**Terms and Conditions**

Set forth below are the terms and conditions by ***DELTA*** ***CORP LIMITED*** (the “Company) of the passenger ticket contract (the “Passage Ticket”) governing the carriage of passengers, baggage and articles thereof undertaken by the Company on the M.V.DELTIN ROYALE (“Vessel”) Acceptance or use of the Passage Ticket shall constitute the agreement of the Passenger to these terms and conditions. The term “Passenger” shall include but not limited to any person purchasing the passage on the date and Vessel indicated on the relevant document, accepting or using this Passage Ticket, on behalf of themselves or others in their care.

The terms and conditions are as follows:

1. The Liability of the Company in the event of death or bodily injury suffered by a Passenger shall be governed solely by the Insurance Policies as taken by the Company and shall never exceed the Limitation of Liability to which the Company is entitles under the applicable Law. No undertaking, guarantee or warranty is given or shall be implied as to seaworthiness, fitness, or condition of the Vessel or any food, drink, medicine, or provisions supplied on board the Vessel. In no event shall the Company be Liable for any incident arising outside the passenger areas of the Vessel of the Vessel itself, including, but not Limited to those occurring ashore on tenders not owned by the Vessel, on or resulting from equipment not a part of the Vessel, or upon docks or piers.
2. The Passenger hereby release the Company from any loss of life, injury or damages which is proximately caused by pregnancy, a pre-existing sickness, disease, infirmity disability or illness, whether mental, physical or otherwise of the Passenger.
3. The Company shall be entitles (without assigning any reason to the Passenger) to cancel of delay the commencement or continuance of the assigned cruise or to alter the stopping place or Deviate from the route of the journey, without thereby incurring any liability in the form of damages or otherwise or otherwise towards the Passenger.
4. The Company shall also be entitled at any time, to cancel or to cease performance of the cruise by reason of an event of force majeure, which shall include (without limitation) war or threat of war, terrorist activity or the threat of the same, riots, civil commotion, disaster, act of God, natural and nuclear disaster, fire, closure of ports, strikes or other industrial action, medical emergency at sea, lawful deviation at sea in response to a distress call or other emergency, and any other event outside its reasonable control.
5. The Company shall be entitled at any time, without giving any reasons, to refuse passage to any Passenger, whom it considers unfit to travel or a nuisance or likely to cause mischief by reasons of over consumption of alcohol or drugs or likely to inconvenience, endanger or impair the health, safety or reasonable comfort of any person on board or likely to endanger or impair safety of the Vessel.
6. If at any stage it is found that the Vessel with the booked load of Passengers etc. is overloaded, the Company will have the right to decide which passengers or articles shall be offloaded and such decision of the Company shall be binding and final.
7. The ticket for the Cruise issued by the company shall be subject to the existing rules of cancellation made by the Company.
8. The Management reserves the right to disembark any passenger as its sole discretion for valid reasons
9. The Passenger represents and warrants that he is fit to proceed, not in any way a nuisance and that his Property and conduct will not in any way cause any mischief or inconvenience, endanger or impair the health safety or reasonable comfort of any persons whether on board or not, or endanger or impair the safety of the vessel.
10. The Passenger shall be liable to and shall reimburse the Company for all damages to the Vessel caused directly in whole or in part, by any act or omission of the Passenger, whether willful or negligent. The Passenger shall further indemnify the Company against all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any willful or negligent act or omission on the part of the Passenger.
11. The Passenger is subject to mandatory security check and agrees and hereby consents to a reasonable search and security check being made of the Passenger’s person and Property whether physically, by way of screening, scanning or otherwise and to the sequestration of any Property, which may, in the opinion of the Company and/or any officer on board the Vessel, Likely in any way to inconvenience, endanger or impair the health, safety or reasonable comfort of any person or persons whether on board or not, or endanger or impair the safety of the Vessel.
12. Passengers are expected at all times to conduct themselves in a proper manner and with due regard to the health, safety, comfort, enjoyment and general well-being of all persons both on board the Vessel and involved in the provision of any service or facility forming part of the Cruise.
13. The Passenger must not carry as baggage, or bring on board the Vessel, compressed gases, corrosives, explosives, munitions, fireworks, inflammable article or substance of any kind, weapons, scissors, sharp instruments, radioactive materials, oxidizing materials, poisonous substances, magnetized materials and any other dangerous articles as may be deemed by the Company (“Prohibited Articles”). The Passenger shall be liable for all penalties imposed by statute and for all damages and losses sustained whether by the company, the Vessel, or any person or Property or otherwise by reason or in consequence of any Prohibited Articles being brought or carried on board the Vessel.
14. The Passengers are instructed not to accept any packets/packages from Passengers/persons and are further instructed not to abandon baggage/articles in the premises of the Vessel. Unattended baggage/articles may be removed by the personnel as object of suspicion.
15. Passengers are instructed to carry valuable articles like Currency/money, precious metal, jeweler, negotiable instruments, securities personal identification documents and items of value in person or keep the same locked in the safe deposit box designated by the Company from time to time.
16. Reporting Time:

The Passengers must check-in at the jetty of embarking 30 minutes before the scheduled time of departure. The departure time is displayed on the passenger ticket(s). Upon arrival at the jetty, the Passenger(s) must report to the counter to permit the completion of the formalities. Passengers shall report sufficiently in advance in order to avoid missing their cruise and any inconvenience thus caused. In case, the Passenger(s) do not board the cruise at the allotted time, the ticket shall stand forfeited. In case of dispute, the decision of the Company shall be final and binding.

1. Any claim for the loss of life or inquiry or loss of or damage to property of the Passenger shall be notified to the Company in writing (“Notice of Claim”) within thirty (30) days from the date when the loss of life or injury occurred or as soon as the loss or damage to the property of the Passenger is discovered. The Notice Claim shall be served on the Company at Delta Centre, H. NO. 850, Off NH17, Porvorim, Goa.
2. All disputes arising out of this Passage Ticket shall be subject to jurisdiction of courts in the State of Goa only.
3. This Passage Ticket shall be governed by and construct in accordance with the laws of India.