

Heritage River Journeys Pvt. Ltd.

TERMS OF SERVICE

CRUISE RATES

1. Rates are per person in US\$ (US Dollars) based on two persons sharing a cabin. Single Usage rates are given separately.
2. Rates are based on present costs including Fuel and Government Taxes.
3. The rates are guaranteed within the validity of the same but the company reserves the right to apply a surcharge (up to 30 days before the departure) in the sole case of an increase in Governmental Tax/Fees and/or Fuel Costs. Such surcharge is applicable to any bookings where the full balance has not been paid yet.

CHILDREN POLICY / TRIPLE SHARE

- Any person under age 18 must be accompanied by an adult over age 21 who is the child's parent or legal guardian.
- Child Up to 2 years: Complimentary in the parent/guardian's cabin.
- Child 3 to 17 Years: if the child shares the bed with one of the parent/guardian 50% of the twin-sharing rate. If the child stays alone in Single Room 75% of the Single Use Rate (subject to availability)
- Triple Share (3rd Adult sharing same cabin) is only available in the Deluxe Suites of MV Bengal Ganga. Please refer to the respective tariff.

ON BOARD GUIDE POLICY

We normally provide an English Speaking Guide. An additional non-English speaking guide is provided if more than 10 persons are booked by parties speaking the same language. Foreign language guide is subject to availability and has to be booked in advance.

SMALL GROUP POLICY

A small group means a booking of up to 5 cabins/suites with minimum 10 paying persons. For such small groups we guarantee the below:

- One Foreign Tour Leader Complimentary in a Single Occupancy Signature/Main Deck Suite/Cabin.
- English speaking Guide from arrival/embarkation till departure/disembarkation. Foreign language guide subject to availability.

Registered Corporate Address
CIN - U63000DL2000PTC103344

Office No. 7, 2nd Floor, L.S.C, Vasant Arcade, Vasant Kunj, New Delhi 110 070
Telephone +91.11.2612.4069 or 4070 | Office Email: sales@exoticheritagegroup.com

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BOOKING PROCEDURES

BOOKING: We require your booking request confirmation by email.

CONFIRMATION/INVOICE: After receiving your booking, we will send you a Reservation Confirmation along with a Preliminary Invoice with our bank details.

RECONFIRMATION: We kindly request you to send us a reconfirmation/acceptance email within 7 working days of the invoice issuing date mentioning the passenger names and suite/cabin sharing.

DEPOSIT: To secure the reservation, deposit is required as per the below timeline:

- If booked between 120 to 91 days prior to cruise departure: Non-Refundable deposit of 10% of the total cruise fare to be deposited within 15 days.
- If booked between 90 to 61 days prior to cruise departure: Non-Refundable deposit of 20% of the total cruise fare to be deposited within 7 days.
- Balance 90% or 80% is to be deposited 60 days prior to cruise departure along with the Passenger Information as requested in the Reservation Confirmation.

Payments may be made by bank/wire transfer or online by VISA® / MasterCard®. In case of online, we will share the payment link.

CANCELLATION TERMS

Should you find it necessary to cancel your reservation or any component thereof, you are required to submit your cancellation by email.

Cancellation charges will be applied as per the below timeline:

- If cancelled more than 91 days prior to cruise departure date: the 10% deposit will be forfeited.
- If cancelled between 90 to 61 days prior to cruise departure date: the 20% deposit will be forfeited.
- If cancelled between 60 to 0 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 is deemed as cancellation.
- All reservations are subject to cancellation if payments are not received by the due date.

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Bank Details:

Bank Name:	Canara Bank
Branch:	E-221, Community Centre, East of Kailash, New Delhi-110065, India
Current A/C No:	0268201600032
Beneficiary:	Heritage River Journeys Pvt. Ltd.
SWIFT Code:	CNRBINBDFS (for foreign remittance)
IFS Code:	CNRB0000268 (for domestic remittance)

Payment Order to be sent to Canara Bank, Foreign Department South, New Delhi for credit of: Heritage River Journeys Pvt. Ltd.

MINIMUM OCCUPANCY

For all departures should the occupancy be less than the requisite passengers for that vessel, the Company reserves the right to cancel the cruise up to 90 days prior the departure date. A confirmation notice in writing will be released by the company to all booked clients and/or their agents within the deadline. In case of cancellation an alternative cruise will be offered and if not acceptable all down payments will be refunded.

OPERATING VESSEL & CRUISE SERVICES

Itinerary arrival and departure times are always subject to change without notice. Company 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, CONDITIONS & GENERAL INFORMATION – CRUISE SERVICES

These Terms and Conditions and general information 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 document does not form part of any offer or contract. The transportation of guests and baggage on Heritage River Journey's 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

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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 document 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. Routing is dependent on water levels, air draft, local conditions, government updates, and decision made by the Master of the vessel during the cruise keeping in mind logistics, safety and security of the passengers and the ship.

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.

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 terms and conditions listed in this document are currently effective and supersede any terms and conditions previously published.

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, to and from jetty transfers, 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 the cruise tariff (unless specified) are: GST, waterways/jetty passenger fee, airfare, hotel accommodation, optional shore excursions, meals ashore, liquor, 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

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care, massages, and spa treatments. Champagne, premium wine and spirit selections may not be available onboard.

All fares indicated in the tariffs 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 PROFESSIONALS - AGENTS / ADVISORS OF GUESTS

Travel agents are considered to be the agent of Guests and not of Heritage River Journeys Pvt. Ltd., Heritage River Journeys Pvt. Ltd., is not liable for any representation, act or omission of Guest's travel agent. Guest's cruise fare is not considered paid until Heritage River Journeys Pvt. Ltd., receives full payment, and the amount thereof is subject to change at any time prior to Heritage River Journeys Pvt. Ltd.'s receipt of payment. Guests shall at all times remain liable to Heritage River Journeys Pvt. Ltd., for the price of passage. Heritage River Journeys Pvt. Ltd., reserves the right to refuse embarkation if all charges and surcharges have not been paid in advance of the 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 60 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 will be processed within 8-10 working days. The refunded amount will be credited to the customer's bank account or converted to a future cruise credit, as per the agreed terms.

PASSENGER MANIFEST & CONTACT INFORMATION

For all passengers travelling on the cruise, we require a Passenger Manifest 60 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 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 the 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.

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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, MOBILITY 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. All guests need to be physically mobile as excursions at some places are done by tenders/country boats and there are steps as well as uneven areas.
2. Any physical or mental condition that may require medical or professional treatment or attention during the voyage.
3. Any condition that may render the guest unfit for travel, or that may require special care or assistance.
4. Any condition that may pose a risk or danger to the guest or anyone else on board the ship.
5. Any condition that may require oxygen for medical reasons.
6. 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. 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.

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.

BAGGAGE

Guests 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.

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Baggage must be securely packed and clearly labelled with passenger's full name and cabin number. 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.

VALUABLES

Hand or unlocked luggage, travel documents (passport, visa, air/cruise tickets), breakables, jewellery, money, and any other valuables and personal items which include but are not limited to dental hardware, eyewear, hearing aids, medications and medical equipment, electronics, cameras, and cellular phones must be hand-carried by the guests on and off the vessel, and must not be included with check-in baggage. Heritage River Journeys Pvt. Ltd., shall not be responsible for loss of or damage to any such item under any circumstances.

NO PETS OR DANGEROUS OR ILLEGAL ITEMS OR ITEMS OR ACTIONS THAT MIGHT CAUSE DAMAGE TO THE VESSEL

Guests shall not bring any animal, dangerous article such as a firearm, explosive, flammable or combustible material, non-medical oxygen, alcohol, illegal drug, other controlled or illegal substance, or any other items prohibited by applicable law to, or aboard, the Vessel. If guest has any such item at time of embarkation, then before entry on the Vessel, guest shall surrender it to the Captain, and consents to the Captain disposing or destroying or giving it to authorities.

Additionally, Passenger must not cause damage to the vessel or its contents, whether intentionally or unintentionally. Guest agrees to accept responsibility, reimburse and/or indemnify Heritage River Journeys Pvt. Ltd., for any loss, damage or expense whatsoever related to the presence of any animal or any dangerous or illegal items brought on the cruise or related to any action that may cause damage to the Vessel or its contents.

LOST / UNCLAIMED PROPERTY

Any lost (and subsequently found), unclaimed, or abandoned personal item that comes into the custody of Heritage River Journeys Pvt. Ltd. may be disposed of after 60 days under any circumstances. If the guest's identification is available then Heritage River Journeys Pvt. Ltd., will make a reasonable effort to contact the guest and attempt to return the item (s) within 60 days. The guest will be responsible for any and all fees for storage, shipping and handling to return the item(s).

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TRAVEL DOCUMENTS

All travel documents (air and cruise tickets, passport, medical and travel insurance) 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 endeavour 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

The ship is a non-smoking environment in all public areas and suites, including balconies. Smoking onboard the vessel is only allowed in a designated section, which will be informed by the ship manager during the briefing onboard. Please check with the Ship Managers for the same. We ask everyone to refrain from smoking while on excursions.

CLOTHING & FOOTWEAR

Comfortable, sporty, casual clothing is appropriate during your cruise. We suggest layering natural and/or moisture-wicking fabrics in light colours, such as a mix of lightweight shirts, everyday khakis, slacks, skirts/ dresses, and walking shorts, along with sweaters for early mornings, late evenings, and air-conditioned spaces. We also recommend bringing a lightweight rain jacket or umbrella. Shorts, capris or lightweight pants, good walking shoes, and sun hats during the day are highly recommended. For evenings, we recommend casual and cool attire: however, we kindly request that guests not wear shorts at dinner, and we require shirts and footwear to be worn at all times in the dining room. Sport coats and cocktail dresses are not needed at any time during this program. Please note that many places on this itinerary require that knees and shoulders are covered, and that shoes be removed, although Hindu temples do allow socks to be worn during visits. Reminders of these instances will be noted in your evening briefings and in the Daily Programs.

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You will engage in a significant amount of walking over uneven terrain during your time ashore. We recommend comfortable walking shoes, with good ankle support, that are easy to remove when required at certain sites. Guests should wear comfortable but safe walking shoes when going on tour. Guests will be asked to remove their shoes in specific venues during excursions, which will be noted in the Daily Programs, and you may prefer to wear shoes that are easily removed during these excursions. The paths used on our excursions can be quite dusty, or muddy and slippery.

ONBOARD MEALS

Special meal requests like vegan, gluten/lactose free etc. can be arranged with advance information. In Varanasi, due to the location on the holy Ganges river, non-vegetarian food is not served onboard.

ONBOARD LIQUOR POLICY

Though our ships have a full-service Bar with the requisite licenses to serve Indian and international liquor, in some regions liquor consumption is prohibited or restricted. For instance, the State of Bihar is "Dry State" and in Varanasi it is prohibited on the Ganges River. Bangladesh being an Islamic country also has restrictions.

GRATUITIES

Gratuities are not included in the cruise programs. 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 can be provided upon request.

INTERNET CONNECTIVITY

Along the rivers in India internet connectivity is variable depending upon mobile phone towers. In certain parts of the rivers there is no phone connectivity. The Wi-Fi in the designated area of the ship (lounge, sundeck, dining hall) has limited bandwidth mainly for communications and sending/receiving emails. It cannot support sending videos, photos, and other heavy documents and if done so it stops functioning.

There is no television connectivity onboard, only in-house movies or documentaries can be seen, as per the list available on the ship.

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,

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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., Luxembourg. 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.

To reduce or manage your risks of financial loss and other loss arising from injury, death, loss of or injury to property, cancellation or delay of travel and other risks, Heritage River

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Journeys Pvt. Ltd., recommends that you obtain your own vacation protection insurance, travel insurance, accident, life and other forms of insurance.

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 wilful 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 anyone else claiming on behalf of or for either of them for consequential, incidental, exemplary or punitive damages.

APPLICABLE LAW

These Terms and Conditions for cruise services will be deemed to have been issued at New Delhi, India and shall be governed by the laws of India.

Any dispute arising from or relating to the cruise arrangements, shall be resolved by arbitration according to the Rules of Arbitration of the International Chamber of Commerce with the proceedings occurring in Singapore. Arbitration proceedings shall be conducted in English. The arbitrator's decision shall be final and binding and may be entered in any court or other tribunal or agency having jurisdiction. The United Nations Convention on the Enforcement and Recognition of Foreign Arbitral Awards shall apply.

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.

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