

Booking Terms and Conditions for an Agent

1. Introduction and Scope of Agreement

- **Purpose:** These Terms and Conditions ("Agreement") govern the use of this platform ("Website") for booking excursions, day tours, activities, and travel experiences (collectively, "Excursions").
- **The Parties:** This agreement forms a legally binding contract between the website operator ("We", "Us", "Our"), the end customer ("User", "Client"), and third-party booking agents or resellers ("Agents").
- **Acceptance:** By browsing, registering, or making a booking on this Website, you agree to be bound by these terms.

2. The Role of the Platform & Agents

- **Platform Role:** This Website acts as an online marketplace. We list excursions provided by independent tour operators and facilitate bookings.
- **Agent Status:** An "Agent" is defined as any authorized business or individual who registers on our platform to book excursions on behalf of end-consumers.
- **No Direct Liability:** Agents acknowledge that We do not own, operate, or manage the physical excursions. The contract for the excursion is directly between the client (or the agent representing the client) and the local tour operator.

3. Booking and Payment Framework

- **Booking Process:** All bookings must be submitted via the Website's online system. A booking is only deemed confirmed once a formal "Booking Confirmation Voucher" is sent via email and payment is successfully processed.
- **Accuracy of Information:** Agents and Clients are entirely responsible for entering accurate information (dates, pickup locations, number of participants, and contact details). We are not liable for missed excursions due to incorrect data entry.
- **Pricing & Currency:** All prices displayed are subject to change without notice due to seasonal surcharges, local tax changes, or currency fluctuations. However, once a booking is confirmed and paid, the price is locked.
- **Agent Commission & B2B Rates:** Registered Agents who book under a corporate account will receive commissions or net rates as specified in their separate **Agent**

Agreement Annex. Agents are prohibited from altering advertised consumer retail prices on the website unless explicitly authorized.

4. Cancellation, Amendment, and Refund Policy

This standard policy applies unless an excursion specifies a strict "Non-Refundable" or custom cancellation window on its individual booking page.

A. Customer/Agent-Initiated Cancellations

- **More than 72 hours before excursion start:** Full refund (minus any non-refundable credit card processing fees).
- **Between 24 and 72 hours before excursion start:** Full refund (minus any non-refundable credit card processing fees).
- **Less than 24 hours or "No Show":** No refund will be issued.

B. Booking Amendments

- Changes to dates or times are subject to availability and the local operator's approval.
- Requests made within 24 hours of the excursion may be treated as a cancellation and require a new booking.

C. Platform/Operator-Initiated Cancellations

- **Force Majeure & Safety:** Local operators reserve the right to cancel excursions due to unsafe weather conditions, natural disasters, strikes, government restrictions, or mechanical failures.
- **Alternative or Refund:** In the event of an operator cancellation, the Client/Agent will be offered an alternative date or a 100% full refund. The platform is not liable for any secondary expenses incurred (e.g., flights, hotel bookings).

5. Responsibilities and Behavioral Conduct

- **Agent Warranties:** Agents booking on behalf of clients warrant that they have the legal authority to bind the client to these terms, including the cancellation policies and liability waivers.
- **Client Requirements:** Clients must comply with local laws, follow the instructions of the tour guide, and meet the minimum health/age/physical fitness requirements stated in the excursion description.

- **Right of Exclusion:** Local operators reserve the right to refuse service to any client who acts disruptively, is under the influence of illegal substances or alcohol, or poses a safety risk to others. No refunds will be given in these circumstances.

6. Limitation of Liability & Indemnity

- **No Liability for Injury or Loss:** To the maximum extent permitted by law, We (the platform) and our registered Agents shall not be held liable for any personal injury, death, property damage, illness, delay, or emotional distress suffered by the client during or as a result of the excursion.
- **Local Operator Accountability:** All claims regarding the operational delivery of the excursion must be directed to the third-party operator providing the service.
- **Travel Insurance:** It is a strict condition of booking that all clients purchase comprehensive travel insurance covering medical expenses, trip cancellation, and adventurous activities.

7. Intellectual Property & Website Use

- **Content Ownership:** All text, imagery, software, and brand assets on this Website are the intellectual property of the platform.
- **Agent Use of Assets:** Registered Agents are granted a limited, non-transferable license to use excursion photos and descriptions solely to market and sell bookings *through our platform*. Scraping data or using platform content to book directly with operators bypasses this agreement and will result in immediate termination.

8. Governing Law and Disputes

- This Agreement shall be governed by and construed in accordance with the laws of **Thailand**.
- Any disputes arising from bookings that cannot be resolved amicably via our customer support channel will be handled exclusively in the courts of **Thailand**.