



## **TurboJET Online Booking System Terms and Conditions**

All booking of tickets using the TurboJET online booking system at [www.turbojetbooking.com](http://www.turbojetbooking.com) (“System”) shall be subject to the following terms and conditions:

### **1. Ticketing Services:**

- 1.1 Ticket for all ferry routes operated by TurboJET shall be available for booking through the System.
- 1.2 TurboJET hereby expressly reserves the right to include or exclude at any time and from time to time and without prior notice the booking of tickets for any ferry routes operated by TurboJET by and through using the System.
- 1.3 In no event shall TurboJET be held liable for any damages and/or loss suffered by any Member arising from service or use of the System being withdrawn at any time, with or without prior notice, for any ferry routes operated by TurboJET.
- 1.4 These terms and conditions or any information provided in the System may be subject to change by TurboJET at any time and from time to time with or without prior notice. TurboJET hereby expressly disclaims any liability for any damages and/or loss given rise therefrom to Member. Nor shall TurboJET be deemed under any circumstances to have guaranteed the accuracy and/or sufficiency of any such information.
- 1.5 No advance booking of tickets using the System for a duration of more than 90 days counting both the date of booking (being the 1<sup>st</sup> day) and the date of the journey (being the 90<sup>th</sup> day) will be accepted.

### **2. Booking Process:**

- 2.1 The System shall be restricted for members’ (“Member”) use only. It shall accordingly be a condition precedent that any customer desirous of using the System register themselves through TurboJET’s online booking website as a Member.
- 2.2 Customer on becoming a Member will be notified of the login number and password and the Member could then book ferry ticket via the System. TurboJET hereby expressly disclaim any liability for any damages and/or loss caused to the customer in the course of the customer’s registration as a Member (including but not limited to the assigning of the login number and/or password) and any disclosure accidental or otherwise to any party of any personal information relating to a Member’s account.
- 2.3 All payment of tickets booked via the System shall be made by credit card and/or other electronic means of payment acceptable to TurboJET. TurboJET shall be entitled at its absolute discretion and does hereby expressly reserve the right to reject any specific form class or brand of electronic payment as an acceptable means of payment.
- 2.4 In the event of any dispute between TurboJET and any Member regarding payment, TurboJET’s record regarding the transaction concerned shall be final and conclusive.
- 2.5 In the event of any dispute between TurboJET and any Member regarding booking and/or payment,

TurboJET hereby reserves the right to withhold release of any and all tickets booked in relation to the transaction concerned pending the outcome of the dispute.

### **3. Ticketing Limitation:**

- 3.1 Booking of tickets by a Member on any one day using the System shall be restricted to a maximum of 6 tickets per route regardless as to whether the said 6 tickets are, when applied to the route concerned, used all for any one sailing or are used separately for a number of different sailings.
- 3.2 For airport routes, no booking of tickets using the System shall be allowed where the departure time of the target sailing shall be less than FOUR hours counting from the time of booking. For other TurboJET routes, no booking of tickets using the System shall be allowed where the departure time of the target sailing shall be less than ONE hour counting from the time of booking.
- 3.3 Save where expressly provided otherwise by TurboJET's Terms and Conditions of Carriage for any specific routes concerned, children over the age of one year must travel with a valid ticket at full fare.
- 3.4 Special ticket fares may, subject to TurboJET's absolute discretion as to routes to which such fares shall be applicable, be made available to the applicable routes for senior citizens (age 60 or above) who may or may not be a Member and children below 12 years of age. TurboJET hereby expressly reserves the right to grant or withdraw (and to determine at its sole absolute discretion the extent of granting) such privilege to any route(s) and/or any specific class or classes of passengers (Member or otherwise) at any time with or without prior notice. Where such privilege shall be available and is claimed through online booking, it shall be the sole responsibility of the Member claiming such privilege (or any Member claiming the privilege on behalf of a passenger), at the time of boarding or at any other time as shall be decided by TurboJET, to prove to TurboJET's satisfaction that the Member (or such passenger on whose behalf the privilege is claimed) shall be so entitled and where necessary by producing documentation support in respect of the claim. By claiming the entitlement Member making the booking using the System shall be deemed to have consented (for himself and also for any passenger on whose behalf the privilege is claimed) to the abovementioned requirements. TurboJET hereby reserves the right to refuse boarding to any Member and/or passenger holding a special fare ticket but without entitlement to the same.
- 3.5 Transfer or re-sale of tickets booked is strictly prohibited.

### **4. Ticket Confirmation:**

- 4.1 Member shall note TurboJET's passenger reminder available at [www.turbojet.com.hk](http://www.turbojet.com.hk) ("Passenger Reminder"). Member shall comply with the requirements of the Passenger Reminder in relation to any ferry services provided by TurboJET and shall be fully responsible for all consequences of his/her failure to do so. TurboJET accepts no responsibility for the consequences of Member's failure to comply with the Passenger Reminder including but not limited to Member's inability to board any target flight or sailing and hereby expressly disclaims any liability for any damages and/or loss given rise therefrom to Member. Member shall not be entitled to nor shall any request for refund cancellation or change of sail be entertained under the circumstance.
- 4.2 It shall be the Member's responsibility to ensure that all information provided and any selection made

(including but not limited to the date and time of travel) for booking purpose using the System is correct before confirming the booking. TurboJET accepts no responsibility for any error appearing on a ticket whether made by Member in the course of the booking or otherwise and hereby expressly disclaim any liability for any damages and/or loss Member shall suffer in consequence of such error. TurboJET will not, on the claim of error committed by a Member, entertain any request for refund and/or cancellation of and/or changes to any confirmed bookings.

4.3 All bookings made using the System, once confirmed, shall be non-refundable and no request for changes of any information appearing on the ticket or cancellation will be entertained.

## **5. Ticket Collection:**

5.1 Save and except for Member taking the airport routes for departure from Hong Kong International Airport and carrying with them baggage with which checked-in procedure is required which Member shall collect ticket booked not less than 60 minutes prior to scheduled departure time, for all other cases Member shall collect ticket booked not less than 30 minutes prior to scheduled departure time. The above prescribed ticket collection time may be subject to change at any time with or without prior notice, under no circumstances shall TurboJET be held liable for any damages and/or loss cause thereby to Member.

5.2 Member shall not be entitled to nor shall TurboJET entertain any request for refund or for the issuance of a replacement ticket valid for a subsequent sailing if Member fails to collect ticket in accordance with these terms and conditions irrespective of the reasons causing such failure.

5.3 Member shall allow enough time for immigration and custom clearance. TurboJET accepts no responsibility for the consequences of Member's failure to do so including but not limited to Member's inability to board any target sailing. Member shall not be entitled to nor shall any request for refund cancellation or change of sail be entertained under the circumstance.

5.4 Ticket collection outlets: TurboJET ticketing offices and Self-service Ticketing Kiosks located at ferry terminals. Ticket collection outlets and/or their respective locations may be subject to change at any time with or without prior notice, under no circumstances shall TurboJET be held liable for any damages and/or loss cause thereby to Member.

5.5 TurboJET does not guarantee that the System and/or any computer system forming part of the System and/or related networks if any will be capable of remaining on-line at any time and at all times. In no event shall TurboJET be held liable to Member for any damages and/or loss suffered in consequence of Member being unable to access the System at any time whether due to failure of the System and/or any computer system forming part of the System and/or any related networks or otherwise.

5.6 TurboJET accepts no responsibility and hereby expressly disclaim any liability to Member for lost of information (including but without limitation Member's own personal data provided on Member's registration as a member with TurboJET's online booking website and/or information relating to any of Member's booking) if any and whether in whole or in part howsoever caused after completion of the booking processes using the System.

5.7 TurboJET hereby expressly disclaim any liability to Member and/or any person entitled to claim for or on behalf of Member and Member shall be deemed to have agreed to waive absolutely all his/her rights

to claim against TurboJET for damages and/or loss if any that Member shall suffer in consequence of any information provided by Member for whatever purposes being, without prior written consent of Member and/or TurboJET, disclosed used applied and/or posted by any third party not connected to TurboJET on any media (including without limitation the internet) for whatever purposes.

5.8 Member accessing the System whether for purpose of booking of tickets or otherwise does so at his/her own risk. TurboJET accepts no responsibility and hereby expressly disclaim any liability for any consequence (including but not limited to the possibility of transfer of computer viruses) that may occur to Member's device as a result of the device's linkage with the System and/or related networks.

5.9 ALL CARRIAGE SERVICES PROVIDED BY TURBOJET SHALL BE PROVIDED SUBJECT TO TURBOJET'S TERMS & CONDITIONS OF CARRIAGE APPLICABLE TO THE RELEVANT ROUTE. (Member is advised to refer to TurboJET's Terms and Conditions of Carriage for details).

## **6. Conflict**

6.1 In the event that any of these terms and conditions shall conflict with any of the provisions of the Passenger Reminder, the provisions of the Passenger Reminder shall prevail.

## **7. Law and Language**

7.1 These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.

7.2 If at any time any of these terms and conditions shall be or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.

7.3 Nothing herein shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.

7.4 In the event of any discrepancy between this document and any version of this document that has been translated into any other languages, this English language version shall prevail.