



## TERMS OF SERVICE



### OPTION TERMS

We can keep on hold (option) your reserved cabins for up to 7 days from the date of your request.

### RECONFIRMATION

In order to reconfirm your reservation, kindly email us your interest and we will send you a Booking Confirmation along with an invoice for the booking deposit.

### RESERVATIONS & PAYMENTS

To guarantee your booking, deposit is required as per the below timeline:

- 10% deposit of the total cruise fare at the time of booking.
- 50% of the amount is to be paid 120 days prior to departure.
- Remainder of the amount due of the amount plus Waterways/Jetty Passenger Service Fee are to be paid 60 days prior to cruise departure.

Payments may be made by bank transfer (USD), or by VISA®, MasterCard® or American Express®.

All reservations are subject to cancellation if payments are not received by the due date.

### CANCELLATION TERMS

Should you find it necessary to cancel your reservation or any component thereof, you are required to contact Heritage River Journeys Pvt. Ltd. directly by telephone as well as submit your cancellation in writing.

Cancellation charges will be applied as per the below timeline:

- If cancelled more than 121 days prior to initial sailing date: the 10% deposit will be forfeited.
- If cancelled between 120-61 days prior to the initial sailing date: 50% of the total cruise fare per person
- If cancelled between 60-00 days prior to the initial sailing date or nonappearance at the time of sailing: 100% of the total cruise fare per person.

IMPORTANT NOTE: Partial reduction of cabins are deemed as cancellations.

Cruise tickets must be returned to Heritage River Journeys Pvt. Ltd. before refunds (if owed) can be processed.

### DEPARTURE DATE CHANGE / REVISION

- Up to 91 days prior to departure all type of changes are subject to US\$ 30 charge per change
- From 90 days prior to departure any departure date changes is subject to a Cancellation Fee as stated above.

### OPERATING VESSEL & CRUISE SERVICES

Itinerary arrival and departure times are always subject to change without notice. Heritage River Journeys Pvt. Ltd., reserves the right to cancel, alter, advance, postpone or substitute any

scheduled departure or itinerary, substitute the scheduled ship for another vessel, 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, Heritage River Journeys Pvt. Ltd., will offer an alternate booking/ departure to confirmed guests in case a departure has to be cancelled due to lack of minimum occupancy or technical reasons or a full charter booking for that departure and in the event of the guest not accepting the alternate booking/ departure, full refund will be made of payments made by the guest.

## **TERMS AND CONDITIONS – CRUISE SERVICES**

These Terms and Conditions apply to all vessels under Heritage River Journeys Pvt. Ltd.'s operation unless otherwise noted. Any and all information contained herein is in effect at the time of printing and is subject to change at any time and without notice.

Information contained in this brochure does not form part of any offer or contract. The transportation of guests and baggage on Heritage River Journeys Pvt. Ltd.'s vessels is provided solely by Heritage River Journeys Pvt. Ltd., and is governed by the terms and conditions printed on the Passenger Ticket Contract. The Passenger Ticket Contract will be included with your travel documents and contains important information regarding Heritage River Journeys Pvt. Ltd.'s liability 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 or not they have embarked the vessel. Please read your Passenger Ticket Contract carefully. To the extent that any of the information in the brochure conflicts with the terms of the Passenger Ticket Contract, the terms and conditions contained in the Passenger Ticket Contract shall control.

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Heritage River Journeys Pvt. Ltd., makes arrangements for transportation, other than cruise passage, only as a booking agent. Heritage River Journeys Pvt. Ltd.'s responsibility does not extend beyond the vessel. In arranging for the transportation of guests to and from the ship, Heritage River Journeys Pvt. Ltd., does so with independent contractors. Heritage River Journeys Pvt. Ltd., 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 in this document are effective as of March 2017 and supersede any schedules, prices, and terms and conditions previously published. All fares indicated in the tariff are capacity controlled, subject to change at anytime 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 as detailed separately below, has been received by Heritage River Journeys Pvt. Ltd. and cleared.

### **CRUISE TARIFF**

Cruise fares cover certain shipboard services including: suite accommodations, shore excursions, onboard meals and entertainment, complimentary beverages aboard ship (including Indian brand mineral water, tea and coffee throughout the cruise duration).

All fares are quoted in US dollars, are per cabin and based on single (one person in one cabin) or double (two persons in one cabin) occupancy.

Not included in your cruise tariff (unless specified) are: airfare, to & from jetty transfers, hotel

accommodations, optional shore excursions, meals ashore, imported mineral waters and sodas, fuel surcharges, laundry, gratuities for crew and guides, purchases from the ship boutique or any item or service of a personal nature such as medical care, massages and spa treatments. Champagne, premium wine and spirit selections are not included in your fare and may not be available.

### **TRAVEL PROFESSIONALS - AGENTS OF GUESTS**

Travel agents are considered to be the agent of Guests and not of Carrier. Carrier is not liable for any representation, act or omission of Guest's travel agent. Guest'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. Guests 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.

### **TERMS OF PAYMENT**

Terms of Payment as may be agreed in writing with the Agents on a case to case basis will need to be followed strictly. Final documentation will be issued after receipt of final payment and approximately 30 days prior to sailing. All reservations are subject to cancellation if payments are not received by the due date as agreed.

### **CANCELLATIONS/REFUNDS**

Cancellations and refunds of any reservations shall be strictly as per terms agreed with the agents, on a case to case basis. All cancellations have to be in writing and accompanied by the relevant Passenger Ticket Contracts, if already issued.

Refunds shall be as per terms agreed and paid back / converted to a future cruise credit, as per the said terms.

### **PASSENGER MANIFEST & CONTACT INFORMATION**

For all passengers travelling on the cruise we require a Passenger Manifest 30 days before embarkation, which should include: passenger's full name, gender, date of birth, passport copy (with clear photo of passenger), copy of visa, residence address, telephone number, emergency contact information, arrival/departure details, medical/diet information and any other information as requested by Heritage River Journeys Pvt. Ltd.

Heritage River Journeys Pvt. Ltd. must be able to reach each passenger's emergency contact at any time of day. Heritage River Journeys Pvt. Ltd. must, therefore, be provided with all information to allow Heritage River Journeys Pvt. Ltd. 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.

Provision of such information shall be subject to applicable privacy laws and regulations. Heritage River Journeys Pvt. Ltd., shall take customary precautions to limit access to such passenger information to only those properly authorized by it.

No passenger will be allowed to embark a Heritage River Journeys Pvt. Ltd. vessel unless Heritage River Journeys Pvt. Ltd. has received and cleared all information.

### **HEALTH AND MEDICAL REQUIREMENTS**

All guests are required to report in writing to Heritage River Journeys Pvt. Ltd. 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, cane, or other mobility device.

By booking passage 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.

Heritage River Journeys Pvt. Ltd. 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 Heritage River Journeys Pvt. Ltd. or the ship's Captain or Manager, is unfit to travel or may require care beyond that which Heritage River Journeys Pvt. Ltd. is reasonably able to provide.

Heritage River Journeys Pvt. Ltd. strongly recommends that guests are able to navigate any stairs or staircases without assistance. Should guests require assistance, they must travel with someone who is able to assist them both ashore and onboard. Heritage River Journeys Pvt. Ltd. is unable to offer special assistance. Please note that wheel-on and/or wheel-off access is not available at ports-of-call.

Guests are also requested to advise any special dietary requirements at least 30 days before embarkation.

## **BAGGAGE**

You may bring aboard the ship a reasonable amount of clothing and personal effects without charge. Baggage for Heritage River Journeys Pvt. Ltd. guests or guests on our land extension programs must be handled in accordance with regulations of our ground 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. Heritage River Journeys Pvt. Ltd. is not 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 on board without the owner of such baggage being on the vessel. Heritage River Journeys Pvt. Ltd.'s 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. Heritage River Journeys Pvt. Ltd. shall not be responsible for the loss of, or damage to, such personal items.

## **LOST PROPERTY**

Heritage River Journeys Pvt. Ltd. may levy a charge for the return of personal items left on board 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 Heritage River Journeys Pvt. Ltd. or the guest may be disembarked during the voyage and Heritage River Journeys Pvt. Ltd. will not make a refund or be otherwise liable to any guest for such denial of boarding or disembarkation.

India requires passports to be valid 6 months beyond intended stay. 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.

Heritage River Journeys Pvt. Ltd., will not be responsible for advising passengers and/or obtaining documentation required for passage and/or for delays, losses, or damages as a result of improper documentation.

In the event that Heritage River Journeys Pvt. Ltd. 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 Heritage River Journeys Pvt. Ltd. does not warrant or guarantee the accuracy of such information.

## **SMOKING**

Smoking on board the vessels is only allowed in a designated outdoor area. Please check with the Ship Managers for the same. Smoking on excursions, or aboard motor coaches is strictly prohibited.

## **GRATUITIES**

Gratuities are not included in this cruise program. Gratuities to the shipboard crew, local guides and drivers providing services on included excursions are additional. The amount of gratuity is completely at your discretion, however recommended gratuity guidelines will be included in the "Cruise Guide" for this cruise program.

## **TAXES, GOVERNMENT FEES/QUASI-GOVERNMENT FEES AND FUEL SUPPLEMENTS**

Heritage River Journeys Pvt. Ltd. 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, fuel supplements and surcharges, per person berth taxes or fees, embarkation and/or disembarkation fees at ports, airline transportation fees, dockage fees, and wharfage fees.

Heritage River Journeys Pvt. Ltd. reserves the right to charge a per person fuel supplement in the event that eventual price increases for fuel up to and including the day of embarkation require Heritage River Journeys Pvt. Ltd. to collect a fuel supplement from passengers. Heritage River Journeys Pvt. Ltd. may collect any taxes, government fees/quasi-government 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. Heritage River Journeys Pvt. Ltd. reserves the right to correct any errors or omissions.

## **FORCE MAJEURE**

In case of circumstances beyond normal control, such as war, civil or political unrest, act of terrorism, strike, catastrophe, epidemic, weather, embargo, piracy or disruption to fuel supplies for the vessels, immediately affecting a departure date, Heritage River Journeys Pvt. Ltd., may cancel individual departure dates in published itineraries. In such cases, full refund will be offered to those booked on such departures. For a cancellation of part of the itinerary of any departure caused by Force Majeure events, a pro-rated refund will be due.

In the case of water level being too high or low or defects to the Vessels beyond the control of Heritage River Journeys Pvt. Ltd., an alternative itinerary may be offered to guests. This is subject to accommodation and meals being maintained on board the vessel.

Should it prove difficult or unsafe to embark or disembark guests at the scheduled points Heritage River Journeys Pvt. Ltd., will, within reason, be liable for any extra costs of transporting guests to and from the revised point of embarkation or disembarkation. Any reason for changing the points of embarkation or disembarkation cannot count as a reason for cancelling any reserved departures by guests.

## **INSURANCE**

The vessels of Heritage River Journeys Pvt. Ltd have Protection & Indemnity (P&I) as well as Tour Operator's insurance from The Shipowners Protection Ltd., Luxemborg. The insurance documents are available on the vessels.

Heritage River Journeys Pvt. Ltd., is committed to keep its vessels in compliance with all relevant insurance relating to the operation and running of the vessels, which includes injury or damage to persons travelling on board. However, Heritage River Journeys Pvt. Ltd., will not cover individual guest's medical expenses, emergency repatriation, return of the guest's remains in the unfortunate event of death, and loss, theft or damage to any of the guest's property during the period of the cruise/itinerary.

## **LIMITATION OF LIABILITY**

If a Guest is injured, becomes ill, or dies, or the Guest's property is lost or damaged, or the Guest and / or his / her property is delayed, Heritage River Journeys Pvt. Ltd., will not be liable to the Guest for any damages unless the occurrence was due to the negligence of Heritage River Journeys Pvt. Ltd., or willful fault. Heritage River Journeys Pvt. Ltd., also disclaims liability to Guests under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to the Guest caused by the negligence or fault of a crew member or the manager, agent, master or operator of the Vessels; (ii) the result of Guest 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 or operator of the Vessels; or (iii) intentionally inflicted by a crew member or the manager, agent, master or operator of the Vessels. In no event will Heritage River Journeys Pvt. Ltd., be liable to the Guests, their agents or any one else claiming on behalf of or for either of them for consequential, incidental, exemplary or punitive damages. In addition to all of the restrictions and exemptions from liability listed herein, the liability of Heritage River Journeys Pvt. Ltd., for the death of or personal injury (including emotional distress or injury) to a Guest shall in no event exceed the monetary limitations set forth in Article 7 of the Athens Convention.

## **APPLICABLE LAW**

These Terms and Conditions for cruise services will be deemed to have been issued at New Delhi, India subject 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 arrangement 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 lie before any court sanctioned by that Convention or law. In all other cases, Heritage River Journeys Pvt. Ltd., and the Passengers/Agents agree to submit to the jurisdiction of the Civil Court in New Delhi, India in any dispute arising out of, or in connection with, this arrangement or these Terms and Conditions, the ownership and/or operation of vessels, to the exclusion of the jurisdiction of the courts of any other country. Guests/Agents hereby waive any venue or other objection that may be available to any such action or proceeding being brought in said court.

## **DISCLAIMER:**

This document may contain inadvertent technical or factual inaccuracies and typographical errors. Heritage River Journeys Pvt. Ltd., 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.

**AQUA**<sup>™</sup>  
I N D I C A



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