

# Conditions Générales



**Procruise Ltd (BRN : C12111290)**  
**Black River – Mauritius**

Procruise Ltd, operating under the trade name Whale Dream, is the sole legal and contractual entity responsible for the excursions described below.

## **1. Booking & Payment**

A 50% deposit of the total amount is required to confirm any booking.

The remaining balance must be paid before departure.

Any payment constitutes full and unconditional acceptance of these General Terms and Conditions.

## **2. Cancellation by Procruise Ltd**

In the event of cancellation by Procruise Ltd due to weather conditions, safety reasons, technical issues, regulatory requirements, or any other unforeseen circumstances, an alternative date will be offered or a full refund will be issued if rescheduling is not possible.

## **3. Cancellation by the Client**

- More than 72 hours before departure: full refund of the deposit
- Less than 72 hours before departure: deposit is non-refundable

These conditions apply to both private and shared excursions. Any early return at the client's request does not entitle the client to any refund.

In case of client delay, the scheduled return time will remain unchanged.

## **4. Punctuality & No-Show**

- Private trips: any delay exceeding 30 minutes may result in cancellation of the trip without refund.
- Shared trips: clients must arrive at least 15 minutes before departure.

A delay exceeding 15 minutes may result in departure without the client or cancellation without refund.

Evidence such as GPS logs, messages, or call records may be used in case of dispute.

## **5. Wildlife Observation – No Guarantee**

Excursions take place in a natural environment. The presence, visibility, or behavior of dolphins, whales, or other marine wildlife cannot be guaranteed.

The absence or limited visibility of wildlife does not constitute a service failure and does not entitle the client to any refund, compensation, or payment dispute.

## **6. Captain's Authority & Safety**

The captain has full authority regarding the conduct of the excursion, depending on safety, weather and sea conditions, and applicable regulations.

His decisions are final and may not give rise to refund or dispute.

## **7. Service Rendered & No Refund After Departure**

The service is considered fully rendered once the boat has departed and the excursion has proceeded as described, regardless of the client's subjective appreciation.

Once the excursion has started, no full or partial refund will be granted, including in cases of:

- Absence of marine mammals
- Early return
- Personal dissatisfaction
- Weather conditions deemed safe by the captain

## **8. Participation Conditions & Health**

Clients declare that they are in good physical condition, able to swim, and have no medical contraindications to participating in the proposed activities.

Pregnant women and individuals with heart, respiratory, back, or any specific medical conditions must inform the crew before departure.

Procruise Ltd reserves the right to refuse participation to anyone whose health condition could compromise their own safety or that of others, without refund after departure.

## **9. Liability & Insurance**

Excursions are covered by professional civil liability insurance in accordance with Mauritian law.

Procruise Ltd shall not be held liable for incidents resulting from:

- Failure to follow safety instructions
- Reckless or inappropriate behavior
- Events beyond its control

## **10. Food & Beverages**

Excursions are offered on an all-inclusive basis.

Non-alcoholic beverages and snacks are provided on board.

Clients may bring their own food and drinks if they wish.

## **11. Conduct On Board & Environmental Respect**

Any dangerous, aggressive, disrespectful behavior or failure to follow safety instructions may result in immediate exclusion from the excursion without refund.

Excessive alcohol consumption or use of illegal substances is strictly prohibited.

Clients agree to respect marine wildlife and applicable regulations:

It is strictly forbidden to swim with whales and sperm whales, or to feed or touch marine animals.

## **12. Personal Belongings**

Procruise Ltd declines all responsibility for loss, theft, or damage to personal belongings on board or at sea (phones, glasses, jewelry, cameras, etc.).

### **13. Photos & Image Rights**

Photos and videos may be taken during the excursion for promotional purposes. Unless written objection is submitted prior to departure, clients authorize Procruise Ltd to use such images for communication purposes (website, social media, marketing materials).

### **14. Minors**

Minors remain under the sole responsibility of their parents or legal guardians for the entire duration of the excursion.

### **15. Evidence, Disputes & Chargebacks**

Procruise Ltd reserves the right to retain and use any operational evidence (photos, videos, GPS tracking, logbooks, messages) in the event of disputes, claims, or chargeback procedures.

Any payment dispute relating to a service performed in accordance with these General Terms and Conditions shall be considered abusive and will be systematically contested with banks and payment networks.

### **16. Governing Law & Jurisdiction**

These General Terms and Conditions are governed by Mauritian law.

Any dispute shall fall under the exclusive jurisdiction of the courts of the Republic of Mauritius.

### **17. Modification of Terms**

Procruise Ltd reserves the right to modify these General Terms and Conditions at any time.

### **17. Unexpected Situations**

These conditions are in place to ensure smooth organization and avoid any misunderstandings.

And if something unexpected happens, please let us know—we will always do our best to find a solution that works for you.

**We look forward to welcoming you on board soon!**