



The Smiling Seahorse booking terms & conditions



The Smiling Seahorse offers cruises in Thailand and Burma aboard the ship the MV Smiling Seahorse, perfectly suited to comfortably accommodate up to 16 divers.

1) Booking and payment

Booking Request and Invoice Once availability has been confirmed, please notify The Smiling Seahorse if you wish to book a trip. After receiving the booking request, The Smiling Seahorse will send you an invoice stating the amounts to be paid in total (cruise fee) and as deposit. The dates these amounts are to be paid by will be stated as well.

2) Deposit and Reservation

The deposit is 30% of the total cruise fee and due no later than 7 days after the invoice has been sent. The Smiling Seahorse will reserve your cabins according to your request for the period of those 7 days. After depositing, please inform The Smiling Seahorse of your payment. Upon receiving this payment, The Smiling Seahorse will immediately send you a booking confirmation. By submitting the payment, you confirm that you have read and accepted these Terms & Conditions.

3) Payments Dates

The balance has to be paid in full no later than 2 months before the departure date. Bookings made less than 2 months before departure are to be paid in full and within 7 days after the invoice has been sent.

Late payment may be regarded as cancellation of your booking whereupon your booked space may not be secured. In this case, the relevant cancellation fees may apply.

4) Payment Details

Payments will have to be made in Thai baht as quoted on the invoice by bank transfer. All bank or credit card charges will be borne by the payer.

5) Cancellation terms

Altering of a Booking provided that does not interfere with the schedule, The Smiling Seahorse does not charge any fees for minor alterations to the booking. Major alterations, which do interfere with the booking schedules, may be treated as cancellations and re-bookings whereupon the relevant fees may apply.

The Smiling Seahorse needs to be notified of booking cancellations by email. The date The Smiling Seahorse receives the notification is the date used for calculating the cancellation fee.

The following cancellation fees apply:

- Cancellation received more than 60 days before departure: the 30% deposit is not refundable
- Cancellation received between 60 and 45 days before departure: 50% of the trip price is refunded
- Cancellation received less than 45 days before departure: no refund, the total trip price is invoiced

6) Itineraries & Boat:

Where itineraries are given, they are approximate and may be subject to changes on accord to weather conditions, official regulations, or other circumstances. The final decision regarding the itinerary always lies with the captain of the boat.

Should local authorities or force majeure prevent the cruise from taking place where planned, then the cruise will take place in a close-by location or in a

neighboring country, if possible. The Smiling Seahorse reserves the right to cancel the cruise if the minimum number of 6 guests has not been reached.

In the event of any causes beyond reasonable control (force majeure), including but not limited to acts of god, natural disasters, acts of war or terrorism, strike, orders, regulations of the government, local weather or sea conditions etc., The Smiling Seahorse will bear no responsibility for not providing its services, accommodation, meals, transportation or any other services.

If during the cruise period, the boat is disabled by breakdown of machinery, grounding, collision or any other cause so as to prevent reasonable use of the boat by the guests, The Smiling Seahorse shall make a pro rata refund of the cruise fee for the period of disablement.

A modern boat contains many pieces of machinery and equipment, which have to work in the harsh marine environment. Although the boat is well-maintained, equipment breakdown can occur. As long as the quality of the trip is not unduly affected in the event of equipment breakdown, such a breakdown by itself is no ground for refund.

The Smiling Seahorse is not responsible for theft or loss of money or any other valuables or items of any kind on board the yacht or elsewhere.

7) Guest Details

Guests are required to submit to The Smiling Seahorse their personal information (such as passport details etc.) as requested by The Smiling Seahorse upon booking.

The Smiling Seahorse reserves the right to cancel the cruise if the minimum number of 6 guests has not been reached.

8) Valuables or objects of a rare or precious nature, belonging to persons:

The Smiling Seahorse will not be held responsible for any injury or loss suffered by any guest, or any loss, damage, injury, infection or pain suffered by either the guests' persons or property, during the term of the charter. More specifically, but without limiting the foregoing, The Smiling Seahorse and the yacht's insurance underwriters accept no responsibility for accidents, injuries or death due to any activities, including but not limited to, diving, snorkeling, swimming, sea kayaking, or hiking, no matter whether any equipment had been supplied by The Smiling Seahorse or by the guest.

Upon boarding, guests are required to sign a liability waiver.

9) Personal Insurance & Health:

As there is an inherent risk in activities like boating, diving and holidays in tropical areas, guests are required to have sufficient insurance covering all activities and sports they intend to undertake. The Smiling Seahorse requires of all guests that they procure travel health insurance. The Smiling Seahorse also advises that guests procure travel cancellation insurance to avoid the risk of having to pay cancellation fees.

We strongly recommend that each guest purchase comprehensive accident, medical, baggage and trip cancellation / interruption insurance when space is reserved! Please be advised that if guests choose NOT to purchase their own trip insurance, we will not be responsible for any financial disappointment caused by reasons beyond our control. We recommend World Nomad (daily) or DAN insurance (annual), more information and prices on [our travel insurance page](#)

The nature of a cruise may render it unsuitable for anybody with physical disabilities or undergoing medical treatment. The guests warrant their medical fitness for the cruise. The guests undertake to have all necessary vaccinations for the countries or regions to be visited.

10) Passports, Visas and Government Fees:

The Myanmar authorities charge foreign visitors various fees for entering the Mergui Archipelago. These fees are not included in the The Smiling Seahorse cruise rate. The rate of the government fees is subject to changes and will be communicated according to The Smiling Seahorse's best knowledge upon booking. Guests undertake to have all necessary visas and / or documents for the countries to be visited. Thailand requires visas for citizens of most countries. Most Thai port emigration points such as Ranong or Phuket do not issue visas on arrival. Guests crossing the border between Thailand and Myanmar need to ensure that they use the same passport for emigration and immigration at both border control posts. The authorities of other countries visited during a charter cruise may also charge certain, sometimes unexpected, fees. Unless expressly otherwise agreed upon with The Smiling Seahorse, any such fees are also not included in the cruise price and will have to be borne by the guest.

- Park Fees and obtention of visit permits are subject to change depending on government regulation.

- US\$/Euros are accepted on board at the local bank exchange rate for that cruise.

- The Smiling Seahorse reserves the right to reschedule or re-book customers on an alternative product of equal or higher standard with no extra charge.

11) Information Provided:

The information's The Smiling Seahorse provides regarding the boat, equipment, region, itineraries, crew, arrival / departures and all other aspects of the cruise are correct to the best of The Smiling Seahorse's knowledge. However, The Smiling Seahorse does not guarantee the correctness of any such information and reserves the right to change any of the above as circumstances dictate without prior notice.

12) Children:

If children are taken on board, the guests shall be fully responsible for their conduct and entertainment and neither The Smiling Seahorse nor any member of the crew shall be held responsible for their conduct or entertainment. Children younger than 12 can only be accommodated on board upon special request, this clause does not serve as a guarantee for guests that there will be no small children on board.

13) Alcoholic Beverages:

The Smiling Seahorse offer a range of alcoholic beverages, which may be purchased and paid for during the cruise. Guests wishing to bring alcohol on board, will have to pay a corkage fee of USD 5 per bottle of wine and USD 10 per bottle of champagne or spirit. Beer may not be brought onto the yacht by the guests.

14) Behavior:

On Board the guests shall comply with the laws and regulations of any country into whose waters the boat shall enter during the course of the cruise.

The guests shall ensure that no pets or other animals are brought on board the boat without the consent in writing of The Smiling Seahorse or of the captain.

Guests shall ensure that their behavior shall not cause a nuisance to any person or bring the boat into disrepute. Guests shall afford each other and the crew due respect at all times. Questions or disagreements have to be settled calmly and without disturbing other guests.

If a guest commits any offence against the laws and regulations of any country which results in any member of the boat's crew being detained, fined or imprisoned, or the boat being detained, seized or fined, the responsible guest

shall indemnify The Smiling Seahorse and the crew members against all loss, damage and expense incurred.

It is specifically understood that the possession or use of any illegal drugs or weapons (including particularly firearms) is strictly prohibited on board the boat and failure to comply shall be sufficient reason for The Smiling Seahorse or the captain to terminate the contract forthwith without refund or recourse against The Smiling Seahorse.

15) Captain's Discretion:

To ensure the safety of guests, crew and the boat at all times, the captain's opinions and decisions will be considered final and undisputable.

16) Complaints:

Should a guest have a complaint during the trip, he or she is to inform the cruise leader. The cruise leader will do the utmost to rectify the problem. If the outcome is not satisfactory, the guest will have to inform The Smiling Seahorse in writing within 30 days after the end of his cruise, either directly or via his or her local agent. The matter will be viewed and should it be deemed fair; the guest will have his or her trip partly or wholly reimbursed.

Complaints, which have not first been expressed during the cruise and addressed accordingly by the cruise leader, will not be taken into consideration. To handle complaints, The Smiling Seahorse requires the original letter from the guest, signed by the guest.

In case of legal disputes, the law of Singapore shall apply. Any dispute, controversy or claim relating to the contract shall be resolved in English.

17) Privacy Policy:

Privacy Policy governs the manner in which collects, uses, maintains and discloses information collected from users (each, a "User") of the <http://thesmilingseahorse.com> website ("Site").

[Link to our privacy policy](#)



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