



OSPREY WATERWAYS (INDIA) LLP

TERMS & CONDITIONS

IMPORTANT NOTICE:

The cruise schedule includes the latest information regarding your program, but last-minute adjustments may occur. The schedule may shift due to the weather or to take advantage of unexpected opportunities. The exact time for each activity will be announced or posted by the onboard tour staff.

CANCELLATION POLICY:

Minimum Passengers requirements:

We will run our vessel with minimum 50% passengers capacity, if we cancel due to above reason of non-fulfilment of minimum passenger capacity than 100% full refund will be made within 10 working days or passengers has option to reschedule the booking in next available dates.

Passenger Responsibilities:

- Comply with directives issued by Public Health Authorities to prevent the spread of COVID-19.

Refund Policy:

- 50% refundable if passenger cancels ticket or package 72 hours before scheduled departure.
- No refund for cancellations within 72 hours of travel departure.
- Refund requests must be submitted via email before 72 hours from scheduled departure.
- Refunds will be made through NEFT and sent to the passenger's Bank Details mentioned in the email.
- Cancellation requests must come from the registered email ID used during booking.
- Any Refund payment will be processed within 15 days from cancellation date.
- 100% refund if voyage is canceled by us due to mechanical failure or operational reasons. But if alternative mode of transport is availed then we will deduct the transportation cost & food price then will refund the remaining amount.
- 70% refund if journey is canceled due to Force Majeure, natural causes, COVID lockdown, or restriction.

Travel Guidelines:

- Smoking and Alcohol strictly prohibited.
- No explosives or sharp objects allowed.
- No pets allowed.
- No naked lights.
- Boarding gates close 15 minutes before departure.
- Only one baggage (max 10 kg) allowed (see attached dimensions).
- Passengers cannot access upper deck/navigation deck.
- Maintain discipline during embarking, sailing, and disembarking.
- Lodge complaints against co-passengers with ship staff first.
- Use headphones for audio; no speakers or mobile phone speakers.
- Carry luggage at your own risk.
- No ticket refunds except if ferry is canceled by the Operator.
- OSPREY WATERWAYS (INDIA) not responsible for third-party services (hotels, car rental, food, entertainment)

INDEMNITY

The User unilaterally agree to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use www.ospreyindia.com or their breach of the terms.

LIABILITY

User agrees that neither Company nor its group companies, directors, officers or employees shall be liable for any direct and/or indirect and/or incidental and/or special and/or consequential and/or exemplary damages, resulting from the use and/or the inability to use the service and/or for cost of procurement of substitute goods and/or services or resulting from any goods and/or data and/or information and/or services purchased and/or obtained and/or messages received and/or transactions entered into through and/or from the service and/or

resulting from unauthorized access to and/or alteration of user's transmissions and/or data and/or arising from any other matter relating to the service, including but not limited to, damages for loss of profits and/or use and/or data or other intangible, even if Company has been advised of the possibility of such damages.

User further agrees that Company shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct and/or indirect and/or incidental and/or special consequential and/or exemplary damages, whether such interruption and/or suspension and/or termination was justified or not, negligent or intentional, inadvertent or advertent.

User agrees that Company shall not be responsible or liable to user, or anyone, for the statements or conduct of any third party of the service. In sum, in no event shall Company's total liability to the User for all damages and/or losses and/or causes of action exceed the amount paid by the User to Company, if any, that is related to the cause of action.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

In no event shall Company or any parties, organizations or entities associated with the corporate brand name us or otherwise, mentioned at this Website be liable for any damages whatsoever (including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption) resulting from the use or inability to use the Website and the Website material, whether based on warranty, contract, tort, or any other legal theory, and whether or not, such organization or entities were advised of the possibility of such damages

Thank You