

2024 India & the Ganges River Cruise Terms & Conditions

Thank you for choosing Brand g for your vacation. To ensure that you understand the conditions of your vacation, please read the following policies and procedures completely. All policies and procedures are subject to change at any time at Brand g's sole discretion without notice. Any and all information contained herein is in effect at the time of printing and is subject to change at any time.

Information contained herein does not form part of any offer or contract. The transportation of guests and baggage on Ganges Voyager vessels is provided solely by Ganges Voyager and is governed by the terms and conditions printed on the Passenger Ticket Contract provided below. The Passenger Ticket Contract will also be included with your travel documents and contains complete and important information regarding itineraries, Ganges Voyager's liability, health and immigration requirements, and other relevant terms and conditions. The terms and conditions of the Passenger Ticket Contract will apply to persons who have booked a cruise regardless of whether they have embarked the vessel. Please read your Passenger Ticket Contract carefully. To the extent that any of the information in sales brochures or at www.brandgvacations.com conflicts with the terms of the Passenger Ticket Contract, the terms and conditions contained in the Passenger Ticket Contract shall control.

Itinerary arrival and departure times are always subject to change without notice. Brand g Vacations reserves the right to cancel, alter, advance, postpone or substitute any scheduled sailing or itinerary, substitute another vessel for the scheduled ship, or substitute or cancel scheduled ports of call, which, in its sole judgment and discretion, is justified for any reason, and to do so without liability for any loss whatsoever to guests as a result of said change(s). Additionally, Brand g Vacations reserves the right to cancel reservations and bookings in the event of a full-ship charter, whether or not a deposit or full payment has been received, and in such event Brand g's only liability will be to refund to the guest the amount it has received.

Brand g makes arrangements for transportation, only as a booking agent. In arranging for the transportation, Brand g does so with independent contractors. Brand g is not responsible for incidents such as airline cancellations, re-routings or any disruption of scheduled services or accommodation, or lost luggage.

All schedules, fares, and terms and conditions listed on Brand g Vacations' website are effective as of August 2022 and supersede any schedules, prices, and terms and conditions previously published.

All fares including land and hotel are capacity controlled, subject to change at any time without notice and do not guarantee availability. All are subject to change and/or cancellation without notice.

Travel documents will not be dispatched until full and final payment and passenger Contact Information has been received by Brand g Vacations and cleared. For purposes of this Agreement, Contact Information shall mean a passenger's full name, passport number, address, telephone number (land and mobile), electronic mail address and emergency contact information and any other information as requested. Brand g must be able to reach each passenger's emergency contact at any time of day. Brand g must, therefore, be provided with all information to allow them to do so (such information should include the name, address, electronic mail address (if available) and phone number (including a cell phone number if available) of a parent, guardian, spouse, domestic partner, or other person to contact in the event of an emergency. No passenger will be allowed to participate in this vacation unless all information has been received.

Tariff

2024 fares cover certain land and shipboard services including: hotel accommodations, ship suite accommodations, shore excursions, advertised meals on land, onboard meals and entertainment, complimentary beverages aboard ship (as advertised). All fares are quoted in US dollars, are per guest and based on double occupancy. Not included in your program tariff are: beverages other than those advertised, optional shore excursions, meals taken ashore during the cruise, fuel surcharges, laundry, purchases from the ship boutique or any item or service of a personal nature such as medical care, massages and spa treatments.

Travel Professionals

Travel agents are considered to be the agent of Passenger and not of Carrier. Carrier is not liable for any representation, act or omission of Passenger's travel agent. Passenger's cruise fare is not considered paid until Carrier receives full payment, and the amount thereof is subject to change at any time prior to Carrier's receipt of payment. Passenger shall at all times remain liable to Carrier for the price of passage. Carrier reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of departure.

Deposit/Final Payment

To reserve your vacation, an **\$1,500** per person deposit for the main program and **\$500** for the Varanasi extension is required at the time of booking. Full payment is due no later than 120 days prior to departure. Guests will not be permitted to change travel agents once final payment has been received by Brand g Vacations. Final documentation will be issued after receipt of final payment and approximately 30 days prior to the trip start date. All reservations are subject to cancellation if payments are not received by the due date, and are guaranteed only when paid in full 120 days prior to sailing. Reservations made within 120 days of sailing require full payment within seven days of booking or sooner, as specified by Brand g. Payments may be made by AMEX/ VISA®/ MasterCard® or DISCOVER®.

Cancellations/Refunds

Should you find it necessary to cancel your reservation or any component thereof, you or your travel professional are required to contact Brand g Vacations directly by telephone as well as submit your cancellation in writing. Refunds are subject to the schedule below regardless of suite/cabin resale and cancellation charges may not be converted to future cruise credits:

Cancellation Charges

Days Before Departure	Per Person Charge
Greater than 300 days (before the 12/19/2023)	\$100
300 - 181 (12/20/2023 - 04/17/2024)	\$500.
120 - 121 (04/18/2024 - 06/16/24)	\$1,500
120 days or less (06/17/2024 - 10/15/2024)	100% of the total per person charges

Any tickets issued must be returned to Brand g Vacations before refunds (if owed) can be processed.

Health and Medical Requirements

All guests are required to report in writing to Brand g Vacations at the time their reservation is made:

1. Any physical or mental condition that may require medical or professional treatment or attention during the voyage
2. Any condition that may render the guest unfit for travel, or that may require special care or assistance
3. Any condition that may pose a risk or danger to the guest or anyone else on board the ship
4. Any condition that may require oxygen for medical reasons
5. Any intention or need to use a wheelchair cart, other mobility device

By booking passage on this program and by boarding the ship, the guest represents and warrants that he/she is physically and otherwise fit to travel, and that the guest will comply at all times with applicable rules and regulations of the ship and orders and instructions of the ship's officers.

Brand g Vacations reserves the right without liability to require a guest to disembark and/or to refuse to board and transport a guest who, in the judgment of Brand g, Ganges Voyager or the ship's Captain, is unfit to travel or may require care beyond that which Brand g, or Ganges Voyager is reasonably able to provide.

Brand g Vacations and Ganges Voyager strongly recommend that guests are able to navigate the stairs on-board without assistance. Should guests require assistance, they must travel with someone who is able to assist them both ashore and at Onboard. Neither Brand g or Ganges Voyager is able to offer special assistance. Please note that wheel-on and/or wheel-off access is not available at ports-of-call.

Baggage

You may bring aboard the ship a reasonable amount of clothing and personal effects without charge. Baggage must be handled in accordance with regulations of our ground operators and ship operators. Baggage exceeding these limitations is subject to the charges as set forth by the individual operators. Airlines are strict with baggage limitations. Guests are encouraged to contact individual airlines for weight limitations.

All baggage must be securely packed, and properly and clearly labeled. Liquid, fragile, perishable and other articles not suitably packed are transported at your own risk. Neither Brand g, nor Ganges Voyager is responsible for loss or damage to baggage or any other personal item during air travel or land extension programs.

Baggage and personal belongings will be taken off the ship upon guest disembarkation. Under no circumstances will baggage be stored onboard without the owner of such baggage being on the vessel. Ganges Voyager is not responsible for baggage stored in shore side facilities.

Under no circumstances may dangerous items (including but not limited to: explosives, firearms, combustible or illegal substances) be taken aboard the ship. We recommend that you hand-carry travel documents (passport, visa, cruise tickets), medications and valuables. These items are the full responsibility of the guest at all times. Neither Brand g Vacations, nor Ganges Voyager shall be responsible for the loss of, or damage to, such personal items.

Lost Property

Brand g Vacations and the Ganges Voyager may levy a charge for the return of personal items left in hotels or on board the Ganges Voyager or lost and subsequently found.

Travel Documents

All travel documents (air and cruise tickets, passport and medical insurance information) are the guest's responsibility. It is also the guest's responsibility to obtain any necessary visas and public health documents for all applicable ports and to comply with all customs requirements. Without the required documents, a guest may be denied boarding and accommodation by Ganges Voyager or the guest may be disembarked during the voyage and Brand g Vacations will not make a refund or be otherwise liable to any guest for such denial of boarding or disembarkation.

In the event that Brand g and Ganges Voyager as a courtesy provides information or advice as to necessary travel documents, visas and medical inoculations, guests are still obligated to verify such information with the appropriate government authorities and Brand g and Ganges Voyager does not warrant or guarantee the accuracy of such information. Please check with the appropriate consulate for specific requirements. Security measures imposed by governments may change from time to time and each guest will be required to comply with them. As a courtesy, we will endeavor to provide each guest with notice of measures that may affect them, but complying with any such requirements is the sole responsibility of each guest. Please consult your travel professional for advice on such requirements to avoid loss of boarding privileges.

Taxes, Government Fees/Quasigovernment Fees and Fuel Supplements

Brand g Vacations reserves the right to pass through to its guests (including fully paid and deposited guests) any taxes and government fees/quasi-government fees that relate specifically to a guest's itinerary. "Taxes and Government fees/quasi-government fees" include any and all fees, charges, surcharges, tolls and taxes imposed by governmental or quasi-governmental authorities including, but not limited to, customs fees, per person berth taxes or fees, embarkation and/or disembarkation fees at ports, airline transportation fees, dockage fees, and wharfage fees.

Brand g reserves the right to charge a per person fuel supplement in the event that the price of increases up to and including the day of embarkation. Brand g may collect any taxes, government fees/ quasigovernment fees and fuel supplement (the "Surcharges") at the time of booking, prior to sailing or on board the vessel, even if the cruise fare has been paid in full. Surcharges will be invoiced accordingly.

All fares, and itineraries are subject to change without notice. Additional restrictions may apply. Brand g and Ganges Voyager reserve the right to correct any errors or omissions.

This document may contain inadvertent technical or factual inaccuracies and typographical errors. Brand g Vacations reserves the right to correct errors and omissions at any time without prior notice, and to cancel any offered product, service, amenity, etc. in the event of any error or omission in the description, including pricing and availability.

Video / Photographic Release

You agree to participate in promotional, publicity, or merchandising pictures during this event. You hereby authorize the reproduction, sale, copyright, broadcast and /or distribution of said video, sound recording and pictures without limitations. You further agree and release Brand g, its parent, subsidiary companies, their representatives and agents from any liability, loss, expense or claims arising from distribution, broadcast, sale or use of your likeness or voice. You certify that you are 21 years of age or over. You may opt out of any promotional videos and pictures; however, Brand g does not guarantee that you will not be included.

GANGES VOYAGER PASSENGER TICKET CONTRACT

IMPORTANT TERMS AND CONDITIONS OF THIS PASSENGER TICKET CONTRACT (the"Contract") ARE CONTAINED BELOW AND THE PASSENGER HEREBY ACCEPTS AND AGREES TO THESE TERMS AND CONDITIONS.

IMPORTANT NOTICE TO PASSENGERS: THIS CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN PASSENGER AND THE COMPANY. THIS CONTRACT CONTAINS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS WITH RESPECT TO INJURY OR DEATH OF PASSENGER AND DAMAGE CLAIMS RELATING TO BAGGAGE. CERTAIN OTHER PERSONS AND ENTITIES, ARE ALSO GRANTED RIGHTS UNDER THIS TICKET CONTRACT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THIS CONTRACT AND ACCEPTING TO TRAVEL, THE PASSENGER AGREES TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF, INCLUDING SPECIFICALLY THOSE REGARDING PASSENGER'S RIGHT TO SUE, GOVERNING LAW, FORUM AND JURISDICTION.

SECTIONS 4, 5, 6, 7, 8, 9, 10 and 12 CONTAIN IMPORTANT LIMITATIONS ON PASSENGER'S RIGHT TO ASSERT CLAIMS AGAINST THE COMPANY AND CERTAIN THIRD PARTIES. THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE COMPANY ANDTHE PASSENGER AND THIS IS A BINDING CONTRACT.

THE COMPANY ENTERS INTO CONTRACTS OF CARRIAGE AND ACCEPTS AND CARRIES PASSENGERS AND BAGGAGE ONLY ON AND SUBJECT TO THESE TERMS AND CONDITIONS.

THIS CONTRACT IS AN AGREEMENT BETWEEN THE PASSENGER AND THE COMPANY AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES AND PROVISIONS REGARDING LIMITATION OF LIABILITY HEREIN ARE APPLICABLE TO CLAIMS AGAINST ALL PARTIES LISTED IN THE DEFINITION OF 'COMPANY'.

1. DEFINITIONS: "Baggage" means all such Passenger baggage allowed on the Vessel pursuant to the terms of this Contract which is placed in Passenger's cabin, or which has been stored in the Vessel's baggage room, hold or safe against receipt therefor at the request of the Passenger. Baggage also includes all such passenger baggage handed over to the officers of the Company at the beginning of the tour at any destination. "Company" means Heritage River Journeys Pvt Ltd, and its owners, operators, hoteliers and charterers, all affiliated companies including but not limited to, parent and or subsidiary entities and sales representatives and all employees and directors of such individuals and companies.

"Conventions" means the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974, the International Convention on Limitation of Liability for Maritime Claims, 1976, and, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation, 1988.

"Passenger" means every person named on the face of this Contract and/or traveling under this Contract or occupying the cabin designated on this Contract, including their heirs, successors in interest and personal representatives.

"Contract" means this entire Passenger Ticket Contract document including all its terms and conditions. "Terms and Conditions – Cruise Services" means the standard Terms and Conditions of the Company with regard to Cruise and associated excursions offered by the Company, as amended from time to time.

"Vessel" means any ship chartered or operated or provided by the Company, whether owned, chartered, or operated by the Company or by third parties; on which the Passenger may be traveling, or any ship substituted therefor, and its tenders or any other similar means of conveyance and also includes any modes of transport on land.

2. **NON-TRANSFERABILITY/ BINDING EFFECT:** This Contract is valid only for the Passenger or Passengers named herein for the dates indicated. It may not be sold or transferred. The Passenger represents and warrants that s/he is duly authorized by and on behalf of all Passengers (including minor children) named on this Contract to agree to and to bind all such Passengers to such terms and conditions.
3. **EMBARKATION:** The Passenger is required to be on board the Vessel at least 30 minutes before the initial scheduled departure time and any departure time subsequently announced during the cruise. At the time of embarkation the Passenger is responsible for having received all medical inoculations necessary for the voyage. The Company shall have no liability to the Passenger whatsoever if the Passenger is not on board prior to the Vessel's departure. If the Passenger has chosen a tour from a place other than that of departure of the Vessel, that place from where the tour begins shall be the place of embarkation.
4. **BAGGAGE, VALUABLES AND OTHER POSSESSIONS:** All Baggage must be securely packed and distinctly labeled with Passenger's full name, the name of the Vessel, and the cabin number of the Passenger and the sailing date of the Vessel. Under no circumstances, may dangerous articles such as firearms, explosives, oxygen or combustible substances, alcohol, drugs, illegal substances, or dangerous goods be taken by the Passenger pre-cruise and/or aboard the Vessel.

Any such item shall be surrendered to an official of the Company or to the Captain of the Vessel at embarkation, and may be disposed of in the sole discretion of the official of the Company or the Captain. Hand or unlocked luggage, breakables and valuables, including but not limited to jewelry, money, precious stones, securities, financial instruments and / or tickets, must be hand-carried by Passengers on and off the Vessel. The Company shall not be responsible for loss or damage to such items.

5. **LIABILITY LIMITATIONS FOR LOSS OF AND / OR DAMAGE TO PROPERTY:** The total value of the Baggage, valuables and other personal belongings of a Passenger who does not deposit valuables for safekeeping, as described in this Contract, shall be deemed not to exceed the amount of US\$ 200 per Passenger and the Company's liability, if any, for loss of or damage to such belongings is limited to a maximum of US\$ 200 per Passenger. The Company provides safekeeping for valuables and encourages Passengers to deposit any jewelry or other valuables brought aboard the Vessel with the designated officer who will issue a receipt for such valuables. The Company shall not be liable for any loss of or damage to money, jewelry, precious stones, securities, financial instruments, tickets or other valuables unless they have been delivered to the designated officer and a receipt issued. The value of articles delivered for safekeeping shall be deemed not to exceed US\$ 200 unless the Company agrees in writing to a higher value for the articles at the time of delivery to the designated officer. Unless specifically provided elsewhere in this Contract, the Company shall have no liability for loss or damage to Baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the river, and other acts-of-God are not reimbursable. Settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation). Settlements of reimbursable claims for damaged items will be on the basis of cost of repair or actual cash value, whichever is less. No amount shall be paid in settlement of any claim without proof of the actual cash value or repair cost as appropriate arising from the loss or damage. Such proof must be sent to the Company and the Company liability must be proven before any settlement will be paid.
6. **ITINERARY / RIGHT TO CHANGE / DETENTION:** The Company will make every reasonable effort to undertake the advertised and any other agreed and offered travel destination but no travel destinations are guaranteed and the destinations may be altered, delayed, amended, or cancelled subject to circumstances. If the performance of the proposed journey/voyage is hindered or prevented (or in the opinion of the Company is likely to be hindered or prevented) by high or low water levels, docking difficulties, weather condition, breakdown of the Vessel, congestion, lock operational malfunction, or any other cause whatsoever or if the Company considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the Vessel to risk of loss or damage or to be likely to delay her, the Passenger and his property may be landed at any place which the Company or the Captain of the Vessel in his or her discretion may reasonably decide upon, at which place the responsibility of the Company shall cease and this contract shall be deemed to have been fully performed, or if the Passenger has not embarked, the Company may cancel the proposed voyage and shall refund the Passenger money or fares paid in advance. The Company reserves the right at its sole option and discretion, without any liability for damages or refund, of any kind to deviate from the charter companies' advertised or ordinary itinerary or route, to delay, advance or lengthen any travel, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and / or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to the Company or not, and to cause the Passenger to disembark from any destination and/or the Vessel temporarily or permanently. The Company may for any reason whatsoever cancel any journey/voyage or terminate the Contract at any time before departure for the contracted travel plan, and in such event, the Company's only liability will be to refund to the Passenger the amount it has received for the Contract. For purposes of assisting other vessels or protecting life or property, the Captain of the Vessel has the right, at his or her sole discretion, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change any ports of call, to tow or to be towed, to transfer Passenger and Passenger's baggage to any other vessel and or other means of transportation whether belonging to the Company or not, cause the Passenger to disembark the Vessel temporarily or permanently, and the Passenger shall have no claims against Company in such circumstances.
7. **HEALTH AND SECURITY / INDEMNIFICATION BY PASSENGER:** Access to the Vessel at certain river stations can be difficult, with steep and sometimes slippery riverbanks. The Passenger represents and warrants that she/he is physically and otherwise fit to travel; that she / he will at all times comply with the contract regarding travel and the Vessel's rules and regulations and orders and directions of the officials of the Company and the Vessel's officers and staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other passengers.

The Company and the Captain of the Vessel, without liability, at any time, may refuse to transport or may land any Passenger at any port or place, or transfer the Passenger to other means of transportation, because of health or physical condition, mental disorder, failure to abide by Vessel regulations or other causes rendering the Passenger unfit to travel on the Vessel. If the Passenger is refused passage or leaves between the travel period in any destination or the Vessel prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, the Company will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost. The

Passenger hereby consents to a reasonable search being made of Passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of the Company, impair the safety of the Vessel or inconvenience other Passengers. The Passenger shall indemnify the Company for all penalties, fines, charges, losses or expenses incurred or imposed upon the Company or the Vessel by virtue of any act or violation of law by the Passenger.

8. **PASSENGER RESTRICTIONS:** The Company does not discriminate against persons on the basis of disability. The Company is unable to accommodate women past their sixth month of pregnancy and children less than six months of age. It may limit the number of Passengers less than three years of age for the land excursions and the cruise. Any child under the age of eighteen must be accompanied by an adult over the age of twenty-one. If the accompanying adult is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian of the child and received by the Company prior to sailing. The Passenger is required to advise the Company in writing, at or prior to the time a cruise is booked, of any physical, emotional or mental condition which may require professional attention during the cruise. The Company is not able to accommodate wheelchairs. Passengers with mobility impairments must be accompanied by someone who is able to assist the Passenger at all times during the journey/voyage, and is responsible for providing the Passenger all necessary aid and facilities. If any such condition arises after the journey/voyage is booked, the Passenger is required to advise the Company in writing immediately. The Company and all personnel of the Company and other passengers shall have no liability to the Passenger relating to such condition or its treatment.
9. **INDEPENDENT CONTRACTOR / SHORE TOURS / LIMIT OF LIABILITY:** The Company undertakes and has responsibility for tours, including, shore excursions, hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, organized by the Company except those specified in clause 10 of this contract. The Company shall be liable to the Passenger for acts or omissions in connection with or arising out of arrangements made with the company including but not limited to the following: (1) airline and surface transportation; (2) services or products available for Passenger's convenience during the journey/voyage; (3) services, products or transportation provided during the course of the journey and aboard the Vessel furnished by others, including without limitation, sightseeing tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service. The Passenger agrees that all rights, liability, defenses and immunities of whatsoever nature referred to in this Contract applicable to the Company or the Vessel, shall in all respects inure also for the benefit of any employee, agent or independent contractor of the Company acting in the course of or in connection with their employment/engagement with the Company so that in no circumstances shall any such employee, agent or independent contractor, as the result of so acting, be under any liability to any such Passenger different from that of the Company.
10. **NO LIABILITY FOR MEDICAL TREATMENT:** No staff doctors or nurses are employed by the Company on the Vessel or at any time during the journey. If a Passenger requires medical attention during the trip, medical services will be provided at local facilities. The Passenger shall be responsible for all costs and expenses of such medical services, treatment and medications. The Company shall have no liability whatsoever for any costs incurred in connection with such medical services, or for the quality of care the Passenger receives. The Passenger consents to treatment by medical professionals designated by the Company, if the Passenger is unable to request or authorize medical treatment and, in the opinion of the Ship Manager, medical attention is necessary, solely at the expense of the Passenger and without liability to the Company.
11. **PAYMENT BY PASSENGER AND EXTRA EXPENSES:** Any and all payments by the Passenger to the Company shall be made in currency of the United States of America, Euro or such other currency acceptable to the Company. All charges for services and products provided during the course of the journey on board the Vessel and during land excursions must be settled in cash or charged (via credit card acceptable to the Company) before Passenger's final disembarkation from the Vessel. Any other expenses incurred by the Passenger or by the Company on behalf of Passenger shall be payable by the Passenger on demand.
12. **LIABILITY LIMITATION FOR LOSS OF LIFE OR BODILY INJURY:** If a Passenger is injured, becomes ill, or dies, or a Passenger's property is lost or damaged, or a Passenger and / or his / her property is delayed, the Company will not be liable to the Passenger for any damages unless the occurrence was due to the negligence of the Company. The Company disclaims liability to the Passenger under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to the Passenger caused by the negligence or fault of a crew member or the manager, agent, master, owner or operator of the Vessel and/or the independent contractors;

(ii) the result of a Passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crew member or the manager, agent, master, owner or operator of the Vessel and/or the independent contractors; or (iii) intentionally inflicted by a crew member or the manager, agent, master, owner or operator of the Vessel and/or the independent contractors. In no event, will the Company be liable to the Passenger for consequential, incidental, exemplary or punitive damages. In addition to all of the restrictions and exemptions from liability provided in this Contract, the liability of the Company for the death of or personal injury (including emotional distress or injury) to a Passenger shall in no event exceed the monetary limitations set forth in Article 7 of the Athens Convention. Nothing in this Contract is intended nor shall operate to limit or deprive the Company of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability including but not limited to the 1976 Convention.
13. **PROTECTION AND INDEMNITY LIABILITY:** The Company bears no contractual liability of a P&I nature flowing through to it from any charter contract with any charter agents, clients and any of their sub-agents/sub-contractors.
14. **FORCE MAJEURE:** The Company shall not be liable in any way to the Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for the Company's failure to commence, perform and/or complete any duty owed to the Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act-of-God, war or war-like operations, terrorist activities, civil commotions, labor difficulties, whether or not the Company is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the river, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, weather conditions, high

or low water levels, lock malfunction, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of the Company.

15. **CHOICE OF LAW AND FORUM:** This Contract applies to claims, suits and litigation of any kind whether against the Company in person or the Vessel. This Contract is issued at New Delhi, India, subject always to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, the International Convention on Limitation of Liability for Maritime Claims, 1976, the Strasbourg Agreement on Liability Limitations for Inland Shipping of 4 November 1998 and such other international agreements and conventions as may apply, all questions arising on this Contract shall be decided according to the laws of India, excluding the rules of conflicts of laws. Where the Athens Convention or any law applies mandatorily, venue shall be any court sanctioned by that Convention or law. In all other cases, the Company and the Passenger agree to submit to the jurisdiction of the Civil Courts in New Delhi, India in any dispute arising out of, or in connection with, this Contract or these Terms and Conditions, the ownership and/or operation of the Vessel, to the exclusion of the jurisdiction of the courts of any other country. The Passenger hereby waives any venue or other objection that may be available to any such action or proceeding being brought in said court.
16. **INTERPRETATION:** Should any provisions of this Contract be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of this Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice-versa.
17. **WARRANTIES / CONSEQUENTIAL DAMAGES EXCLUDED:** ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. THE COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.
18. **WRITTEN NOTICES:** Except as otherwise expressly provided in this Contract, all written notice required by this Contract must be mailed to Heritage River Journeys Pvt. Ltd. at Office No. 7, 2nd Floor, LSC, Vasant Arcade, Vasant Kunj, New Delhi 110070, India.
19. **ENTIRE AGREEMENT:** The provisions of this ticket / Contract read with the Terms and Conditions

Cruise Services, represent the entire agreement and a binding contract between the Passengers and the Company. Any provisions in the Terms and Conditions

Cruise Services not at variance with the terms herein will apply to this Contract and in case of a conflict in the provisions of the two, the provisions herein will apply. The Passenger's acceptance of this Contract constitutes Passenger's consent to these provisions. These provisions supersede any oral or written representations. Any change in these provisions must be in writing and signed by a Vice President /Director of the Company.