed or the tour is postponed to another date with your agreement.

Swimming is allowed during stopovers your responsibility. In any case, the loan swimming equipment cannot be equated with a framed nautical activity.

Passengers undertake in any case to submit to the Rules in boat, prepared by HYPE, and to submit to the orders of the captain and his agents. Passengers should arrive 30 minutes before departure time.

No reimbursement will be required in case of passenger delay.

### ELECTRONIC TICKET

The electronic ticket is a ticket unrealized. For all bookings, you must bring the booking reservation document, "the mail confirmation" it serves e-ticket.

# HYPE

## BOAT CLUB

### TITLE OF TRANSPORT AND ACCEPTANCE OF CONTRACTUAL TERMS

Purchase an online booking on the website of HYPE is a contract that constitute acceptance of these terms and conditions of sale and transport by all participants of water sports offered by HYPE on whose behalf the booking has been made.

The electronic ticket, which corresponds to the confirmation online (or by e-mail) of your reservation by HYPE, is personal and not transferable. It must be kept by the customer who made the reservation online for one or more people.

It is governed by the contractual provisions between the parties and the mandatory statutory and regulatory provisions of the Transport Code and the implementing regulations of Law No. 66-420 of 18 June 1966, including Decree ° 66-1078 of 31 December 1966 on charter contracts and maritime transport.

### STATE OF HEALTH OF PASSENGERS

Passengers must notify any HYPE against-indication or incapacity that would violate the provision of the services it offers (Water Activities: Maritime excursion, nautical and water sports, swimming, diving and snorkeling, etc...).

Passengers embark on their own responsibility and will not be hold responsible HYPE upon the occurrence of an injury related to their health status (disability, illness, etc...), either on board or during boarding operations or landing, or during water or water activities.

Passengers requiring, in view of their health, special assistance during the tour or water-related activities (the disabled, visually impaired ...) are invited to notify the aircrew at HYPE booking. Hype give you an answer back if it's possible or not depending about the security to up aboard and along the sailing.

### PREGNANT WOMEN

Pregnant women can make a boat trip under their own responsibility, beyond 2 months to 6 months of pregnancy of age, subject to the presentation of a medical certificate HYPE of non-cons to shipping.

However, they cannot engage the responsibility of HYPE for any reason whatsoever upon the occurrence of an injury.

HYPE cannot not be held responsible in case of occurrence of an injury, or any other incident in connection with pregnancy. Boating and water sports (water skiing, buoys towed, jet ski...) are prohibited for pregnant women.

# HYPE

## BOAT CLUB

### MINORS

HYPE does not transport unaccompanied minors. They embark and participate in trips, as well as water related activities under the exclusive responsibility of an adult.

### CONDUCT OF PASSENGERS

While browsing passengers must remain seated. They will have to comply during boarding and Disembarkation, and on board, the settlement of the ship, including the one established by HYPE and, in general, to comply with the recommendations or instructions of the captain or partners.

Passengers will be liable for damages of any nature whatsoever, they could cause to themselves or to other passengers, third party, or to persons HYPE goods. HYPE disclaims all liability for any injury Occurring to passengers who are not complied with this requirement either on board or during boarding or disembarking.

It is the same for all damages of any kind caused to persons or property that is under the passenger Guard. HYPE allows swimming during excursions on the occasion of "breaks swimming."

However, this one is not monitored and held under the passengers own responsibility.

On this occasion, minors will remain the responsibility of the adult in charge travelling with them.

People who cannot swim or swim poorly must notify the cabin crew.

HYPE provides passengers lifejackets.

HYPE declines any responsibility in case of incidents or injuries occurred during swimming.

### INJURY

Any damage occurred during excursions or water-related activities must be reported by the passenger at HYPE before leaving the ship. In case of damage to themselves and / or their property (personal items ...), passengers must notify the ship's personnel.

HYPE establish in presence of the passenger (s) concerned a contradictory report before leaving the ship.

Failure to comply with this requirement, passengers will be presumed to have landed safely and property in good condition.

HYPE disclaims any responsibility, except as provided by L5421-2 and following of the Code of transport for personal accidents during navigation during excursions or water-related activities or during embarkation or landing or the departure or destination ports or to ports of call, whether at sea during the swim. Thai law in case of contention.

# HYPE

## BOAT CLUB

### PERSONAL ITEMS OR MATERIALS

Passengers can board their (s) material (s) Personal (s) (Camera Mask snorkel, fins) on their own responsibility. HYPE not responsible for the luggage, object (s) or material (s) Personal (s) board (s) by the passengers, as well as money, jewelry or other valuables that remain during the excursions and all another activity proposed HYPE, under the exclusive responsibility of their owners.

### READY EQUIPMENT FREE OF CHARGE

HYPE offers passengers, free of charge, equipment under water and aquatic activities it offers (towel, floating vest etc...).

If necessary, the equipment failure does not entitle to a refund or any reduction. HYPE reserves the right to take legal action against passengers who have voluntarily damaged or degraded material kindly loaned.

### ORGANIZATION OF FESTIVE EVENING AND TRIP

As part of the festive evenings and trip organized by HYPE (Cocktails, dances, funerals life of a young girl or boy of life etc...) to moderate alcohol consumption and smoking tobacco is allowed.

For reasons of safety and passenger comfort, the HYPE staff may need to limit or prohibit the consumption of alcohol or tobacco.

Drugs are not allowed on Hype.

HYPE will be able to implement all the steps or constraints required in respect of passengers because of their behavior: Endanger a person or staff member, degrade or deteriorate property owned by HYPE, prevent staff perform their duties, do not follow the guidelines and instructions of the staff or the captain.

HYPE reserves the right to disembark passengers because of their behavior are breach of security, tranquility, or the comfort of other passengers or staff.

### PRIVACY

In accordance with Article 32 of the Data Protection Act of 6 January 1978, HYPE informs you that the transmitted data remain in their entirety to the HYPE discretion without that they can be transmitted to a third party.

Law General Conditions and more generally you are entering this agreement are subject to Hype with Thai Law. Any dispute relating to their interpretation and/or their trip statement of courts Thai.

# HYPE

## BOAT CLUB

### ALCOHOLIC BEVERAGE SALE RESTRICTIONS

Alcoholic beverage sold on board is regulated by Thai laws.

It is forbidden by Thai Law to sell any alcoholic beverage on Buddha Day, King's Birthday...

Hype respects Thai Laws and will do its best to inform customers of such restrictions.

However, dates are not all officially announced early enough in advance to allow Hype to inform all customers of such restrictions.

Therefore, it is the customer's responsibility to find the information ahead in advance before booking with Hype.

No refund nor any compensation will be provided by Hype to customers for not selling alcoholic beverages by Thai Law.

### FINANCIAL CONDITION

The descriptions of the services on the Site specify, for each service, the services included in the price.

The prices are in Bath. Prices for services are generally heard all taxes, fees and service costs relating to included.

Payments made on the Site are made by credit card (Visa, MasterCard are accepted) through a secure payment system Pay Pal.

In case the payment appears to be invalid, incomplete or non-existent, for a reason that is attributable to you, the sale of these benefits would be canceled, the ensuing costs are at your expense, a civil and / or criminal which may, if necessary, be taken against you.

### CANCELLATION & NO SHOW POLICY

#### By HYPE:

- If we cannot sailing in security because of a bad weather, Hype reserve the right to cancel the trip.
- Hype can propose you to postpone the trip or to get 100% refund

#### By Client:

- Any cancellation less than 24 hours before the cruising date, the net charter fee will not be refundable at all.
- Cancellation less than 72 hours before the cruising date, only 50% will be refundable.
- For other cases we will keep a 10% set up fee.
- For "NO SHOW" 100% of the charter fee will be charged.



## PICTURES AND ILLUSTRATIONS

HYPE makes its best efforts to provide pictures and illustrations you with an overview of selected benefits.

## PROPOSED ACTIVITIES

It could be that certain activities offered by HYPE and indicated in the description on the site is unavailable, particularly for climatic reasons or force majeure.

Hype reserve the right to put picture of customer aboard on his website and social network, if you don't want to have your picture on it, say to our manager crew just at your entry on the boat.

## INTELLECTUAL PROPERTY

HYPE is the owner of all intellectual property rights relating to the site owned or held by their user rights.

Access to the Site does not grant you any rights to the intellectual property rights relating to the site which remains the exclusive property of HYPE.

The items available on the site, such as text, photographs, images, icons, maps, sounds, videos, software, database, data is also protected by intellectual property rights.

Except as specifically set forth herein, you may not, under any circumstances, reproduce, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way, all or part of the Site without the prior written permission of HYPE.

## LIABILITY AND WARRANTIES

On the site HYPE does not guarantee that the site is free of anomalies, errors or bugs or that they can be corrected, or that the site will operate without interruption or failure, nor that it is compatible with any hardware.

You declare to know the characteristics and limitations of the Internet, in particular its technical performance, response times for consulting, querying or transferring data and the risks to the security of communications.

On transport-related excursions it is governed by the laws of 18 June 1966 of 3 January 1967 and 23 December 1986 and the decrees relating thereto. The liability of the carrier will be liable in case of change of route, schedule or delete departures for reasons of force majeure, fortuitous or another. The departure of the ship made, no claim will be accepted nor about the applicable tariff, or about the distance covered.