



Schedule 3

Tour Operator Contract - General Terms

1. DEFINITIONS

1.1 In this Schedule, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

"Anti-Corruption Legislation" means all applicable laws governing bribery and corruption including but not limited to the UK Bribery Act 2010 and the USA Foreign Corrupt Practices Act 1977 (in each case as amended or superseded from time to time);

"Anti-Slavery Legislation" means all applicable laws governing slavery, enforced servitude and/or people trafficking, including but not limited to law n° 2013-711 of 5 August 2013 (relating to various provisions in the area of justice by application of the law of the European Union and international commitments of France), the Modern Slavery Act 2015, as amended or superseded from time to time;

"Arrangement(s)" means a stay at the Hotel(s) with a check-in date falling between the Start Date and End Date (other than a Blackout Date);

"Associate" shall mean (i) any other natural person or legal entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Tour Operator ("**Affiliated Entity**") and (ii) any officer, director, employee or shareholder of the Tour Operator or any Affiliated Entity (as applicable); for the purposes of this definition, "**control**", when used with respect to any specified natural person or legal entity, means the power to direct the management and policies of such person or entity directly or indirectly, whether through the ownership of voting securities, by contract or otherwise;

"ATOL Regulations" means the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (Statutory Instrument 2012 No 1017) and any amendment or re-enactment of the same, including the amendments made in 2018 to implement the PT Directive;

"Belmond Group" means Belmond Ltd. and the entities in which it has a direct or indirect interest of 25% or more, from time to time, and in each case, any train, hotel, cruise or property owned or controlled by any such entity, in each case from time to time (including but not limited to the Company);

"Belmond Reservations Department" shall bear the meaning set out on the Cover Sheet; **"Blackout**

Date" means the dates (if any) stated on the Cover Sheet and any dates notified by the Company to the Tour Operator on not less than 20 Business Days' notice;

"Booking(s)" means individual reservations for the Arrangements of up to the number of Maximum Rooms per Booking (as indicated on the Cover Sheet) made or to be made by the Tour Operator (for itself or on behalf of a Trade Client) with the Company under the terms of this Contract (the terms of this Contract do not include group bookings, conferences and/or meetings);

"Booking Procedure" means the procedure for making Bookings set out in Schedule 2 (which may be amended or superseded by the Company from time to time);

"Business Days" means days on which banks in the City of London and the City nearest to the principal place of business of the Tour Operator are open for business, other than a Saturday or Sunday;

"Cancellation Charges" shall mean the charges payable by the Tour Operator to the Company pursuant to Schedule 1;

"Company" shall bear the meaning set out on the Cover Sheet;

"Confidential Information" means all information of a commercial or proprietary nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") whether before or after the date of the Contract including but not limited to (i) the Package Price (ii) any information relating to the Disclosing Party's know-how, trade secrets and business affairs;

"Contract" shall mean the Cover Sheet and the Schedules (as amended or varied by the Parties from time to time) including these General Terms;



"Cover Sheet" means the cover sheet of this Contract;

"Criteria" means in respect of any (actual or proposed) Trade Client, a requirement that it:

- (a) advertises inventory for other luxury hotels, generally recognized to be at a level so as to be capable of competing with hotels owned or operated by the Belmond Group;
- (b) has and maintains high levels of customer service, including (without limitation) customer helplines available seven days a week and at least during local office hours, and guaranteed response times to customer enquiries within 48 hours;
- (c) has and maintains a high quality website, targeted to high net worth individuals and compliant with all Relevant Legislation;

"Currency" shall bear the meaning set out on the Cover Sheet;

"Data Controller" shall bear the meaning set out in in the Data Protection Legislation;

"Data Protection Legislation" shall mean all applicable data protection laws, including but not limited to Data Protection Act 2018, Privacy and Electronic Communications Regulations 2011, EU privacy Directive 2002/58/EC, the EU General Data Protection Regulation 2016/679 and any data protection laws in the UK, any other applicable jurisdiction, and any European Union Member State including laws implementing any EU directives or regulation (in each case as amended or superseded from time to time);

"Data Subject" shall bear the meaning set out in the Data Protection Legislation;

"Default Rate" means a sum equal to 5% above the US Federal Funds Rate at the applicable time;

"EEA" means the European Economic Area;

"EEA Package" shall have the same meaning as the definition in Article 3(2) of the PT Directive, which in general terms is as described in the "Package" definition below;

"EEA Package Bookings" shall mean a Booking of an EEA Package made by a Guest and, after the United Kingdom has left the European Union, shall mean an EEA Package Booking and a UK Package Booking;

"End Date" shall bear the meaning set out on the Cover Sheet;

"Force Majeure Event" shall bear the meaning set out in Clause 10;

"Guest" means the person(s) or any of them who makes either an EEA Package Booking or a Package Booking or on whose behalf any such booking (s) is/are made with the Tour Operator or Trade Client;

"Hotel(s)" shall bear the meaning set out on the Cover Sheet;

"Insolvency Event" means the Defaulting Party ceasing to trade or being unable to pay its debts as they fall due or being subject to any corporate action, legal proceedings or other procedure or step being taken in relation to its insolvency including but not limited to the (i) appointment (or threatened appointment) of a liquidator, provisional liquidator, administrator, administrative receiver, receiver or equivalent in any jurisdiction (ii) the taking possession by an encumbrancer of the whole or any part of the undertaking or assets of the Defaulting Party; (iii) the making of an arrangement, composition or compromise with any creditors (or any class of creditors), other than for the purposes of a solvent reconstruction;

"Intellectual Property Rights" means patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and email address names), unregistered trade marks and service marks, copyrights, know-how, database rights, rights in designs and inventions and includes rights of the same or similar effect or nature as those set out above, in all cases as applicable in any jurisdiction;

"Lead Guest" means the first named adult on a Package Booking or EEA Package Booking and/or any adult substitute for that person;



"Licensed Intellectual Property Rights" means any and all Intellectual Property Rights made available to the Tour Operator by the Company for the purposes of this Contract, including but not limited to (i) images of the Arrangements from the Belmond Group on-line image library (accessible at <http://www.belmondimages.com> or such other website as notified to the Tour Operator by the Company from time to time) or as otherwise provided from time to time by the Company to the Tour Operator for the purposes of this Contract (ii) copy and descriptions of the Hotel(s) and (iii) the name and logo(s) of the Hotel(s);

"Organiser" shall bear the meaning set out in the PT Regulations;

"Package" means a combination of at least two of the following travel services purchased in a single booking process, where the arrangement covers a period of more than 24 hours or includes overnight accommodation: (a) transport; (b) accommodation; (c) hire of motor vehicles; or (d) other tourist services. If the booking includes 'other tourist services' and only one of (a), (b) or (c) above, then this will only be an EEA Package if the 'other tourist services': (i) are not intrinsic to (a), (b) or (c) above; (ii) are not purchased after the start of performance of (a), (b) or (c) above; and (iii) either account for a significant proportion of the value of the Package (at least 25% of the value of the Package) or otherwise represent an essential feature of the Package;

"Package Bookings" means any booking made by a Guest with the Tour Operator or Trade Client for a Package outside of the EEA;

"Parties" means the Tour Operator and the Company and **"Party"** means either one of them;

"Personal Data" shall bear the meaning set out in the Data Protection Legislation and shall include each Guest's name, address, passport details and any dietary or other personal requirements;

"Package Price" means the rate payable by the Tour Operator to the Company for each Booking, as set out in Schedule 1;

"processing" (and **"process"**) shall, for the purpose of Clause 6.3.8, bear the meaning set out in the Data Protection Legislation;

"PT Directive" means the EC Directive on package travel and linked travel arrangements (Directive EU 2015/2302 of the European Parliament and of the Council of 25 November 2015), amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC;

"PT Regulations" means the national legislation which transposes the PT Directive into the law of each Member State of the EEA and the UK Package Regulations, and any amendment or re-enactment of the same and all other applicable legislation implementing the PT Directive;

"Regulated Package Booking" means a Booking of an EEA Package (for so long as compliance with the UK Package Regulations is deemed compliance with the PT Regulations in any member state in which the Booking is sold), and thereafter, a Booking of an EEA Package or UK Package (as applicable);

"Relevant Jurisdiction" means the UK;

"Relevant Legislation" means all legislation (in any applicable jurisdiction), from time to time relevant to the marketing, advertising and sale by the Tour Operator of the Arrangements, including but not limited to the Anti-Slavery Legislation, the Anti-Corruption Legislation, PT Regulations, Data Protection Legislation and the Consumer Rights Directive 2011/83/EU; and (ii) in the UK, the ATOL Regulations; and all applicable amendments and re-enactments of such legislation;

"Room Only Booking" means a booking made by a Tour Operator or a Trade Client for Arrangement(s), which Booking is not a Package;

"Sanctions Authority" the UK, US, EU, any EU Member State, the United Nations and/or any other government authority with jurisdiction over either Party or any part of its business or operations and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities.

"Sanctions List" any of the lists issued or maintained by a Sanctions Authority designating or identifying persons or entities that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time.

"Sanctions Proceedings" any actual or threatened:

- (a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or



(b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority, in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

"Sanctions Target" a person or entity that is:

- (a) listed on a Sanctions List;
- (b) Owned or Controlled by a person or entity listed on a Sanctions List;
- (c) resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions;
- (d) otherwise identified by a Sanctions Authority as being subject to Sanctions; or
- (e) otherwise identified by a Sanctions Authority as a person or entity with whom the Company or the Belmond Group is prohibited from transacting business.

"Tour Operator Staff" means all employees, representatives, servants and agents of the Tour Operator and each Trade Client (whether or not employed by the Tour Operator or applicable Trade Client) from time to time involved in the performance of the Tour Operator's obligations under this Contract;

"Term" shall bear the meaning set out in Clause 3;

"Third Party Costs" means third party costs incurred by the Company (and applicable members of the Belmond Group) in connection with the Arrangements, including but not limited to fuel, costs imposed (directly or indirectly) by government (including but not limited to taxes), currency exchangerate costs, fluctuations in exchange rates used to determine the Package Price, rates, dues, or fees payable by the Company (or another member of the Belmond Group) for services to enable it to perform this Contract;

"UK Package" shall have the meaning given to the term "package" in Regulation 2(5) of the UK Package Regulations;

"UK Package Booking" means a Booking of a UK Package made by a Guest;

"UK Package Regulations" means the UK Package Travel and Linked Travel Arrangements Regulations 2018.

- 1.2 Terms defined elsewhere in the Contract shall (unless otherwise defined in this Schedule) bear that same meaning.
- 1.3 References in this Contract to a statute or statutory instrument include a statute or statutory instrument amending, consolidating or replacing them, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.4 Where the context allows, words denoting the singular include the plural meaning and vice versa, words importing one gender include both genders and may be used interchangeably and words denoting natural persons include corporations and vice versa.
- 1.5 The clause and paragraph headings in this Contract are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.6 Unless the contrary intention appears, references to numbered clauses and Schedules are references to the relevant clauses in, or Schedules to, this Contract. Schedules form part of this Contract.

2 PAYMENT

- 2.1 The Tour Operator shall in respect of each Booking, pay the Company the Package Price (in accordance with the payment terms set out on the Cover Sheet).
- 2.2 Time shall be of the essence in respect of each and every payment made pursuant to this Contract.
- 2.3 Each payment to be made by the Tour Operator to the Company under the Contract shall be:
 - 2.3.1 made in the Currency specified on the Cover Sheet;
 - 2.3.2 remitted in immediately available funds not later than 12 noon (Tour Operator's local time) on the due date for payment thereof (and in the absence of a due date for payment, within 30 days of the date of the applicable invoice) ("**Due Date**") to such bank account as the Company may nominate to the Tour Operator from time to time;
 - 2.3.3 paid (in the case of Package Bookings and Regulated Package Bookings) by the Tour Operator when due, even if the Guest(s) or Trade Client the subject of such Booking has not put the Tour Operator in funds;

- 2.3.4 paid without set-off or counterclaim and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description. If the Tour Operator is required at any time by any applicable law to make any such deduction from any payment, the Company may at its option notify the Tour Operator that the sum due from the Tour Operator in respect of such payment shall be increased by such amount as will result, notwithstanding the making of such deduction, in the receipt by the Company on the due date for payment of each amount of a net sum equal to the sum that it would have received had no such deduction been required to be made.
- 2.4 In the event that during the period between the making of any Booking and the applicable departure date, the Third Party Costs increase, the Company may increase the Package Price applicable to any Bookings made after it has notified the Tour Operator of the Package Price increase.
- 2.5 Where any sums owed by the Tour Operator to the Company hereunder are overdue, the Company may, without prejudice to its rights and remedies, require the Tour Operator to pay interest on any payments more than 5 Business Days late at the Default Rate (to accrue from day to day, both before and after judgment) and/or prevent the Tour Operator (and its Trade Clients) from selling or offering for sale any Arrangements until such payments are made.

3 TERM AND TERMINATION

- 3.1 This Contract shall commence on the Start Date and shall continue until the earlier of:
- 3.1.1 the End Date;
 - 3.1.2 termination by the Company giving 30 days' written notice;
 - 3.1.3 termination by either Party in accordance with the provisions of Clause 9 (Default) of this Contract
- ("Term").
- 3.2 Termination of this Contract (for whatever reason) shall not affect the rights of either Party in existence prior to the effective date of termination and in particular shall be without prejudice to the payment by the Tour Operator to the Company of all sums due hereunder.
- 3.3 In the event of termination of this Contract (for whatever reason), unless agreed otherwise by the Company in writing, the Tour Operator shall (without cost to the Company) immediately cease to advertise the Hotel(s) and remove all Licensed Intellectual Property and all references to the Hotel(s) (and if required by the Company, the Belmond Group) from all Permitted Media.
- 3.4 To the extent that prior to termination of this Contract (for whatever reason) the Tour Operator has paid the Package Price in full for any Bookings made by it prior to termination, which Bookings are due to take place after termination, the Company shall perform those Bookings on the terms of this Contract.
- 3.5 The Tour Operator shall not (and shall procure that no Trade Client or Associate shall) at any time after the Term, hold itself out as being connected with the Hotel(s).
- 3.6 The following clauses shall survive termination; Clause 7 (Limitations on Belmond Group's Liability), 8 (Intellectual Property), 9.2 (Default), 11 (Confidentiality), 13 (General) and any provisions of the Contract expressed to apply after termination.

4 WARRANTIES

- 4.1 The Tour Operator hereby represents and warrants to the Company on the date of this Contract and on each day during the Term that:
- 4.1.1 the Tour Operator is a legal entity capable of entering into and performing the Contract;
 - 4.1.2 the Tour Operator has taken all necessary corporate action to authorise and approve its entry into and performance of this Contract;
 - 4.1.3 the Tour Operator (and any Trade Client) is in possession of, and shall maintain throughout the Term, all necessary licenses, consents, registrations and/or other authorisations (and similar) required for it to sell the Arrangements (whether on their own, together with other travel arrangements and/or as part of Package Bookings or Regulated Package Bookings);
 - 4.1.4 the Tour Operator complies with (and shall ensure that each Trade Client complies with) all Relevant Legislation (including but not limited any requirements to provide financial protection for Guests' forward payments and repatriation in accordance with the applicable PT



Regulations);

- 4.1.5 the Tour Operator shall only sell the Arrangements as part of a Package Booking or a Regulated Package Booking, and shall procure that any Trade Clients shall do the same;
- 4.1.6 the Tour Operator or the Trade Client shall be the principal in the contract with the Guest;
- 4.1.7 in relation to any Regulated Package Bookings: (i) taken by the Tour Operator, the Tour Operator shall be the Organiser of the Package and shall fulfil all the obligations of an Organiser under the applicable PT Regulations; (ii) taken by a Trade Client, the Tour Operator shall procure that the Trade Client shall be the Organiser of the Package and shall fulfil all the Obligations of an Organiser under the applicable PT Regulations;
- 4.1.8 the Tour Operator complies and shall comply (and shall ensure each Trade Client complies) with Anti-Corruption Legislation and Relevant Legislation;
- 4.1.9 the Tour Operator, Tour Operator, Tour Operator Associates and any Trade Client:
 - 4.1.9.1 are not a Sanctions Target and have not been a Sanctions Target at any time and nothing has occurred that could result in them becoming a Sanctions Target;
 - 4.1.9.2 are not contravening and have not contravened any Sanctions at any time;
 - 4.1.9.3 have not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) at any time and there are no circumstances likely to give rise to any such Sanctions Proceedings.

The Company may, without prejudice to its rights and remedies, immediately terminate this Contract without penalty for any breach of this Clause 4.1.9.

- 4.1.10 this Contract has not been entered into as a result of any bribe or other inducement. In the event that the Tour Operator (and/or any Trade Client) offers (directly or indirectly) any bribe or inducement (directly or indirectly) to the Company, the Belmond Group or any of their respective employees, agents, suppliers, service providers or representatives or any person in connection with the entry into and/or performance of this Contract, the Company may, without prejudice to its rights and remedies, immediately terminate this Contract without penalty;
 - 4.1.11 each Trade Client meets and shall continue during the Term to meet the Criteria.
- 4.2 The Company warrants that it has and during the Term shall maintain insurance cover with a reputable insurance company with public liability and employee liability insurance cover of not less than (the local equivalent of) US\$25 million per event and promptly following a request (from time to time) from the Tour Operator, provide to the Tour Operator evidence that such insurance cover is in place.

5 SALES, ADVERTISING AND MARKETING

- 5.1 In consideration of the Package Price, the Tour Operator hereby undertakes to the Company (for itself and on behalf of the Belmond Group) that during the Term it shall (and shall procure that each Trade Client shall):
 - 5.1.1 use its commercially reasonable endeavours to promote (in accordance with the Belmond Group's standards of luxury, elegance and excellence and with all reasonable skill, care and diligence) the sale of Arrangements;
 - 5.1.2 advertise, market and sell all Arrangements as principal and not agent of the Company or the Belmond Group;
 - 5.1.3 advertise the Arrangements only via the Permitted Media;
 - 5.1.4 in advance of publication or disclosure, to submit to the Company for its prior written approval all marketing initiatives, information and material relating to the Hotel(s) proposed to be used to promote the Arrangements ("**Advertising Material**");
 - 5.1.5 not publish, use or disclose any Advertising Material unless and until it has been approved in advance by the Company (materials made available via the Belmond Media Library are deemed approved) ("**Approved Advertising Material**");
 - 5.1.6 ensure that all Approved Advertising Material is accurate, clear, complete, up to date and complies with all applicable law, regulations and rules (including but not limited to the Relevant



Legislation and (where applicable) the requirements of ABTA, CAA and any Trade Body);

- 5.1.7 promptly make all such amendments to the Approved Advertising Material and the Permitted Media as regards the Hotel(s) as the Company may from time to time require;
- 5.1.8 without prejudice to the obligations above, the Tour Operator shall ensure that all Arrangements shall be removed from any materials owned or under the control or direction of any Trade Client, on that Trade Client ceasing to comply with the Criteria.

6 BOOKINGS, AMENDMENTS AND CANCELLATIONS

- 6.1 The Tour Operator hereby undertakes with the Company to comply (and procure that each Trade Client complies) with the Booking Procedure in respect of each Booking.
- 6.2 Notwithstanding Clause 6.1, the Tour Operator hereby undertakes to the Company and the Belmond Group that each Guest (or Lead Guest on behalf of each Guest in his group) shall contract (following confirmation by the Company of availability) with the Tour Operator (or applicable Trade Client) as principal (and not agent of the Company or any other member of the Belmond Group) in respect of the Arrangements.
- 6.3 The Tour Operator hereby undertakes to the Company (for itself and on behalf of the Belmond Group) that:
 - 6.3.1 it shall take all necessary measures to ensure that Tour Operator and Trade Clients do not accept Bookings from a Sanctions Target. If the Tour Operator becomes aware that a Booking has been made by a Sanctions Target: (a) the Tour Operator shall immediately notify the Company and provide such information about such fact or circumstance or about the breach as the Company requires, and (b) the Company shall be entitled to cancel the Booking and terminate this Contract without liability;
 - 6.3.2 it shall not and shall procure that no Associate or Trade Client shall disclose to any person (including but not limited to any Guest) the Package Price;
 - 6.3.3 in respect of Package Bookings and Regulated Package Bookings, whilst a recommended retail price for the Arrangements may be set out on the Cover Sheet or otherwise advised to the Tour Operator, there is no obligation on the Tour Operator or Trade Client to advertise the Arrangements at this price;
 - 6.3.4 not to act or hold itself out (and ensure that no Trade Client shall) as an agent of the Company (or any member of the Belmond Group);
 - 6.3.5 the Trade Clients are the only third parties the Tour Operator proposes to make Bookings available through during the Term. The Tour Operator shall give the Company not less than 10 Business Days' notice in writing of any proposed additional Trade Client. If the Company notifies the Tour Operator that any such proposed change (or any existing Trade Client) might (in the opinion of the Company, acting reasonably) damage the brand and/or goodwill and/or reputation of the Company (or any member of the Belmond Group) or otherwise does not meet the Criteria, Tour Operator shall not make Bookings available to such Trade Client;
 - 6.3.6 it shall notify the Company in writing within 3 Business Days of any complaint received by it or any Trade Client (or any Tour Operator Staff) by or on behalf of a Guest in relation to the Hotel(s);
 - 6.3.7 notwithstanding Clause 6.3.5 above, forward immediately to the Company any communication or correspondence received by it or any Trade Client from a Guest and to forward (and procure that each Trade Client forwards) immediately to any applicable Guest any communication or correspondence intended for that Guest received from the Company (or any member of the Belmond Group);
 - 6.3.8 it shall, in respect of all Bookings made hereunder, maintain (and procure that each Trade Client maintains) insurance cover with a reputable insurance company with public liability and employee liability insurance cover of not less than (the local equivalent of) US\$25 million per event and promptly following a request (from time to time) from the Company, provide to the Company evidence that such insurance cover is in place;
 - 6.3.9 it is an independent Data Controller of all Personal Data (the Company is also an independent Data Controller of all Personal Data) and accordingly the Tour Operator shall and shall procure that the Trade Clients shall:



- 6.3.9.1 comply with the obligations that apply to it under Data Protection Legislation;
- 6.3.9.2 process the Personal Data only as necessary to perform its obligations under this Contract (including as may be reflected in contracts as between the Tour Operator and Trade Clients);
- 6.3.9.3 ensure that a fair processing notice is readily accessible from every web or other page issued by or on behalf of the Tour Operator and each Trade Client which meet all requirements under Data Protection Legislation;
- 6.3.9.4 implement and maintain appropriate technical and organisational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Personal Data (a "**Security Incident**");
- 6.3.9.5 upon becoming aware of a Security Incident, the Tour Operator and the Trade Client shall inform the Company without undue delay and shall provide all such timely information and cooperation as the Company may require. The Tour Operator and Trade Client shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep the Company informed of all developments in connection with the Security Incident;
- 6.3.9.6 if the Tour Operator or Trade Client receives any Data Subject rights request, complaint or other enquiry about Personal Data processed by the Tour Operator or Trade Client, the Tour Operator or Trade Client (as relevant) shall deal with such request, complaint or other enquiry to the extent that it relates to Personal Data for which it is a Data Controller;
- 6.3.9.7 if the Belmond Group receives any Data Subject rights request, complaint or other enquiry about Personal Data processed by the Belmond Group in connection with the Personal Data processed by the Tour Operator and/or Trade Client under this Contract, the Tour Operator and/or Trade Client (as applicable) shall provide the Belmond Group with all such information and cooperation as the Belmond Group may require to respond to such request, complaint or other enquiry;
- 6.3.9.8 at all times provide an adequate level of protection for Personal Data it processes in accordance with the requirements of Data Protection Legislation. The Tour Operator and Trade Client shall not transfer any Personal Data outside of the Relevant Jurisdiction unless it takes such measures as are necessary to ensure the transfer is in compliance with Data Protection Legislation; and
- 6.3.9.9 ensure that any third party it engages to process the Personal Data on its behalf has entered into a written contract that meets the requirements established by Data Protection Legislation.

6.4 Unless stated otherwise on the Cover Sheet:

- 6.4.1 the Company shall not be required to perform any Booking unless the Package Price for that Booking has been paid in full (when due) by the Tour Operator;
- 6.4.2 cancellations or amendments to Bookings requested by the Tour Operator (for itself and on behalf of its Trade Clients and Guests) will only be made by the Company on receipt by it from the Tour Operator of the applicable Cancellation Charges (or amendment fees, as applicable). The Tour Operator hereby undertakes to the Company to comply with the provisions of Clauses 6.5 and 6.6 below in respect of any amendments or cancellations.

6.5 **AMENDMENTS**

If the Tour Operator wishes (for itself or at the request of any Trade Client or Guest) to change any part of a Booking after the Company has confirmed the Booking, the Tour Operator shall:

- a. not (and ensure that no Trade Client shall) give any assurances to any Guest that any change can be made;
- b. notify (or ensure that the applicable Trade Client shall notify) the Belmond Reservations Department of the requested change to ascertain (i) whether such proposed change(s) can be made (ii) the details of any fee payable to the Company to effect such change(s);
- c. promptly notify (or ensure that the applicable Trade Client shall notify) the Belmond Reservations Department whether it wishes to (i) make the amendment in which case such



amendment will only be effective following the receipt by the Company from the Tour Operator of the applicable amendment fee (if any) or (ii) leave the Booking unchanged or (iii) cancel the Booking in which case the applicable Cancellation Charge (unless waived by the Company in writing) shall be paid by the Tour Operator.

6.6 CANCELLATIONS

If the Tour Operator (for itself or at the request of any Trade Client or Guest) wishes to cancel a Booking (in respect of which the Company has confirmed a Booking):

- a. Tour Operator may, on payment of applicable amendment fee, transfer such Booking to a new Guest;
- b. the Tour Operator shall notify the Company in writing of the cancellation of that Guest's Booking, such cancellation notice will only take effect when:
 - i. in the case of post, the notice is received in writing by the Belmond Reservations Department; or
 - ii. in the case of e-mail, the Tour Operator receives a reply from the Company acknowledging receipt of its e-mail sent to the Belmond Reservations Department e-mail address.

Save to the extent the Tour Operator's own cancellation terms with its customers are more generous (to the Tour Operator) than those set out in this Contract (in which case such terms shall apply to cancellations/amendments hereunder), Bookings confirmed by the Company shall, if cancelled, attract a cancellation charge as set out in Schedule 1.

7 LIMITATIONS ON BELMOND GROUP'S LIABILITY

- 7.1 The Parties hereby agree that all representations and warranties, express or implied, statutory or otherwise relating to this Contract be and are hereby disclaimed by the Company (for itself and on behalf of the Belmond Group) and waived by the Tour Operator (for itself and, in the case of Package Bookings and Regulated Package Bookings, on behalf of the Guests and Trade Clients), in each case to the fullest extent permitted by law.
- 7.2 Nothing in this Contract excludes or limits the liability of the Company for fraudulent misrepresentation, or for death or personal injury caused by its negligence. Subject to the preceding sentence, neither the Company (nor any member of the Belmond Group) shall have any liability arising from or relating to (i) the acts or omissions of the Tour Operator or its servants, agents, contractors, employees or representatives or Trade Clients or Guests (save to the extent such acts or omission are at the direction of a member of the Belmond Group) or (ii) a Force Majeure Event.
- 7.3 Subject to Clause 7.2, the aggregate liability of the Company (and any other member from time to time of the Belmond Group) to the Tour Operator in respect of each Booking shall be limited as follows:
 - 7.3.1 if the Company becomes unable to provide a significant proportion of its component of any Booking, the Company's sole liability to the Tour Operator (for itself and its Guests and Trade Clients) is to:
 - 7.3.1.1 notify the Tour Operator promptly (which shall notify Guests and Trade Clients promptly);
 - 7.3.1.2 make (to the extent commercially reasonable and subject to availability) suitable alternative arrangements for the affected Guests at no extra charge to them or the Tour Operator;
 - 7.3.1.3 refund to the Tour Operator such portion of the Package Price (if any) which the Company (acting reasonably) considers should be apportioned to that part of the Booking which cannot be provided;
 - 7.3.2 in the case of an overbooking by the Company of a Booking confirmed in writing by the Company ("**Overbooking**"), the Company shall (as the Tour Operator's sole remedy, for itself and on behalf of each Trade Client and Guest) provide upgraded accommodation at the Hotel(s) for the night(s) the subject of such Overbooking, failing which, it shall (at its cost) arrange suitable alternative accommodation for the affected Guest(s) at the nearest 5 star hotel and arrange the Guest(s)' transport to such hotel;



- 7.3.3 for all claims other than Claims (which shall be subject to the limitations in Clause 7.3.1), claims for Overbooking (which shall be governed by Clause 7.3.2) and claims for death or personal injury caused by the Company's negligence, the Company's aggregate liability (and that of the Belmond Group) to the Tour Operator (for itself and on behalf of each Trade Client and Guest) shall be limited to a sum equal to the Package Price for the Booking the subject of the claim, to the extent such price has been received by the Company prior to the applicable claim.
- 7.4 Subject to Clause 7.3, neither the Company nor any member of the Belmond Group shall be responsible for making any refunds, payment of compensation or reimbursement costs or expenses incurred by the Tour Operator (and/or any Trade Clients and/or any Guest(s)) as a result of such change.
- 7.5 It is a condition of the Company's acceptance of any liability under this Clause that the Tour Operator has notified the Company of any claim and has acted as follows:
- 7.5.1 complaints from a Guest during their stay at the Hotel(s) which the Tour Operator (or any Trade Client or any of their respective employees or representatives) become aware of should be passed on to the manager of the relevant Hotel immediately;
- 7.5.2 loss or damage to luggage which the Tour Operator (or any Trade Client or any of their respective employees or representatives) becomes aware of should be notified to the Company in writing within 72 hours of becoming so aware;
- 7.5.3 all other complaints or claims must be made to the Company in accordance with Clause 6.3.5. The Tour Operator shall (and shall procure that each Trade Client shall) take all reasonable steps to safeguard the interests of the Company and the Belmond Group at all times.
- 7.6 The Company (for itself and on behalf of the Belmond Group) shall not be liable to the Tour Operator (for itself and on behalf of each Trade Client and Guest) for any indirect or consequential losses (including but not limited to the costs of terminating the employment/engagement of any Tour Operator Staff, whether as a result of the termination of this Contract or otherwise). In addition, the Company (for itself and on behalf of the Belmond Group) shall not be liable to the Tour Operator (for itself and on behalf of each Trade Client and Guest) lost profits, income or goodwill, regardless of whether or not the Company has been advised of the possibility of such losses, caused by or resulting from any breach of this Contract.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 To the fullest extent permissible, the Company hereby grants to the Tour Operator a non-exclusive, non-transferable, non-sub-licensable (save to Trade Clients for the purposes of advertising the Hotel(s) in accordance with this Contract), royalty-free licence during the Term to reproduce the Licensed Intellectual Property solely for the purposes set out in this Contract and to identify the Company and/or the services and goods made available by the Company (for itself and on behalf of the Belmond Group), provided that Tour Operator shall (and shall ensure that each Trade Client shall) obtain the Company's prior written approval for all such use (which approval (and any terms to which it may be subject) shall be given or withheld at the Company's sole discretion) ("**Limited Licence**"). The Company shall notify Tour Operator in writing whether it approves, or requires any modifications to, such use within 10 Business Days of a request in writing to do so.
- 8.2 Subject only to the grant of the Limited Licence, neither the Tour Operator nor any Trade Client shall by virtue of this Contract obtain or claim any right, title to or interest in any Intellectual Property Right owned or licensed by the Company or any member of the Belmond Group nor make any representation or do any act which may be taken to indicate it has any right title to or interest in such. Tour Operator hereby acknowledges that any goodwill and any rights resulting from the use by the Tour Operator (and/or any Trade Client) of the Licensed Intellectual Property shall inure solely and exclusively to the benefit of the Company or the applicable member(s) of the Belmond Group, or their licensor(s), as applicable.
- 8.3 The Company reserves the right at any time by written notice to the Tour Operator in its sole discretion to object to, or restrict, any use of any Intellectual Property Rights owned or licensed by the Company or any member of the Belmond Group. The Tour Operator shall have 3 Business Days after receipt of such notice to comply (at the Tour Operator's cost) (and ensure that each Trade Client complies) with the Company's directions.
- 8.4 The Tour Operator shall ensure that whenever the Licensed Intellectual Property is used by it (and/or its Trade Clients), it is accompanied by appropriate wording acknowledging (where applicable) that they are trade marks (and, where applicable, registered trade marks) used by the Tour Operator with the



permission of the Company (or applicable member of the Belmond Group). The terms of such wording and its placement shall be as stipulated by the Company from time to time.

- 8.5 The Tour Operator shall not (and shall ensure that none of its Associates or Trade Clients shall) at any time during or after the Term:
- 8.5.1 use any mark or name so resembling any Intellectual Property Right owned or licensed by the Company or any member of the Belmond Group as to be likely to cause confusion or a likelihood of association and shall use all reasonable endeavours to preserve and maintain their distinctiveness and reputation;
 - 8.5.2 directly or indirectly apply to register, acquire or otherwise use any:
 - a. mark or name identical or similar to trading names and/or trade marks owned or licensed by the Company or any member of the Belmond Group; or
 - b. domain name incorporating any word identical or similar to the trading names and/or trade marks owned or licensed by the Company or any member of the Belmond Group;
 - 8.5.3 do any act or thing that will bring the Company or any member of the Belmond Group into disrepute;
 - 8.5.4 hold itself out as having any relationship with the Company or any member of the Belmond Group other than that of non-exclusive tour operator during the Term;
 - 8.5.5 do, or permit or suffer to be done, any act which would or might jeopardise or invalidate any registration of any of the trade marks owned or licensed by the Company and/or members of the Belmond Group which are registered, nor to do any act which would or might assist or give rise to any application to remove any of such trade marks from any applicable trademark registry or which would or might prejudice the right or title of the registrant or holder of such trade marks.
- 8.6 All Intellectual Property Rights not expressly granted under this Clause 8 are hereby expressly reserved.

9 DEFAULT

- 9.1 Either Party (the "**Initiating Party**") may (without prejudice to its rights and remedies) terminate this Contract with immediate effect by written notice to the other Party (the "**Breaching Party**") on or at any time after the occurrence of any of the following events in relation to the Breaching Party:
- 9.1.1 the Breaching Party being in material breach (whether or not a repudiatory breach) of any obligation under this Contract and, if the breach is capable of remedy (in the reasonable opinion of the Initiating Party), failing to remedy the breach within 14 days starting on the day after receipt of a written notice from the Initiating Party giving full particulars of the breach and requiring it to be remedied;
 - 9.1.2 the Breaching Party is subject to an Insolvency Event.
- 9.2 In the event that the Company terminates this Contract pursuant to Clause 9.1, the Company shall (without prejudice to its rights and remedies) be entitled to:
- 9.2.1 retain, as liquidated damages, all sums paid by the Tour Operator to the Company prior to the date of the Company's notice of termination, it being hereby agreed that the retention of such liquidated damages is not a penalty but a genuine pre-estimate of the Company's (and the Belmond Group's) loss; and
 - 9.2.2 withhold performance of any of its obligations under this Contract. In such circumstances, the Company shall have no responsibility whatsoever for any loss, cost or expense consequences thereof, in respect of which the Tour Operator hereby undertakes to indemnify and keep the Company (for itself and on behalf of the Belmond Group) indemnified.
- This Clause 9.2 shall survive termination of the Contract.
- 9.3 Tour Operator hereby undertakes on demand to indemnify and keep the Company (for itself and on behalf of the Belmond Group) indemnified against:
- 9.3.1 any loss, cost, expense or damage to the Hotel(s) or any other property owned or used by the Company or any other member of the Belmond Group to the extent caused by a Guest or any employee, servant, agent or representative of the Tour Operator or any Trade Client (or any of their respective Associates);



- 9.3.2 any loss, cost, fine or expense suffered by the Company or the Belmond Group as a result of (i) a breach by the Tour Operator of this Contract (ii) the negligence of any Guest or the Tour Operator or Associate or Trade Client (or any of their respective employees, servants, agents or representatives);
- 9.3.3 any allegation by any person (including but not limited to any tax authority) that any of the Tour Operator Staff has, as a result of this Contract or the services to be provided under it, become (or should become) an employee of the Company (or any member of the Belmond Group) or have rights equivalent to those of an employee;
- 9.3.4 any claims brought against the Company (or any other member of the Belmond Group) by (i) a Trade Client and/or (ii) a Guest which (a) is a Claim or claim relating to an Overbooking which the Company has complied with Clause 7.3 in respect of and/or (b) the Company has already compensated the Tour Operator (for itself and on behalf of such Guest(s)) for.

10 FORCE MAJEURE

Except where otherwise expressly stated in this Contract, neither the Company nor any member of the Belmond Group shall be liable to the Tour Operator (for itself and on behalf of each Guest) if the Company's contractual obligations to the Tour Operator are affected by any event which the Company, applicable member(s) of the Belmond Group or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to significant risks to human health, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather, sea, air, ice and river conditions (including high or low water levels), deviation in to order to rescue or to attempt to rescue human lives or goods or in respect of any compliance with orders, directions, requests or regulations given by the government of any nation, the act(s) and/or omission(s) of a third party not connected with the provision of the Arrangements (including but not limited to any Guest) and all similar events outside the control of the Company, applicable member(s) of the Belmond Group or the supplier(s) concerned (a "**Force Majeure Event**").

11 CONFIDENTIALITY

- 11.1 Each Party shall (and in the case of the Tour Operator, shall procure that each Trade Client shall) keep all Confidential Information secret and not disclose such Confidential Information to anyone (except on a need to know basis for internal use only where necessary to perform its obligations under this Contract to its employees or full time contractors bound by express written secrecy obligations) or use such Confidential Information other than to perform its obligations under this Contract without the prior written consent of the relevant Disclosing Party.
- 11.2 Clause 11.1 shall not apply to any Confidential Information to the extent that:
- 11.2.1 disclosure is required to or by any court, tribunal or governmental authority with competent jurisdiction or any accounting regulation or stock exchange;
 - 11.2.2 it is or becomes generally and freely publicly available through no fault of the Receiving Party or its servants or agents; or
 - 11.2.3 it can be shown to have been independently originated by the Receiving Party or communicated to it in circumstances otherwise than where its disclosure to Receiving Party imparted a duty of confidence.
- 11.3 Neither Party shall (and in the case of the Tour Operator, shall procure that no Trade Client shall) issue any press release or other public document containing or make any public statement containing information which relates to or is connected with this Contract without the prior written approval of the other Party. This Clause 11.3 shall not prevent any disclosure required by law or regulation (including but not limited to accounting or stock exchange regulations).

12 BREXIT

The Parties shall promptly enter into such additional or amended terms as may from time to time be required by or necessary to comply with the Data Protection Legislation, the PT Directive and the PT Regulations or any other Relevant Legislation (including but not limited to any clauses relating to Personal Data or Regulated Package Bookings required as a result of the departure of the United Kingdom from the EU).

13 GENERAL

- 13.1 This Contract constitutes the entire agreement, and supersedes any previous agreements between the Parties relating to the Arrangements. Each party acknowledges that it has not relied on or been induced to enter this Contract by a representation other than those expressly set out in this Contract. A Party is not liable to the other Party for a representation that is not set out in this Contract. Neither this Contract nor any written or oral statements related hereto constitute an offer, and this Contract shall not be legally binding until executed by both parties hereto. This Clause 13.1 does not affect a Party's liability in respect of a fraudulent misrepresentation.
- 13.2 A variation of this Contract is valid only if it is in writing and (i) signed by an authorised representative of each Party or (ii) notified by the Company to the Tour Operator and agreed (or deemed agreed) to by the Tour Operator, either in writing or by the Tour Operator making a Booking after such notification (in which case it shall be deemed to be bound by such variation).

- 13.3 A failure to exercise or delay in exercising a right or remedy provided by this Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 13.4 Any waiver of any breach of any provision of this Contract shall not, unless the terms of the waiver expressly provide otherwise, be construed as a waiver of any continuing or subsequent breach of such provisions or a modification of that provision.
- 13.5 If any provision of this Contract is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Contract shall remain valid and enforceable according to its terms.
- 13.6 The rights and remedies contained in this Contract are cumulative and not exclusive of rights or remedies provided by law.
- 13.7 No provision of this Contract creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose.
- 13.8 Save for any member of the Belmond Group (including but not limited to the Company), a person who is not a Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Contract. Without limiting the foregoing, it is hereby expressly agreed that neither Guests nor Trade Clients are intended to derive any rights under this Contract.
- 13.9 The Company shall be entitled at any time to assign this Contract, in whole or part, to (i) any owner/operator from time to time of the Hotel(s); and/or (ii) any member of the Belmond Group. Save as provided in the first sentence of this Clause, a Party may not assign, transfer, sub-licence or otherwise dispose of or purport to assign, transfer, sub-licence or otherwise dispose of (in whole or in part) any of its rights or obligations under this Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 13.10 Unless otherwise agreed, any notice or other form of communication between the Parties under or in connection with this Contract (a "**Notice**"):
 - 13.10.1 shall be in writing; and
 - 13.10.2 may be delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by fax or e-mail to the Party due to receive the Notice to the address specified on the Cover Sheet or to another address, e-mail address, person or fax number specified by that Party by not less than 3 Business Days' written notice to the other Party received before the Notice was despatched. All notices to the Company must be copied by e-mail to legal@belmond.com (which shall not be deemed notice);
- 13.11 Unless there is evidence that it was received earlier, a Notice is deemed given:
 - 13.11.1 if delivered personally, when left at the address referred to on the Cover Sheet (or such other address as any Party may from time to time notify to the other);
 - 13.11.2 if sent by post, except air mail, 2 Business Days after posting it;
 - 13.11.3 if sent by air mail, 5 Business Days after posting it;
 - 13.11.4 if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine (provided that if such transmission is recorded to have been made after 5.30pm (local time) to the recipient, it shall be deemed to have been sent at 9am the next following Business Day); and
 - 13.11.5 if sent by e-mail, when such e-mail (addressed correctly to the recipient) appears in the sender's 'sent items' (or equivalent) folder, provided that if such transmission is recorded to have been made after 5.30pm (local time to the recipient), it shall be deemed to have been sent at 9am the next following Business Day.
- 13.12 This Contract and all matters arising from or connected with it shall be governed by, and construed in accordance with, English law. The courts of England have non-exclusive jurisdiction to settle any dispute arising from or connected with this Contract, including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity. The Parties agree that the courts of England are the most appropriate and convenient courts to settle any dispute and, accordingly, that they will not argue to the contrary.



13.13 This Contract may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.