NOTICE TO PASSENGER: Below and attached to your Boarding Card, Passenger Cruise Ticket and (if contracted) Transfer Voucher are the terms and conditions of the Passenger Contract. Before accepting them, carefully read all the terms and conditions of the following Passenger Contract. This document is a legally binding contract issued by Jalesh Cruises Mauritius LTD/ Jalesh Cruises to, and accepted by, guest subject to the important terms and conditions appearing below.

In consideration of the receipt of the full cruise fare and/or boarding and lodging on the vessel, Jalesh Cruises Mauritius Limited and/or Jalesh Cruises and/ its principals, owners (“Jalesh”) agrees to transport Guest on the following terms and conditions:

*Jalesh Cruises reserves the right to correct any errors, inaccuracies or omissions and to change or update fares, policies, fees and surcharges at any time without prior notice.

1. **Construction**

All references to "Passenger" singular shall include the plural. All references to the masculine shall include the feminine and vice versa. Clause headings are inserted for convenience only and do not form part of the terms and conditions of this Ticket and shall not affect its construction.

In the event Passenger has purchased a cruise voyage or other combination of multiple cruises offered for sale as a single package, such voyage(s) shall always be considered as a single and indivisible package or voyage. All terms and references herein to a Cruise or Voyage shall include and be equally applicable to every cruise voyage unless otherwise stated.

2. **Agreement**

In consideration of the Fare, Jalesh Cruises Mauritius Ltd. and/or Jalesh ("Jalesh Cruises" or "The Company") agrees by issuing the Passenger Cruise Ticket ("the Ticket") and Passenger Cruise Ticket Contract ("the Contract") to transport the person named in the Ticket ("the Passenger" or the “Guest/Guests”) on the specific Voyage ("the Voyage") on named or substitute vessels subject to the terms and conditions herein. By accepting the Ticket and the Contract, the Passenger agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by this Contract. This Ticket and Contract cannot be amended without written and signed consent from Jalesh Cruises or its authorized representative. The Ticket and Contract cannot be assigned or transferred to any other person. Invalidity of any clause shall not affect the validity of any other clause of this Contract.

3. **Parties to the Ticket and the Contract**

The term "the Company" includes Jalesh Cruises Mauritius Ltd, Jalesh Cruises, their parents, subsidiaries, affiliates and assigns and their collective agents, servants, employees the carrying vessel ("the Cruise Ship"), its owner, charterer, operator,
manager, officers, staff, crew, concessionaires, independent contractors, and any
tenders or other means of transport provided by the Company to the Passenger.
"Passenger" includes the person or persons named in the Ticket, their heirs and assigns,
and the travel agent or other person authorized to receive the Ticket and Contract on
behalf of the Passenger. The "Master" is the Captain or person in charge of and
commanding of the Cruise Ship.

4. **The Fare**

“Cruise Fare” or the “Fare” means the amount paid for the cruise which includes full
board, ordinary ship’s food during the voyage, but not gratuities, spirits, wine, beer, soft
drinks or mineral waters, Speciality restaurants on board, shore excursions, salon and
spa services, entertainment concerts or events, or any other incidental charge or
expense. Cruise price or the Fare is listed in Indian Rupees (or its equivalent, if
applicable) per person per night, based on double occupancy, cruise-only and capacity
controlled.

Cruise Fare does not include Cruise Taxes, Fees, gratuities and Port Charges. "Cruise
Taxes, Fees, and Port Charges" may include any and all fees, charges, tolls and taxes
imposed on Jalesh, by governmental or quasi-governmental authorities, as well as third
party fees and charges arising from a vessel's presence in a harbour or port. Cruise
Taxes, Fees and Port Charges may include Indian Customs fees, head taxes, any Canal
tolls, dockage fees, wharfage fees, inspection fees, pilotage, immigration and
naturalization fees and environmental protection fees, as well as fees associated with
navigation, berthing, stevedoring, baggage handling/ storage, and security services.
Cruise Taxes, Fees, and Port Charges may be assessed per passenger, per berth, per ton
or per vessel or as directed by a Governmental or Port instrumentality. Assessments
calculated on a per ton or per vessel basis will be spread over the number of passengers
on the Vessel. Cruise Taxes, Fees and Port Charges are subject to change without prior
intimation to the Guest and Jalesh reserves the right to collect any increases in effect at
the time of sailing even if the fare has already been paid in full.

**Note:** Wharfage is a fee for cargo, good, and container handling at any Port. The fee
is based on the weight or measurement of the cargo and is variable by cargo type
and/or commodity. Wharfage fees are intended to help recover investments and costs
associated with the provision of port infrastructure and services to handle cargo. This
is applicable as per the port tariff.

Children above 6 months and upto 2 years of age on the date of sailing shall be treated
as “Infant” and Infant fare will be applicable.

All cruise fares include designated stateroom accommodation, ocean transportation, all
meals aboard ship (in the main dining rooms and buffet areas) and entertainment offered
by the Cruise Ship. The cruise prices does not include “extras” or “premium services”
such as certain entertainment shows, specialty events, Specialty Restaurants serving
certain alcoholic beverages drinks, Spa, hairdresser, beauty and well-being salon, Duty
Free/ Merchandise Shops, Photographs, Internet, 24 hour service, babysitting service,
laundry and ironing service, telephone calls or messages to land, medical service,
excursions and, in general, any other service that is on chargeable basis to the Guests.
5. **Nature of cruise, travel documentation, and guest’s obligations**

a) The Guest, without any demur, admits and acknowledges a full understanding of the character of the Vessel and assumes all risks incident to travel and transportation and handling of Guests and cargo. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Guest agrees to indemnify and reimburse Jalesh immediately in the event Jalesh elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging and/or any incidental expenses incurred in connection therewith. Guests who embark in violation of the Ticket or the Contract assume all associated risks and agree to indemnify and reimburse Jalesh immediately for all resulting losses, costs and expenses, including without limitation those related to the Vessel's deviation from its scheduled route, and other expenses attributable to disembarkation of such Guests.

b) Proper travel documentation and eligibility to travel is required to be arranged and procured by the Guest at the embarkation and throughout the cruise. For Indian nationals, Jalesh cruises shall only accept Passport, Driving Licensee, Voters Card, PAN Card and Aadhar Card as photo identification documents for entry into port and embarkation. Foreign nationals are required to check with Indian immigration office for precise documents apart from valid Passport. It is mandatory for each Guest to furnish original document for identification and verification for security purposes. Photocopies or photographs (including taken on mobiles or digital cameras or on any electronic device) of their respective photo-identification documents shall not be considered as valid proof of documents and Jalesh reserves its right to deny any Guest embarkation on this account. In addition to immigration and customs requirements, the Indian government and other agencies place restrictions on the carriage of Guests whose names appear on government watch lists or who are deemed legally ineligible to travel. It is the Guest’s sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents. Guests are advised to check with their travel agent and with the appropriate government authority to determine the necessary documents and travel eligibility requirements for their particular cruise. Jalesh at its sole discretion may cancel the booking of any Guest who is or becomes ineligible to travel for any reason whatsoever, or who is traveling without proper documentation. Any such Guest, or any Guest who fails to board the ship at embarkation, shall be ineligible to board the ship thereafter without Jalesh’s consent, and shall not attempt to do so at the same or another port. Under these circumstances the Guest shall not be entitled to a refund or compensation of any kind whatsoever. Guest is responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to India. Under no circumstances shall Jalesh be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such failure, cancellation or denial of boarding.

c) Guest acknowledges receipt of Jalesh’s applicable brochures and travel information in any form and agrees to abide by the terms and conditions of not just this Contract, but also the information contained in Jalesh’s brochures, website and other literature,
including but not limited to the information contained in the “Policies”, “Frequently Asked Questions” and “Embarkation Information” sections.

d) Guest acknowledges that, for a voyage commencing in an Indian port for a round-trip voyage via one or more Indian ports, Guest must complete the voyage and disembark at the embarkation port or at the Indian port as may be called by Jalesh. Failure to do so may result in a fine or penalty being imposed by the Indian Customs Service or other governmental agency. In consideration for the fare paid, Guest agrees to pay any such fine or penalty imposed because of Guest’s failure to complete the voyage.

e) Jalesh reserves its right to refuse boarding to any Guest under the age of Eighteen (18) years unless the Guest is traveling in the same stateroom/cabin with an individual of age Eighteen (18) years or older or with a parent or guardian in an accompanying stateroom/cabin. Adult Guests agree to be responsible at all times for the safety and behaviour of their minor during the entire cruise vacation. Guests who are travelling with minor agree to properly supervise and monitor, at all times, their minors traveling with them. Children under the age of 18 years must not be left unaccompanied on the ship whilst visiting a port of call. Infants aged between 6 months and 2 years must remain with their parent/legal guardian at all times. If a child or teenager displays dangerous or disruptive behaviour, the ‘Rights of the Captain’ will be applied to both parent/legal guardian and child/teenager. Children’s access to pools and spas may be restricted and adult supervision is required.

f) Proof of age is mandatory and shall be produced by Guest on request. Jalesh shall not be liable to make any refunds or for any damages with respect to any Guest’s failure to comply with this provision.

g) Guests must attend the mandatory safety briefing at the commencement of the cruise and any subsequent briefing ordered by the ship’s officer during the cruise. Guests shall strictly comply with all onboard health, environmental and safety policies and procedures, and shall familiarize themselves with the nature and character of the ship, as well as, all emergency exits, to assist with safe evacuation in the event of an emergency. It shall be deemed that all Guests are fully aware of all the policies, notices, cruise contracts etc. of Jalesh and no Guest shall manifest any ignorance or unacquaintance of such contracts and policies of Jalesh for any reason whatsoever.

h) Cruises to Ports outside the jurisdiction of India: Notwithstanding anything contained in the Contract to the contrary, the following terms and conditions shall additionally apply for any cruise that includes any port of call outside the jurisdiction of India:

i) All Guests must strictly comply with all applicable requirements of law and regulations whatsoever and all of Jalesh’s instructions with respect to visiting any port of call outside the jurisdiction of India, regardless of their nationality.

j) The risk and responsibility of entry and exit from such port of call outside the jurisdiction of India in terms of, including but not limited to, visa documents or other documents or any eligibility criteria shall be solely of the Guest and Jalesh shall not be
liable for any denial, rejection, losses, damages, expenses, costs suffered or incurred by the Guest.

6. **Travel Insurance**

The Company strongly recommends that passengers obtain travel insurance to help protect against certain losses. We may offer plans through third party insurance companies that provides coverage for Trip Cancellation, Baggage, Emergency Assistance and Transportation, Medical and Dental coverage and more. However, such third-party insurance companies are merely independent parties and passengers are liable to solicit them at their own risk and costs. Passengers should be aware that some forms of routine health insurance do not protect passengers when outside of their usual location of residence.

7. **Cancellations, Delays and Refunds by Jalesh Cruises**

   a) The Cruise Ship’s operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels or persons in distress, availability of berth facilities, and other factors beyond the Company’s control.

   b) The Company does not guarantee that the Cruise Ship will call at every advertised port or follow any particular route or time schedule. The Master and the Company shall have an absolute right to cancel, change or substitute the advertised schedule, ports, itinerary or route, or substitute other ships, without notice. If a scheduled port of embarkation is substituted, the Company shall determine and arrange transportation to the substituted port at no expense to the Passenger.

   c) Jalesh Cruises may be forced by ‘Force Majeure’ to cancellation, change or terminate the scheduled Cruise before or after departure time. Such a situation is beyond the control of Jalesh Cruises. If such a situation does occur Jalesh Cruises will not be liable to provide any refunds or pay any compensation or meet any costs or expenses Guest may incur as a result of such cancellation or change or termination.

   d) Jalesh may, without prior notice, at any time prior to departure cancel the cruise in circumstances which do not amount to Force Majeure Events, but not limited to, unavailability of the Vessel, whether through charter out or owing to over booking of cabins, or otherwise. In this case Carrier will inform Guest as soon as is reasonably practical and offer Guest an alternative Cruise and/or if appropriate, reasonable compensation. Guest may elect either to accept any such alternative or to cancel and receive a refund of all sums paid to Carrier.

8. **Cancellation by Guests and refunds**

Bookings will be held until One (2) Hours prior to scheduled departure time. No refunds will be made in the event of “no shows”, unused tickets, lost tickets, interruptions, partially used tickets, cancellations received late or after the start of the cruise. Jalesh strongly recommends the purchase of insurance with respect to trip cancellations. Cancellation charges for individual bookings will be assessed as listed below. For cancellation charges related to group bookings, partial ship charters or full ship charters
refer to your charter contract or group booking agreement for terms and conditions. The Cancellation Policy of Jalesh Cruise shall apply as follows; The below Cancellation Policy shall apply as follows:

<table>
<thead>
<tr>
<th>Cruise Length</th>
<th>Days prior to sailing</th>
<th>Charges Per person</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5 night sailings</td>
<td>60 days or more prior to sailing</td>
<td>No charges</td>
</tr>
<tr>
<td></td>
<td>59 – 30 days prior to sailing</td>
<td>25% of the Gross Ticket Price Per Cabin Plus taxes/ fees.</td>
</tr>
<tr>
<td></td>
<td>29 – 15 days prior to sailing</td>
<td>50% of the Gross Ticket Price Per Plus taxes/ fees.</td>
</tr>
<tr>
<td></td>
<td>14 – 8 days prior to sailing</td>
<td>75% of the Gross Ticket Price Per Cabin Plus taxes/ fees.</td>
</tr>
<tr>
<td></td>
<td>7 days or less prior to sailing</td>
<td>No refund.</td>
</tr>
<tr>
<td>6 night and longer sailings</td>
<td>75 days or more prior to sailing</td>
<td>No charges</td>
</tr>
<tr>
<td></td>
<td>74 – 57 days prior to sailing</td>
<td>25% of the Gross Ticket Price Per Cabin Plus taxes/ fees.</td>
</tr>
<tr>
<td></td>
<td>56 – 29 days prior to sailing</td>
<td>50% of the Gross Ticket Price Per Cabin Plus taxes/ fees.</td>
</tr>
<tr>
<td></td>
<td>28 – 15 days prior to sailing</td>
<td>75% of the Gross Ticket Price Per Cabin Plus taxes/ fees.</td>
</tr>
<tr>
<td></td>
<td>14 days or less prior to sailing</td>
<td>No Refund.</td>
</tr>
</tbody>
</table>

Notes:

a) Cancellation notification must be made in writing to Jalesh Cruises and shall be effective only upon actual receipt by Jalesh Cruises. Guest is required to confirm the Cancellation notification by telephone/ customer care in order to avoid disputes.

b) No refund will be issued if a guest voluntarily or involuntarily does not show up for their cruise (No Show), is denied boarding for any reason including failure to possess required travel documents, passport or visa or terminates his/her cruise in progress. Cruise contracts are non-transferable. More than one name change or a cruise date change is considered a reservation cancellation and is subject to the above cancellation charges. Cancellation charges are assessed on total fares, which include cruise fare, air add-ons, hotel packages, and any other additional services arranged through Jalesh Cruises.

c) Change of cruise departure dates, change of vessel and down sale of cruise (such as reduction of cruise time length) will be regarded as Cancellation of original booking and place of new bookings. Cancellation Policy will be applicable to cancellation of original bookings. Prevailing rates of cabins will apply to new bookings.

d) Depending on the reason for cancellation, Guests may be able to reclaim the above cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to Guest’s insurance company.
e) Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/or any concessions were agreed for Guest’s booking were based, such items will be recalculated and re-invoiced to the Guests at the applicable higher price.

f) The Cancellation Policy is subject to amendments and revisions from time to time without further notice to the Guest.

9. **Non-use or Partial use of the Ticket**

Guests are hereby informed that the embarkation process will be stopped 2 hours before the Scheduled Sailing time. It is the responsibility of the Guests to remain present well in time for embarkation. If the Passenger fails to board the Cruise Ship before departure, or joins the Cruise Ship at another port, or leaves the Voyage while in progress, the Passenger shall not be entitled to any refund of the Fare. The ship’s scheduled time of departure and deadline for all to be onboard is published in the ship’s daily program and posted at the gangway for each port (“All Onboard Time”). It is highly recommended for guest to be on board the ship at least 1 hour before the All Onboard Time to avoid any untoward incident. The Company shall have no liability whatsoever in the event Passenger fails to embark the vessel before the All Onboard Time and in all such cases Passengers are responsible for their own travel arrangements and costs of transportation home, to the port of embarkation, or to another port to re-join the Vessel (where allowed by law).

10. **Payments and Notices**

Reservations can be made and accepted through travel agency and/or directly through Jalesh Reservation System. In order to secure a confirmed reservation a full Fare needs to be received by Jalesh Cruises well in advance failing which Jalesh Cruises reserves its rights to cancel the reservation subject to the terms and conditions as mentioned herein.

If the Ticket has been purchased through any travel agent, tour company, group, organizer traveling companion, or booking representative (“the Agent”), the Passenger authorizes the Company to give any notices and to pay any refund owed to the Passenger to the Agent on his behalf. The failure of the Agent to pay the full Fare to the Company is considered a breach of Contract by the Passenger when the Ticket has been purchased through an Agent. Such Agent shall be deemed in all respects to be the Agent of the Passenger and not of the Company.

11. **Extra Charges**

a) The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Company on his behalf, before the end of the Voyage and/or disembarkation.

b) The Guest shall be liable to and shall reimburse Jalesh or the Master of the vessel for any fines or penalties imposed on Jalesh by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest’s failure to observe or comply with local requirements in respect of immigration, border
patrol, customs and excise, health, environment or any other government regulation whatsoever, and the Guest shall be liable for any and all losses and fines caused by their actions in regards to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways. For Guests who embark the vessel in violation of the Cruise Ticket Contract terms, any/all resulting damages, losses, costs, expenses, credits, refunds and related claims, including without limitation those related to a deviation of the vessel will be caused to disembark such Guests.

12. **Security**

The Passenger shall present himself for boarding at least two (2) hours before scheduled departure to complete any pre-boarding procedures and security inspections. For security reasons, the Passenger agrees that agents of the Company may search the Passenger, his cabin, his luggage, and any accompanying property. The Company shall have the right to confiscate any articles carried or contained in any luggage which the Company, in its sole discretion, considers dangerous or pose risk or inconvenience to the security of the Cruise Ship or persons on board. Passengers are prohibited from bringing on board any alcoholic beverages, articles, electrical appliances which pose a fire hazard, or articles such as a weapon, knives, sharp tools, dry cell batteries, blades, swords, firearms, contraband, ammunition, explosives, incendiary devices, or their toy replicas or other dangerous items are strictly prohibited aboard the vessel. The Company reserves the right to search any person, cabin, berth or other part of the Cruise Ship for security reasons at any time. In any wedding, corporate occasion or any other social event organised on board, the Guest agrees that decoration articles/materials carried/brought on board by the Guest shall be stored at a place as directed by crew member. Jalesh Cruises security screening policies respects Indian or any country’s religious or cultural beliefs and practices. At the time of embarkation, security photos are taken and therefore guests must remove hats and sunglasses and for those who may be wearing veils or burqas shall reveal their face identity in a closed curtain cabins in presence of only lady security officer of the ship. Anyone (including women guest in veil/burqa) unwilling to remove these items for the security photo or secondary security screening (when necessary), will be denied boarding with no refunds. The Guest will be solely responsible for any and all damage and/or loss caused by violation of this policy.

13. **Health and Fitness to travel**

The Passenger warrants that he is fit to travel by sea and that his conduct or condition will not impair the safety of the Cruise Ship or inconvenience the other Passengers. Any passenger with a condition that may affect his fitness to travel is strongly encouraged to check with their personal physician regarding their ability to travel and to obtain a written physician's certificate of Passenger's fitness for an international sea voyage. Such certificate may be demanded by Company or staff of Jalesh Cruises at any time during the voyage. If it appears to the Company, the Master or the Cruise Ship's Doctor in their sole discretion that a Passenger is for any reason unfit to travel, likely to endanger health or safety, or likely to be refused permission to land at any port, or likely to render the Company liable for Passenger maintenance, support or repatriation, then the Company or the Master shall have the right to take any of the following courses and the Company shall have no further liability to Passenger: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the
Passenger to another berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place and confine the Passenger in the Cruise Ship's Infirmary, to Passenger's cabin or any other cabin, or to transfer the Passenger to a health facility at any port, all at the Passenger's expense. Passenger acknowledges that travel by sea involves certain risks and hazards including motion of the vessel by sea conditions, and the delay and/or impossibility of immediate evacuation from the vessel in the event of a medical emergency depending on the vessel's location and prevailing sea and weather conditions. The Company shall have no liability and shall owe no full or partial refund in the event the Passenger is refused passage, disembarked, confined to the infirmary or their cabin, or transferred to another berth or cabin pursuant to this section.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 24 weeks or more at the time of embarkation or any time during the sailing. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage.

Guests are responsible in making their choice of food on board. Jalesh Cruises takes utmost care in maintaining hygiene standards. Guests having special dietary requirements must inform Jalesh Cruises of the same 14 working days in advanced from the sailing date.

14. **Smoking and tobacco Policy**

a) Jalesh Cruises respects the needs and desires of all Guests, and we have considered carefully the subject of those who smoke and those who do not. In compliance with international standards, smoking may be permitted in designated areas only.

b) In principle, smoking is not permitted in any onboard common areas, passage ways, swimming pools, entertainment areas, theatre, conference halls, any decks, onboard shops, food service areas (buffets and restaurants, the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served).

c) Smoking is strictly prohibited in all staterooms and stateroom balconies. Jalesh Cruises reserves the right to levy a fine up to US $ 1000 (or its equivalent) should passengers be found smoking outside the designated areas for smoking of the vessel and may also lead to forthwith disembarkation. Throwing cigarette butts over the side of the ship is also strictly prohibited and shall attract heavy fines.

d) Consumption of substances like Pan Masala/gutka/chewing tobacco by any Guest is not encouraged on board. Any instances of spitting in and around the Cruise Ship especially in the smoking zones and state rooms by Guest shall attract fine up to US $ 1000 (or its equivalent).
e) Guest are hereby informed that any use or consumption of e-cigarettes, narcotic drugs and psychotropic substances are banned under Indian Laws and therefore also prohibited on ship.

15. **Alcohol Policy**

a) A liquor and beverage consumption policy were created in order for Jalesh Cruises to be able to prohibit the liquor consumption by minors and the quantities consumed by Adults that lead to the disruptive behaviour of others on board for safe onboard environment. This policy pertains to all cruise durations.

b) Guests must be above 21 (twenty-one) Years of age or as per applicable law for consuming Liquor. The Guest is strictly prohibited from sharing or offering liquor to any other Guest below age of 21(twenty-one). Guest agrees that he shall drink responsibly on board complying with all Ship policies and Code of Conduct. Moreover, Jalesh shall not be liable for any health issues caused to any guest due to such Liquor consumption. Jalesh Crew member reserves the right to refuse to serve alcohol to any Guest in his own discretion.

c) Guests are strictly prohibited from bringing any alcoholic/ non-alcoholic beverages on board. Jalesh reserves the right to confiscate the alcohol in possession of the Guest and shall return the same on disembarkation of the Guest. Any storage done by Jalesh in this respect shall be at the risk and cost of the Guest.

16. **Outside/ Home Packed food/Drink**

a) Guest are prohibited from carrying any eatables, food products, home packed food etc (sealed or open) on board. Such food items carried by Guest shall be confiscated at the time of embarkation and return the same on disembarkation of the Guest. Any storage done by Jalesh in this respect shall be at the risk and cost of the Guest. Moreover, such products being usually perishable in nature may be discarded and disposed of immediately at the sole discretion of Jalesh.

b) Similarly, Guest are also not allowed to carry any non-alcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons on board on embarkation day. Such drinks will be confiscated and discarded, and no compensation will be provided.

17. **Young Guests**

a) Adult Passengers traveling with Minor Guest (under age 18 (eighteen) years) or below shall be fully responsible for that minor’s conduct and behaviour. Parents and guardians are responsible for monitoring the actions of their minor Guest at all times. Passengers shall refer and strictly adhere to Jalesh various Policies in order to consume alcoholic beverages/ smoking or participate in gambling/ casino or other age-restrictive entertainment facilities. Minor Passengers are subject to all the terms contained in this Passenger Contract and other various Jalesh Policies. In the event Guest intends to bring on board any child under the age of 12 months, the Company recommends seeking
medical advice from the child’s physician confirming such child’s fitness to travel on ocean voyage.

18. **Code of Conduct**

We welcome you aboard and wish you a wonderful vacation on our vessel. We want every guest to have a truly enjoyable cruise experience. All Guests are strongly advised:

a) be considerate of your fellow guests while on board. Guest’s behaviour behaviour affecting the comfort, enjoyment, health, safety or well-being of other guests or our crew members or other staff of Jalesh Cruises will not be tolerated. Jalesh Cruises reserve the right to refuse, restrain, confine or discontinue sailing to anyone who, in Jalesh Cruises’ judgment, is conducting themselves in a manner that adversely affects the cruise experience of others.

b) Guest (including minor guests who are supervised by their adult guardians) agrees not to engage themselves in any lewd, lascivious, indecent, obscene activities, outrageous behaviour and/or commit any offense including sexual assault/harassment on adult/minor Guest Crew member while on board. Guest specifically acknowledge that violation of this policy may result in on board confinement or debarkation from the Ship. This is in addition to facing prosecution under Civil/Criminal Law of the land which may include penal Charges under Indian Penal Code, Protection of Children from Sexual Offences (POCSO) Act, 2012 etc. Guest shall receive no refund and the Guest shall incur its own expense for repatriation and travel in such cases.

c) Guests are strongly advised not to interact with the crew members more than what is required to have an enjoyable Cruise vacation.

d) Guests violating the above policies shall be subjected to Captain’s discretion in respect of the right to confine, sedate or disembark such Guest. In such cases, Jalesh Cruises is not responsible for any expenses including your return home. In addition, Guest will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, guest accept that the safety, wellbeing of each Guest and Crew member is Jalesh Cruises utmost priority.

19. **Onboard activities risk disclosure and acknowledgment**

It shall be deemed that Guest shall have read and acknowledged all the terms and conditions in respect of the activities conducted on board the ship. Participation in the onboard activities is fully voluntary. Guest agrees and acknowledges there may be risks associated while participating in such activities.

Warning/acknowledgment of risk: onboard activities are voluntary and are not suitable for all Guests. You or your children may suffer minor or serious physical injury(s) or even death. The risks of injury include (but are not limited to): broken bones, fractures, concussions, dizziness, motion sickness, dislocations, contusions, torn ligaments and tendons, sprains and strains, cuts to the head, body and/or limbs, torn finger and toe nails, bumps and bruises, property loss or damage, abrasions and/or lacerations. Although rare, catastrophic injuries may occur, and could include permanent disability, spinal injury, paralysis, or death. Participants elect to voluntarily participate in the
activity(ies) with full knowledge and acceptance of any and all risks associated with the activity and identified below. Parents and legal guardians travelling with minor children who engage in the activity are deemed to have warned the children of these risks and assumed the risk on the child’s behalf.

20. **Medical services by independent contractors**

Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails. Passenger shall pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier and any costs associated with the provision of medical services. If Passenger is unable to pay and the Carrier pays for such expenses, then Passenger shall reimburse Company for those expenses. The Cruise Ship's doctor and medical personnel are independent contractors. The Cruise Ship’s doctor and medical personnel are not under the Company's or Master's control in their treating or diagnosis of Passengers, and the Company shall not be liable in any way for medical services or medicines provided or not provided. The Company shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore.

21. **Other independent contractors**

The Cruise Ship carries on board service providers who operate as independent contractors. Their services and products may not be included in the Cruise Fare, and the Company is not responsible for their performance or products. The limitations referred herein shall apply to all independent contractors and their employers, all of whom are considered beneficiaries under this contract.

22. **Travel packages and shore excursions**

Hotel accommodation and all transport (other than the Company's Cruise Ship) included in Package Tours or Shore Excursions, are operated by independent contractors even if sold by Agents or Organizers on board the Cruise Ship. The Company shall not be responsible in any way for the conduct, products or services provided by such independent contractors nor for any injury, loss or death related thereto.

23. **Passenger’s Luggage and Personal Property**

Guests are encouraged to limit their luggage quantity. Each Passenger is permitted to carry luggage to a maximum of one bag per person, if traveling on cruises of 3-5 days duration, and no more than two bags per person, for cruises of 6 days or longer. For further information on Luggage allowance please refer to the Jalesh Cruises - Onboard Policy.
a) Passenger's luggage and property must be stored entirely within the Passenger’s stateroom and shall include only personal belongings, and any commercial property shall be subject to an additional charge.

b) Company is not responsible for loss of or damage to electronic devices (including but not limited to cellular phones, computers, tablets, music players, or cameras), jewellery, cash, documents, negotiable instruments, fragile or perishable items, or items of unusual value, all of which guest must carry onboard rather than placing in checked baggage.

c) No live animals or birds are permitted on board, except specially trained assistance guide dogs required by Passengers with mobility difficulties and provided the guide dog has all required licenses and documentation including medical practitioner’s certificate and provided the Company has been notified of same at the time of booking and has confirmed acceptance of such guide dog. The Company shall not be responsible for such guide dogs and Passengers should check with all jurisdictions to be visited on the ship’s itinerary to ensure such animals are allowed ashore in such jurisdictions and are not subject to quarantine. The Passenger shall have full responsibility for such dogs. Guide Dogs shall not be left unattended onboard the vessel at any time.

d) Although Jalesh Cruises may have facility for few wheelchairs, however the Company cannot guarantee each Guest with the provision of wheelchairs or other mobility devices. Passengers who require such devices must make their own arrangements to have one delivered onboard prior to their embarkation. Passengers using wheelchairs or other mobility assistance devices are responsible to check that suitable accommodation is available at the time of booking and should verify with the Company the dimensions of the requested stateroom, including but not limited to door widths, and other vessel accessibility features. The Company supports the right of persons with disabilities to travel onboard its vessels. Guests with disabilities are encouraged to contact the Company to obtain detailed information regarding the facilities onboard. The Company recommends that guests requiring special assistance be accompanied by a traveling companion who can provide such assistance during the voyage.

e) All luggage must be securely packed and distinctly labelled. The Company shall not be liable for loss, damage or delay in delivery of any luggage. The Company shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of airlines, stevedores or other independent shore side contractors. All luggage must be claimed upon arrival of the Cruise Ship at final port or it will be stored at Passenger risk and expense.

f) The Passenger shall not be liable to pay or receive any General Average contribution in respect of baggage or personal effects or property. The Company shall not be liable for loss of or damage to suitcases or other luggage containers including but not limited to loss of or damage to protruding parts such as wheels, feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps.

g) Any electrical appliance other than a shaver or a mobile/ laptop charger found with the guest will be confiscated immediately and returned to the guest at the time of
disembarkation. A medically prescribed device may be permitted at the sole discretion of the crew only upon furnishing original medical prescription from an authorised medical practitioner. Any appliances or devices so confiscated shall be kept at Guests’ sole risk and cost and Jalesh or its crew member will not be responsible or liable for any damage or theft, whatsoever, caused while safe keeping.

h) Notwithstanding anything contained above, any lost and found properties/items of the guest shall be kept in the possession of Jalesh Cruises for 30 days from the date of disembarkation at the sole risk and responsibility of the guest. Jalesh Cruises shall not be liable for any loss occurring due to storage of such lost and found property items. On expiry of 30 days from the date of disembarkation Jalesh Cruises shall at its sole discretion dispose off all unclaimed lost and found items/properties in the manner it deems fit. Guest can lodge their claims for any of their personal effects left behind on Cruise either by calling/intimating our customer care. All such claims will be forwarded to our operations team who will attempt to recover left behind items on best endeavour basis. Any items recovered successfully will be returned to the guest upon the guest furnishing appropriate identification documents supporting their claims. Guest shall at their own risk and cost collect their recovered personal effects at the time and place intimated by Jalesh Cruises. Any request from the guest for shipping/courier of such recovered items shall be at the sole expense, risk and liability of the guest.

24. Environmental Protection

All guests must adhere to Jalesh environmental policy as follows: Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Guest will be strictly liable for any illegal dumping or pollution. Any willful or negligent act of discharging or releasing any unauthorized item overboard, without the express permission of the ship’s staff may result in a $1000 charge, per violation. Additionally, Guest will be charged the reimbursement cost of any unauthorized discharged property belonging to Jalesh. Guest shall also be responsible for any fines or penalties imposed on Jalesh Cruises by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest’s violation of this policy. Violation of this policy may result in the disembarkation of all guests in the stateroom. Guests who are disembarked for violating our environmental policy will be responsible for all financial charges and expenses to return home, and no refund of their unused cruise fare will be provided. Additionally, they may be prohibited from sailing with Jalesh Cruise Line in the future.

25. Applicable laws

This Ticket and the Contract shall be exclusively governed and construed under Indian laws.

26. Jurisdiction

Any and all differences and disputes whatsoever, arising out of this Ticket and the Contract, whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights shall be referred to and resolved exclusively within the Jurisdiction of Mumbai Courts. Guest hereby consents to exclusive jurisdiction of
competent Mumbai Courts and waives any other jurisdiction or other objection that may be available to any such arbitration proceeding in Mumbai.

27. **Severability:**
Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

28. **Force Majeure**

The Company shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances including, but not limited to: war, terrorism, fire, natural disasters, Acts of God, labour strikes, bankruptcy, inability to procure fuel, Acts of State, failure of subcontractors to perform, or any other events beyond the Company's reasonable control. The Company shall not be liable to Passenger and Passenger shall not be entitled to any refund if Passenger is unable to reach the scheduled port of embarkation due to airline strikes, cancelled flights, volcanic eruptions or other natural conditions of the earth or weather which make it difficult or impossible for Passenger to travel to the vessel's port of embarkation.

29. **No liability for mental trauma or emotional distress**

The Company shall not be liable to the Passenger for any emotional distress, mental anguish or harassment or psychological injury of any kind caused before, during sailing and after the disembarkation.

30. **Limitation of Jalesh Cruises liability**

(a) In consideration for the Fare paid, it is agreed that Jalesh shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Jalesh nor for any intentional or negligent acts of Jalesh employees committed while off duty or outside the course and scope of their employment.

(b) In consideration for the Fare paid, it is agreed that Jalesh shall have no liability as a consequence of Guest's use of ship's athletic or recreational equipment including swimming pools or as a consequence of Guest's decision to participate in any athletic or recreational activity or event.

(c) Jalesh shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under applicable regulations and/or international conventions on the liability of carriers to passengers in the event of accidents.

(d) In addition to all the restrictions and exemptions from liability provided in this Contract, Jalesh shall also have the benefit of all Indian laws and the Flag State laws providing for limitation and exoneration from liability and the procedures provide thereby. Nothing in this Contract is intended to nor shall it operate to limit or deprive Jalesh or any such statutory limitation of or exoneration from liability under any applicable laws.
31. **Additions to Fares and surcharges**

The Fare was determined far in advance of Initial Departure on the basis of then-existing projections of costs, including but not limited to fuel costs. The Company reserves the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges at any time prior to departure. In the event of an increase in costs above amounts projected, the Company further reserves the right to increase the fare or impose surcharges at any time up to Initial Departure and to acquire payment of the additional fare or surcharges prior to Initial Departure. The Company has the right to refuse to transport you unless the additional fare or surcharges are paid.

32. **Use of Website**

The Company reserves the right to make any changes or corrections, alter, suspend or discontinue any aspect of the Company website at any time. The Company does not make any expressed or implied warranties, representations or endorsements whatsoever with regard to the Company website or any information, services or product provided through the Company website. The Company does not accept any liability for loss or damage of any nature whatsoever and howsoever arising out of or in connection with the viewing, use of the Company website or its contents whether due to inaccuracy, error, omission or any other cause and whether on the part of the Company or its servants, agents or any person or entity.

33. **Jalesh use of guest’s likeness**

Each Guest grants Jalesh and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Guest in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Jalesh sole property, free from any claims by Guest or any person deriving any rights or interest from Guest. Each Guest understands and agrees that professional onboard photographers may photograph Guest, and that those photos may be processed, displayed and sold to Guests.

34. **Validity of Brochure or other promotional literature**

Jalesh Cruises publishes various promotional literature including brochures for marketing, general information, advertising purposes. Such promotional literature is only for indicative purposes and Guests are required to contact Jalesh Cruises for valid and binding terms and conditions or policies with respect to the Cruise. Jalesh Cruises shall not be liable for any mistakes and/or any incorrect/inaccurate information which results from the use of or reliance upon such promotional literature or brochure.

35. **Guest’s use of photos, videos or recordings prohibited**

Guest hereby expressly agrees that he/she will not utilize any tape recording, video, or photograph(s) of himself/herself, any other Guest, crew, or third party on board the vessel, or depicting the vessel, its design, equipment, or any part thereof whatsoever, for any commercial purpose or in any media broadcast, or for any other non-private use, without the express written consent of Jalesh. For the privacy of our guests and crew,
Guest expressly agrees not to record or video interactions with other guests or crew without their express permission, and Guest further agrees that any use of video, photographic or recording equipment, including cell phones, in the medical centre is expressly prohibited. Guest acknowledges that by boarding the vessel, at any time, Guest irrevocably agrees to this provision, which is a condition precedent to being permitted on board the vessel and can be enforced by any legal means, including, but not limited to, injunctive relief.

36. **Personal data; video surveillance; right to search or inspect; privacy notice and public wireless services**

a) Jalesh may utilize closed circuit television or other surveillance means onboard the vessel.

b) Calls made to Jalesh, and calls received from Jalesh, may be recorded for the purposes of audit, training and the monitoring of services provided by Jalesh.

c) Guest agrees Jalesh has, at all times with or without notice, the right to enter and search Guest's stateroom/ cabin, personal safe or storage spaces, or to search or screen any Guest, and/or personal effects, at any location, to ensure compliance with any of the restrictions set forth in this contract or with any rules and regulations implemented by Governmental agency. Any Guest who refuses any such search or screening may be denied boarding or disembarked and no refund of the cruise fare will be issued.

d) The personal data Guest provides to Jalesh, or which is obtained through Guest's dealings with Jalesh or with its affiliates, will be processed in accordance with Jalesh privacy notice, which describes how personal data may be processed, and which is available on the Jalesh website. Jalesh may from time to time change its privacy notice; you can find the up-to-date privacy notice on the Privacy Notice page or by writing to the address given below. Guests may provide personal data to Jalesh that may include names, postal or email addresses, date of birth, passport information, financial account, telephone numbers, likenesses, photographs or other information which would identify Guests personally. Guests may also provide Jalesh or others certain sensitive data such as health, medical, dietary, religious, gender or sexual orientation information. Guest agrees that Jalesh may (1) keep their personal and sensitive data, (2) use it in its business worldwide in accordance with its published privacy notice, (3) share it with its affiliated or related companies and (4) subject it to processing worldwide provided Jalesh safeguards are used.

e) Guest agrees that Jalesh may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorization, (2) to help complete a transaction for the Guest, (3) to comply with law, applicable regulations, governmental and quasi-governmental requests, orders or legal process, (4) to enforce this or other agreements or protect the rights, safety or property of Jalesh or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to Jalesh Cruises agents or service providers to perform functions on its behalf, or (7) as otherwise described in Jalesh published privacy notice, as amended from time to time.
f) Jalesh may, but will not be required to, make wireless access to the Internet or access to wireless telephone services ("Wireless Services") available to Guests on board either directly or through a third party service provider. All Guests agree that use of Wireless Services is at their own risk and that Jalesh shall not be liable to Guests in any manner for claims, losses or damages resulting therefrom. Guests' use of Wireless Services onboard is public; privacy of any information sent or received is not guaranteed. Personal data may be available to third-party service providers and Jalesh is not liable under any circumstances for any lack of privacy while using Wireless Services. Guest agrees that Jalesh has the right, but not the obligation to monitor, record, intercept and disclose any transmissions over or using Wireless Services aboard the vessel, and to provide billing, account, or use records, and related information relating to all Wireless Services as it deems appropriate in its sole discretion (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect Jalesh Cruises rights, passengers or property). All Guests agree that their use of Wireless Services is governed by Jalesh Cruises Terms and Conditions of Wireless Services [contained in your Folio or available on connection to the internet in addition to] and any terms and conditions imposed by a third-party Wireless Services provider.

g) Jalesh may use facial recognition technology on all photos taken by Jalesh during Guest's voyage as well as those photos Guest uploads to Jalesh Cruises mobile app. When Guest downloads Jalesh Cruises mobile app, Guest will be asked for consent to have himself/herself identified using facial recognition technology, so that Guest can locate pictures that onboard photographers and other Guests have taken during Guest's voyage. If Guest consents, Jalesh will match these other photos to Guest's name and Guest ID. If Guest does not consent to be identified via facial recognition technology, others' photos will not be connected to Guest's name or Guest ID. Jalesh will delete all un-identified photos within thirty (30) days after the end of each voyage or earlier upon request. Any photos that have been identified and linked to Guest's Guest ID will be retained for thirty (30) days after the end of the voyage or deleted earlier upon request. Jalesh does not share facial recognition records with any third parties outside of the Jalesh and its principals or owners.

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