



Belmond Hotel Consumer Booking Terms and Conditions

Effective from 1 July 2018

1. Do these terms apply to my booking?

These consumer booking conditions ('the Booking Conditions') apply to Bookings made directly with Belmond or an agent appointed by Belmond.

If you are making a booking with a tour operator and not Belmond direct or via an agent appointed by Belmond, these Booking Conditions will not apply to your booking. Instead, your booking will be subject to your trip organiser's booking conditions (and, where applicable, their financial failure protection arrangements).

If you made your booking by telephone, fax or post and had not seen these Booking Conditions when you made your booking and you are not happy to proceed with the booking now that you have seen them, please return all documentation to us or to your travel agent within 7 days of receiving these Booking Conditions. Your booking will be cancelled and your monies will be returned in full, provided you have not commenced your travel. This clause does not apply if your booking was made within 14 days of your stay.

When you make a Booking, whether directly with us or through one of our authorised travel agents or associated companies, you will be entering into a contract with us. The contract shall be formed only after you have made the payment due on Booking and we have issued our booking confirmation to you.

These Booking Conditions, bye-laws, international conventions, applicable laws regarding hotel and/or innkeepers' liability ('Local Hotelkeepers' Laws'), the booking confirmation, and any other written information we brought to your attention (or where you made a Booking via a travel agent 'Stay Organiser', asked your Stay Organiser to bring to your attention) before we confirmed your Booking with you or your Stay Organiser and any other terms we may agree with you from time to time, form the basis of your contract for all Bookings made with us.

In the event of any inconsistency between these Booking Conditions, Local Hotelkeepers' Laws and any applicable third party conditions and/or international conventions etc., these Booking Conditions shall prevail, to the extent permitted by law.

Please read these Booking Conditions carefully before Booking with us as (subject to any amendments which we may from time to time agree with you) they set out your and our respective rights and obligations. If there is anything within these Booking Conditions that you do not understand, then please contact us to discuss what this means for you. If you do not agree to these Booking Conditions you must not book with us.

By making a Booking, the Lead Guest hereby:

- (a) represents that he/she has the authority to bind to the contract all persons named on his/her Booking;
- (b) confirms that the details provided for all parties to the Booking are full and accurate;
- (c) confirms that he/she has read and understood these Booking Conditions and agrees (for himself/herself and on behalf of each person named on his/her Booking) to be bound by them; confirms that he/she has read our [Privacy Policy](http://www.belmond.com/privacy_policy) which can be found on our website at www.belmond.com/privacy_policy and confirms that he/she will provide our Privacy Policy to each named person on his/her booking; and
- (d) confirms he/she is 18 years of age or over and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

2. Hotel Package Booking or Hotel Only Booking?



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Our obligations to you will vary depending upon whether you book **EITHER:**

a **"Hotel Package"** which means a single Booking made by a consumer within the European Economic Area of a hotel reservation plus at least one 'other tourist service' which:

- (a) is not intrinsic to the hotel reservation;
- (b) is not purchased after the commencement of your hotel stay; and
- (c) either
 - (i) accounts for a significant proportion of the value of the Hotel Package Booking (at least 25% of the value of the Hotel Package Booking); or
 - (ii) represents an essential feature of the Hotel Package Booking;

OR

a **"Hotel Only Booking"** which means a Booking made by (i) a consumer within the European Economic Area for a room (or rooms) in a hotel(s) which does not comprise a Hotel Package; or (ii) a consumer from anywhere in the world other than the European Economic Area for a room (or rooms) in a hotel(s), whether on their own or together with other tourist services.

In these terms:

- **Section A** below sets out the Booking Conditions for **Hotel Only Bookings**;
- **Section B** below sets out the Booking Conditions for **Hotel Package Bookings**; and
- **Section C** contains Booking Conditions which apply **both** to Hotel Only and Hotel Package Bookings.

3. Explanation of terms used in these Booking Conditions

In these Booking Conditions, we shall use the following terms:

'Belmond Group' means Belmond (as defined below), its ultimate parent company Belmond Ltd. and all companies where Belmond Ltd. owns from time to time at least 25% of those companies;

'Belmond', 'Company', 'we', 'us' or 'our' means Belmond Management Limited of 1st Floor, Shackleton House, 4 Battle Bridge Lane, London SE1 2HP, e-mail: reservations.uk@belmond.com, tel: 0845 077 2222;

'Booking(s)' means either a Hotel Only or Hotel Package booking;

'Booking Conditions' means these consumer booking terms and conditions;

'Failure' has the meaning set out in Section B3 below;

'Guest/you/your' means guests who make Bookings and any party staying with them;

'Hotel Only' has the meaning set out in section 2 above;

'Hotel Package' has the meaning set out in section 2 above;

'Lead Guest' means the person who made the Booking with us and is the first named person on the Booking;

'Locally Booked Excursion' has the meaning set out in section C9;

'Major Change' has the meaning set out in Section B1;

'Minor Change' has the meaning set out in Section B1;

'Website' means www.belmond.com or any other website owned or operated by Belmond from time to time;



'Unavoidable and Extraordinary Circumstances' has the meaning set out in Section C5;

'VAT' means value added tax or equivalent sales tax.

SECTION A - HOTEL ONLY BOOKINGS

The terms set out below, together with the terms set out in Section C, apply to Hotel Only Bookings.

A1. Changes/Cancellations by us

From time to time we may need to make a change, or very occasionally cancel, your Hotel Only Booking. We reserve the right to do so at any time. Most changes are minor changes, however, occasionally we have to notify Guests of a major change that we are constrained to make to the main characteristics of the Hotel Only Booking.

In the unlikely event that we have to make a major change and cancel your Hotel Only Booking, we will tell you as soon as reasonably possible. In such circumstances you will be offered a full refund but we shall have no further liability to you arising out of such cancellation or major change.

A2. Changes/Cancellations by You

If the Lead Guest or anyone named on his/her Booking wishes to change any part of a confirmed Hotel Only Booking, they can only do so by contacting the hotel and paying the applicable cancellation/amendment fee. Cancellation (and, where applicable, amendment) fees will vary from booking to booking. We will set out the cancellation fees which are relevant to your booking when you make your booking. We will advise you of any charge which is payable to enable us to amend your booking.

We cannot guarantee that the hotel will be able to accommodate your request but it will try to do so.

Hotel Only Bookings are not transferable without our written consent. We will apply any monies you have already paid to us towards settling any cancellation charge(s) (and to the extent your payments exceed the sum due, we will refund the balance). No refunds will be given for no shows or unused services.

A3. Our Responsibilities and Limitations on Our Liability

Our liability (if any) is limited (in each case to the fullest extent permitted by law) as follows:

- (a) personal injury and/or death caused by our negligence during your stay shall (i) where your stay is not subject to an International Convention (as defined below) not be subject to any limit (ii) where your stay is subject to an International Convention, be limited as if we (being Belmond Ltd. and all companies where it owns from time to time at least 25% of those companies in aggregate) were Hotel-Keepers under the appropriate International Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask for copies of these International Conventions from our offices;
- (b) loss of or damage to luggage and possessions (other than vehicles, items kept in vehicles or live animals) during your stay shall be limited (because you are assumed to have adequate insurance in place to cover any losses of this kind and further assumed to have deposited any valuable items in the main hotel safe/safety deposit box) to:
 - (i) where your stay is subject to an International Convention (including but not limited to the Paris Convention with respect to hotel arrangements), be limited as if the Belmond Group were Hotel-Keepers under the appropriate International Conventions;
 - (ii) where your stay is not subject to an International Convention, as defined above, an aggregate limit equal to \$2,500 (or local equivalent) per person (or if greater the applicable liability amount under the Local Hotelkeepers Law);
 - (iii) loss or damage to vehicles, items kept in vehicles or live animals shall be limited to \$2,500.



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Each hotel has a main hotel safe or safety deposit box available for Guests use (each hotel has discretion to refuse to accept Guests' items if they are dangerous or if, having regard to the size or standing of the hotel, the item(s) are of excessive value or cumbersome to store). Please ensure that you are given a receipt by the hotel for all items you deposit in the main safe. We can only return items against presentation of this receipt and have no liability to verify the identity or authorisation of the person collecting these items.

To the fullest extent permissible by law, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which:

- (a) on the basis of the information given to us by you concerning your Hotel Only Booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our Contract with you (by way of non-exhaustive examples, if you fail to notify us of a food allergy or medical condition or incur any business losses);
- (b) is caused by Unavoidable and Extraordinary Circumstances (as defined in Section C);
- (c) occurs whilst the item(s) are not expressly deposited for safe custody in the hotel's main safe or safety deposit box (and against which a receipt has been issued by the hotel);
- (d) at the time of the loss or damage, sleeping accommodation had not been reserved for the Guest; and/or the loss or damage did not occur between the midnight immediately preceding and the midnight immediately following his/her stay at the hotel;
- (e) do not form part of our agreement with you or where they are not advertised in our brochure or on our Website. For example, any excursion you book (other than with us) while during your stay, any service or facility which your hotel or any other supplier agrees to provide for you, any doctor, dentist or other medical attendant called to attend to you during the stay and any services, products or transportation not provided by us.

It is a condition of our acceptance of liability under this clause that you notify any claim to us strictly in accordance with the complaints procedure set out at Section C in these Booking Conditions.

Where any payment is made, the person(s) receiving it (and their parent or legal guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

SECTION B - HOTEL PACKAGE BOOKINGS

The terms set out below, together with the terms set out in Section C, apply to Hotel Package Bookings.

B1. If We Change or Cancel Your Booking

From time to time we may need to make a change to your Hotel Package. We reserve the right to do so at any time. Most changes are Minor Changes (as defined below), however, occasionally we have to notify Guests of a Major Change. For the purpose of these Booking Conditions, a lack of availability of an essential service which forms part of the Hotel Package shall constitute a 'Major Change' before arrival. Any change which is not a Major Change shall constitute a 'Minor Change'.

In the unlikely event that we have to make a Major Change to your Hotel Package, we will tell you as soon as reasonably possible. You will have the option to:

- (a) Accept the proposed change. If this results in a Hotel Package of lower quality or cost you may be entitled to a price reduction in accordance with the provisions set out in paragraph B4 below.
- (b) Reject the proposed change and terminate your Hotel Package Booking with a full refund;
- (c) Reject the proposed change, terminate your Hotel Package Booking and take an alternative one, if we decide to offer this. If you decide to take an alternative Booking, we will inform you of its impact on the price on your Hotel Package Booking. If the alternative Hotel Package Booking is of a lower quality or cost, you may be entitled to a price reduction in accordance with the provisions set out in paragraph 5 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the relevant change. If we do not hear from you within this timeframe, we shall send a reminder



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to you, following which we shall be entitled to terminate the Hotel Package Booking and provide you with a refund.

If you decide to reject the proposed change and terminate your Hotel Package Booking with a full refund, you may also be entitled to compensation in accordance with paragraph B4 below.

On rare occasions, we may need to cancel your Hotel Package Booking and we reserve the right to do so. If we have to do so, we will notify you as soon as possible. We will also offer you an alternative Hotel Package Booking if we are able to do so, and inform you of its impact on the price of your Hotel Package Booking. If the alternative Hotel Package Booking is of a lower quality or cost, you may be entitled to a price reduction in accordance with the provisions of paragraph B4 below. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the Hotel Package Booking.

You may also be entitled to compensation as a result of our cancellation of your Hotel Package Booking, except where we are prevented from providing the Hotel Package because of Unavoidable and Extraordinary Circumstances as we notify you of the cancellation without undue delay before the start of the Hotel Package.

Our offer of the above shall constitute your sole remedy against us in respect of a Major Change or our cancellation of the Hotel Package Booking before your arrival.

B2. Changes/Cancellations by You

If you wish to make a change to your Hotel Package Booking after we have issued our booking confirmation, please contact us.

We do not have a legal obligation to make such changes but we may, at our sole discretion, try to accommodate your request. Please understand that it is not often possible for us to do so as changes may depend on availability and the terms and conditions of any supplier.

If we agree to make a change, in certain circumstances we reserve the right to levy an administration charge, per person, for making the required change. This could be substantial and such costs tend to increase the closer to the arrival date that the change is made. Amendment fees will vary from booking to booking and will be notified to you upon your request to amend your Hotel Package Booking.

You may transfer a Hotel Package Booking to another person who satisfies all of the conditions applicable to the Hotel Package Booking, subject to you and the other person accepting that you will both be liable, jointly and individually, for the full payment of any balance due to be paid, and any fees, charges or other costs arising from the transfer. We shall notify you of these costs upon receipt of your request to transfer.

In order to take advantage of this possibility, you must inform us. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 7 days before arrival shall be considered reasonable.

You, or a member of your party, may cancel your Hotel Package Booking at any time by giving us written notice.

Cancellations attract a charge (which will be notified to you when you make your Booking) in order to cover our estimated costs. Please note that certain services could incur a cancellation charge of up to 100% in addition to our cancellation charge.

In addition to the cancellation right set out above, you shall have the right to cancel your Hotel Package before the start of the Booking without paying any cancellation charge in the event of Unavoidable and Extraordinary Circumstances occurring at the destination where the hotel is located, or its immediate vicinity and we have confirmed to you that they will significantly affect the performance of the Hotel Package. If you cancel in this circumstance, we shall provide you with a full refund of any payments made in relation to the Hotel Package Booking but you will not be entitled to compensation or any of the rights set out in the paragraph immediately below.

B3. Our Responsibilities for the Performance of the Hotel Package



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Your agreement with us is an agreement for services. Where we provide the services, facilities or travel arrangements which make up your Booking, we have a legal duty to use reasonable skill and care in providing them to you. Where we have arranged for third parties to provide the services, facilities or travel arrangements which make up your booking, we have a legal duty to use reasonable skill and care in making the arrangements for the third parties to provide the services, facilities or travel arrangements to you.

You must tell us immediately of any failure to perform or improper performance ('Failure') of your Hotel Package. This will give us the opportunity to resolve the Failure during your stay. If we refuse to do so, or if you need the Failure resolved immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with provisions set out below.

If a significant proportion of the services included in your Hotel Package cannot be provided as agreed in the Hotel Package Booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the Hotel Package. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your Hotel Package Booking. Where they are of lower quality you will be entitled to a price reduction as described below. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the original Hotel Package Booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with the provisions below.

If a Failure substantially affects the performance of the Hotel Package, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your Hotel Package or terminate your Booking without paying a termination fee. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with the provisions below.

B4. Price Reduction and Compensation for Damages

You will be entitled to an appropriate price reduction for any period during which there is a Failure of a service included in your Hotel Package Booking, unless this Failure is attributable to you.

You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure of a travel service included in your Booking except where the Failure is:

- (a) attributable to you;
- (b) attributable to a third party unconnected with the provision of the services included in the Hotel Package Booking and is unforeseeable or unavoidable; or
- (c) due to Unavoidable and Extraordinary Circumstances.

We shall not be liable to pay compensation to you in connection with your Hotel Package Booking where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by us or one of our suppliers. These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. The extent of our liability will in all cases be limited as if we (being Belmond Ltd. and all companies where it owns from time to time at least 25% of those companies in aggregate) were entitled to the limitations under the appropriate International Conventions. These international conventions include (but are not limited to) the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the arrangements which make up the Hotel Package Booking. Please ask us for copies of these international conventions if you would like to see them.

Our liability to you in connection with your Hotel Package Booking shall be limited to a maximum of three times the cost of your Hotel Package Booking, except in cases involving death, injury or illness where we or our suppliers have caused such damage intentionally or with negligence. This maximum will only be payable when every aspect of your Hotel Package Booking has gone wrong and you have not received any benefit from your Booking. Any sums received by you from the suppliers will be deducted from any sum paid to you as compensation by us.



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If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your Hotel Package except in cases involving death, injury or illness where we have caused such damage with negligence.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which, we could not have foreseen you would suffer or incur, unless you provided the relevant information to us during your Booking and prior to our accepting your Booking (by way of non-exhaustive examples, if you fail to notify us of a food allergy or medical condition or if you are likely to incur any business losses).

We will also not accept responsibility for services or facilities which do not form part of our agreement with you or where they are not advertised in our brochure or on our website.

B5. Prompt Assistance During Your Stay

We shall provide you with appropriate assistance without undue delay if you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, we do not charge for this assistance, although we do reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence.

If you are in difficulty and you need our assistance, please contact any member of staff at the hotel you are staying in, or any of our reservations offices as follows:

UK Reservations Office	Tel: +44 (0)845 077 2222 e-mail: reservations.uk@belmond.com
Singapore Reservations Office	Tel: +65 6395 2678 e-mail: reservations.singapore@belmond.com
USA Reservations Office	Tel (toll-free): +1 800 524 2420 Tel: +1 843 937 9068 e-mail: reservations.us@belmond.com

SECTION C - HOTEL ONLY AND HOTEL PACKAGE BOOKINGS

These terms apply to all Bookings:

C1. Accuracy

All Bookings are subject to availability at the time you make your Booking. We try hard to make sure that our advertisements are kept up to date, but we do not guarantee that any of the services we advertise will still be available at the time of Booking. We will inform you as soon as possible after placing a Booking if, for any reason, the services you have sought to book with us are not available.

We may change the advertised price of any service from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of Booking.

We advertise a large number of arrangements and we try hard to ensure that the advertised price is always accurate, but sometimes errors do occur. We will normally verify prices at the time of Booking. If there is mistake, and the actual price is lower than that given at the time of Booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions or reject your Booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.



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You must check the current price and all other details relating to the services that you wish to book before your Booking is confirmed.

C2. Pricing and Payment

When you have chosen your Booking, you must make a request to us to book it, and pay the deposit and balance in the amounts and times confirmed to you at the time of Booking. The cost of your Booking does not include any extras chargeable services that you may use whilst at the hotel, unless confirmed at the time of Booking.

We are under no obligation to supply you with services which are incorrectly priced, even after we have issued our booking confirmation, if the error should reasonably have been apparent to you. In these circumstances, we may contact you for instructions or cancel your Booking and notify you so that you can decide what you would like to do.

If pre-payment is not required, then payment is due on check-out and can be made by credit card, debit card, cash (subject to local laws) or by Belmond gift vouchers. On check-in, all reservations will require pre-authorisation with a credit card to cover incidentals during your stay.

C3. Your Financial Protection

Your Hotel Package Booking will be protected by way of a bond held with ABTA - The Travel Association, 30 Park Street, London SE1 9EQ, www.abta.co.uk.

Hotel Only Bookings are not protected.

C4. Disabilities, Reduced Mobility and Medical Conditions

Each Belmond hotel complies with the access requirements of local disability legislation. If you or any member of your party has any medical condition, reduced mobility or disability which may affect your trip, please provide us with full details before we confirm your Booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to appropriately accommodate the needs of the person(s) concerned, we will not confirm your Booking or if you did not give us full details at the time of Booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

C5. Unavoidable and Extraordinary Circumstances

In these Booking Conditions, where we refer to **Unavoidable and Extraordinary Circumstances**, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes, weather conditions which make it impossible to travel safely to the destination as agreed in the Booking and other events such as strikes or high/low water levels.

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Unavoidable and Extraordinary Circumstances.

C6. Resolving Disputes

If anything is not to your satisfaction during your stay please immediately inform us via the details set out below:

Operations Team
Belmond Management Limited
1st Floor
Shackleton House
4 Battle Bridge Lane
London SE1 2HP
customerservice@belmond.com



within 28 days of the end of your stay, giving your Booking reference and all other relevant information.

Please also inform the relevant hotel manager, who will also endeavour to resolve your problem. If you suffer any loss or damage to your luggage please inform us or the relevant supplier within 72 hours. It is important you advise us as well as the supplier so we can both help to put things right without delay. We believe it is better for everyone to resolve problems that arise during your stay promptly so that you can enjoy your stay.

You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

Please note that a failure to advise of problems during your stay, as described above, deprives both us and the suppliers of the opportunity to investigate and rectify your complaint during your stay and this may affect your rights under this contract including reducing any compensation due, potentially to zero.

C7. Insurance

It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away. It is a condition of your Booking that you have such suitable insurance cover in place. Please ensure that you have a valid travel insurance policy in place from the time of Booking, to cover you for the countries and activities you may be undertaking during your stay. You should contact us to discuss this if you do not already have insurance in place. Any liability which we may have to you shall not be increased as a result of your choice to travel without adequate insurance cover.

C8. Behaviour

It is important that all guests behave responsibly and with consideration for others during their stay with us and not to disrupt the enjoyment of other Guests. Accordingly, to the extent that we, or one of our suppliers, believe that your actions could or have caused disruption or annoyance, or a risk of safety, or damage to property, to us, our suppliers or other Guests, then we may cancel your Booking (or require you to leave the hotel or cease participating in the service in question) without further liability to you. In these circumstances, the provisions in Sections A and B concerning changes and cancellation by us shall not apply.

Full payment for any such damage or losses must be paid directly to us or the applicable supplier prior to your ejection from the service in question. In the event that your behaviour (or any articles carried by you) causes loss or damage to any person or property for which we are liable, you agree to compensate us for such loss and damage, together with any legal costs which we may incur in pursuing this claim against you. We cannot be held responsible for the actions or behaviour of other Guests or individuals who have no connection with your Booking with us.

We have a strict policy against the use of our hotels for the commission of criminal offences (including but not limited to the taking of drugs, prostitution and/or human trafficking). We reserve the right to eject/refuse entry to any person and to alert the relevant authorities, if (acting reasonably) we suspect our hotels may be used for such a purpose.

C9. Locally Booked Excursions

It may be possible for you to book a local excursion during your hotel stay, such as a local tour, experience, concert, activity, sports or adventure experience (a '**Locally Booked Excursion**'). These will be bookable and payable by you locally. You will be entering into a contract directly with the excursion provider and so they will not form a part of your Hotel Package Booking with us. They will be provided by third parties over whom we have no control or relationship with. We do not have any responsibility for their provision, nor do we accept any liability if you suffer loss or damage whilst on a Locally Booked Excursion.

C10. Translations

We have translated the original English version of these Booking Conditions into other languages, for our Guests' convenience. However these translations are not intended to confer any rights not conferred by the



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English version and in the event of any inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English language version to the extent permitted by law shall prevail. The English version is available upon request to customerservice@belmond.com.

C11. General Conditions

The various paragraphs set out in these Booking Conditions operate separately to one another. If any court or any other relevant authority decides that any of these paragraphs (or part therein) are unlawful or unenforceable, the remaining paragraphs (and parts therein) will remain in full force and effect.

These Booking Conditions and the associated booking confirmation set out the entire agreement between us. You are not relying upon any other statement, promise or assurance in relation to your Booking.

These Booking Conditions are between you and us. No other person shall have any rights to enforce any of their terms and conditions.

If we do not insist immediately that you do anything you are required to do under these Booking Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, we can still require you to make the payment at a later date.

We may transfer our rights and obligations with you under these Booking Conditions to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the Booking Conditions.

If you have any queries about these Booking Conditions, please contact our UK contact centre before making a Booking.

C12. Governing Law, Jurisdiction and Mediation

These Booking Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Booking Conditions or their subject matter or formation. You may, however, choose the law and jurisdiction of the EU Member State in which you live.

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