

Booking Conditions

1 YOUR CONTRACT

When you book your journey/holiday the terms set out below form the basis of the contract between Venice Simplon-Orient-Express Limited (the Company) and you and your party. The contract is concluded only when the Company confirms your booking. The person who makes the booking is responsible on behalf of everyone included in the booking.

2 YOUR TICKET'S CONDITIONS

Passengers and their luggage are carried on services subject to the Company's current Conditions of Carriage of Passengers and their Luggage. Copies of all Conditions of Carriage applicable to your journey/holiday are available for inspection at the Company's Reservation Office or through the travel agent where you book. You will be required to indicate your acceptance of such conditions before booking your journey/holiday.

Carriage by rail, air, river, road or sea services operated by other carriers is subject to the terms and conditions of the carrier with which you travel, including the Conditions of Carriage of Passengers and their Luggage of the carrier or carriers involved. Conditions of Carriage are subject to international conventions and agreements as well as to any applicable law. Any ticket issued for or used on such other transport shall be issued by the Company as agent only for the carrier(s) concerned.

3 HOW TO BOOK

Our consultants will be pleased to discuss your requirements and make a provisional reservation for you. To confirm, please complete the booking form and send it to our office with a 15% deposit (for Grand Tour bookings a 25% deposit is required). Full payment is required for all bookings made within 56 days of departure. Completion of the booking form requires that you accept the Booking Terms & Conditions as set out in this brochure. Alternatively, you may take the completed form to your travel agent.

On receipt of the booking form and deposit/full payment we will confirm your reservation in writing to the address you supply. If you have made your reservation through a travel agent all correspondence will be sent to him. Any money paid by you to a travel agent in respect of a booking with the Company and held by the agent is held on behalf of the company.

NOTE THAT HOTELS CANNOT BE BOOKED UNTIL A BOOKING FORM AND DEPOSIT IS RECEIVED.

The final balance is due 56 days prior to departure, failure to remit at this time may subject your reservation to cancellation by the Company and fees as in paragraph 4 charged.

4 IF YOU CHANGE OR CANCEL YOUR BOOKING

The Company will do its best to make any changes that you may request after your confirmation has been issued.

If an amendment or cancellation by you or any member of your party is necessary this must be confirmed in writing and a fee is payable by you to the Company on the following scale:

WRITTEN NOTICE RECEIVED BEFORE SCHEDULED DEPARTURE	CANCELLATION FEE*	AMENDMENT FEE FOR EACH CHANGE*
56 DAYS OR MORE	15% DEPOSIT	ONE FREE, THEN 10%
21-55 DAYS	30%	20%
3-20 DAYS	70%	60%
WITHIN 2 DAYS OF DEPARTURE	100%	100%
SPORTING EVENTS/WEEKENDS/GRAND TOUR		
56 DAYS OR MORE	15%	ONE FREE, THEN 10%
31-55 DAYS	75%	75%
WITHIN 30 DAYS OF DEPARTURE	100%	100%

*Fees are expressed as a % of the journey/holiday price.

Notification of a cancellation to a confirmed booking will be valid only if made in writing to the Company's Head Office and signed by the person who made the booking or your travel agent on your behalf. The company reserves the right, in its absolute discretion, to request notification of consent from each member of the party in respect of whom the cancellation is made.

No cancellation fee will be payable where cancellation is due to an increase in the total price of your journey/holiday provided that such cancellation is made within seven days of receiving notification of the increase from the Company.

5 CHANGES OR CANCELLATIONS BY THE COMPANY

Arrangements for journey/holidays are made many months in advance and changes may have to be made to brochured itineraries. Any change will be notified to you at time of booking or as soon as is reasonably possible.

Occasionally circumstances occur that involve either a major change or cancellation of an itinerary. For the purposes of these Booking Conditions these are as follows: - i) a change of departure date, point, time or return time by more than five hours ii) a portion of the journey/holiday is not available for reasons beyond the control of the Company and/or of any carrier or supplier iii) insufficient number of bookings have been taken iv) security risks v) industrial action.

If after your reservation has been confirmed but before departure, a major change to your itinerary becomes necessary there are various options available to you.

(i) accept the changes as given to you (ii) accept the same journey/holiday on an alternative date or accept an alternative journey/holiday with the appropriate adjustment to your invoice (subject to availability) (iii) cancel your reservation and receive a full refund. (In the case of industrial action, which affects only part of the journey/holiday, you may not choose this option.)

The Company does not guarantee and will not be liable in respect of changes or delays to departures or arrivals where such changes or delays are reasonably required or beyond the control of the Company and/or of any carrier or supplier.

If after departure, a major change occurs the company will use its best endeavours to make suitable alternative arrangements at no cost to you. If this is not possible or if you choose not to accept the alternative arrangements made, the Company will, where appropriate, provide transport back to the place of departure or to such place as can be agreed. The company will not accept any liability for any changes or delays which become reasonably or sensibly necessary or which occur as a result of industrial action or any other circumstances unforeseeable or beyond the control of the Company and/or of any supplier or carrier.

For sporting and air events, in the case of cancellation of the event, the Company will charge you with all committed expenses and may, at its discretion, refund a proportion of the fare.

A minimum of 40 passengers is required to operate any excursion.

6 SURCHARGES

The prices shown are based on known costs and exchange rates as at 1st October, 2004, and the Company does not expect to have to make changes.

The Company guarantees that once your reservation is confirmed that no surcharges will be imposed, except where there is an unforeseen increase in national or local taxation, or adverse fluctuation in the cost of transportation affecting the cost structure of your journey/holiday. Such surcharge will not be applicable to any bookings where the full balance has been paid.

In the unlikely circumstance that a surcharge is necessary the Company will inform you or your agent in writing as soon as possible of any proposed increase. Providing the Company is notified within seven days of receiving notice of such increase, you may choose to cancel the journey/holiday with full and immediate refund of any monies already paid.

7 WEEKENDS, GRAND TOUR AND OVERNIGHT IN LONDON

This section only applies to inclusive holidays booked with the Company which combine a journey on the Venice Simplon-Orient-Express British Pullman and/or Northern Belle with hotel accommodation. This section does not apply to bookings with the Company for train journeys only on the Venice Simplon-Orient-Express British Pullman and/or Northern Belle.

The Company accepts responsibility for ensuring that all elements of the journey/holiday we are contractually obliged to provide are as described in its brochure and are of a reasonable standard.

For bookings for inclusive holidays the Company accepts responsibility for any personal injury, illness or death affecting you, or any person included in the booking, caused by the negligence of its employees, agents or suppliers sub-contracted by it to provide any part of the confirmed arrangements provided that

- such agents or suppliers or employees were acting within the scope of or in the course of their employment when the incident occurred
- you notify the Company of any claim within 28 days of completion of the journey/holiday
- you agree to assign to the Company any rights against a supplier or any person that you may have relating to the claim and agree to co-operate fully with the Company.

7 CONTINUED

iv) the Company's liability in respect of any air, sea, river, road or rail carrier is restricted by the appropriate ticket conditions (see section 2). The Company does not accept responsibility for any loss or damage suffered as a result of any event beyond its control or the control of the relevant agent or carrier or supplier.

PAYMENTS REQUIRED FOR WEEKEND BREAKS TO EDINBURGH THAT INCLUDE AN AIR ELEMENT ARE FINANCIALLY PROTECTED BY OUR CIVIL AVIATION AUTHORITY LICENCE (NO 3141) AND BOND. PAYMENTS RECEIVED FOR INCLUSIVE HOLIDAYS WITH THE COMPANY ARE PROTECTED BY A SPECIAL ACCOUNT SET UP BY OUR BANKERS AND HELD IN TRUST ON YOUR BEHALF.



8 BROCHURE ACCURACY

Every effort has been made to ensure the accuracy of descriptions and information contained in this brochure before publication. However, circumstances may subsequently change and in the event of any significant or long-term changes you will be informed of these at the time of booking or as soon as reasonably possible if there is time before your departure.

9 INSURANCE FOR UK RESIDENTS ONLY

For all journeys/holidays, it is recommended that you and your party take out adequate travel insurance which the company will be pleased to arrange for you. Insurance is arranged with Travel and Personal Underwriters Limited. Premiums are shown on the Booking Form on page 46.

SYNOPSIS OF COVER

MAXIMUM(S) PER PASSENGER

CANCELLATION OR CURTAILMENT CHARGES	THE COST OF OUR FINAL INVOICE
PERSONAL LUGGAGE	£500
PERSONAL MONEY	£100
PERSONAL ACCIDENT	£15,000
PERSONAL LIABILITY	£1,000,000

(Excess - the amount of any claim not covered by the policy - £35 per section except for Cancellation or Curtailment charges for which no excess applies)

This is not your policy. A copy will be sent to you with your booking confirmation. Under the Association of British Insurers General Business Code of Practice we must bring the following information to your attention:

You should read the **Policy Document** carefully. It gives you full details of what is and what is not covered and the conditions of the cover. **Conditions and exclusions** will apply to individual sections of your policy while general exclusions, conditions and warranties will apply to the whole of your policy.

Health restrictions apply regarding pre-existing medical problems concerning the health of the people travelling and of people upon whose health the trip may depend.

If you are going to take part in **dangerous sports or pastimes** where there is a high risk of injury, check that your policy covers you.

Your policy may contain exclusions against **Date recognition failure** for losses arising from the failure of equipment or any computer programme to correctly recognise the calendar date.

Property claims are based on the value of the goods at the time you lose them and not on a "new for old" or replacement cost basis.

Most sections have a **policy limit** on the amount the insurer will pay under that section. Some sections also include other specific limits, for example: for any one item, pair, or set, or for valuables in total. You are advised to check your policy if you intend taking expensive items with you.

Under most sections of the policy, claims will be subject to an **excess**. This means that you will be responsible for paying the first part of the claim. The amount you have to pay is the excess.

You need to take all **reasonable** care to protect yourself and your property.

Your insurance policy contains a **complaints procedure** which tells you what steps you can take if you wish to make a complaint.

Your policy contains a **"cooling off"** period during which you can return the policy and get a refund if you have justifiable reason for being dissatisfied with the cover. Your policy is governed by the law of England and Wales unless we agree otherwise with you. Please make sure you read your policy carefully. If you would like more information, you should ask our Travel Consultants or your travel agent.

10 TRANSFERABILITY OF BOOKINGS

If you or any member of your party is prevented from travelling for any unavoidable reason, you may transfer your reservation to another party. This is subject only to giving reasonable written notice and settling any outstanding balance of the journey/holiday price that may include additional costs incurred to make the transfer.

11 TRAVEL DOCUMENTS

Travel Documents, which are valid only for the passenger(s) named, will be issued after receipt by the Company of full payment for your reservation and not normally later than seven days prior to departure.

Please take your confirmation of booking with you on departure.

12 LUGGAGE

All luggage is carried at your own risk and the Company accepts no liability for any loss of, damage to or delay to such luggage unless through its own wrongful act or wilful neglect or that of its employees, agents or suppliers sub-contracted by it to provide any part of the arrangements detailed in the brochure. The Company's liability shall, in any event, be restricted to £2,500 per passenger.

13 STEAM HAULAGE

Where steam traction is advertised, every effort will be made to operate using steam traction for all or part of the journey. It is possible that diesel or electric traction may have to be substituted at short notice because of mechanical breakdown, engineering works or for reasons of fire risk in excessively dry weather. In this event a refund of the difference between the fare for steam traction and the fare for conventional traction (if any) may be payable.

14 COMPLAINTS

If you have a problem or complaint during your journey/holiday please bring it to the attention of the management immediately, so that they have the opportunity to put it right. Any further cause for complaint should be put in writing and brought to the attention of the Company at its Head Office, within 28 days of the completion of your journey/holiday.

15 PROMOTIONS

Tickets for travel on the Venice Simplon-Orient-Express British Pullman or Northern Belle or for any travel documents relating thereto shall not be used for any promotional or advertising purposes without the prior written consent of the Company.

VENICE SIMPLON-ORIENT-EXPRESS

The carriages of the Venice Simplon-Orient-Express British Pullman are decorated in the original 1920s livery by permission of the Pullman Car Company Ltd.



NORTHERN BELLE



The marks of Orient-Express Trains & Cruises, Venice Simplon-Orient-Express and Northern Belle have been registered in various countries.

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Tel: (020) 7805 5060 Fax: (020) 7805 5908
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Designed by mad 0161 848 0578 madagency.co.uk

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