



Conditions of Carriage

Venice Simplon-Orient-Express
British Pullman
Northern Belle

1 These conditions of carriage apply to journeys made on the Venice Simplon-Orient-Express, The British Pullman and the Northern Belle trains. These trains are operated by Venice Simplon-Orient-Express Ltd (“VSOE”).

2 Travel on VSOE’s trains solely within one country is subject to national Conditions of Carriage and Bye Laws which outline the obligations of the passenger and the carrier. International rail travel, including travel between countries within the European Union, is generally governed by the Convention on International Rail Travel, usually abbreviated to COTIF or CIV (“COTIF”). Carriage arranged by VSOE may also include travel by road, sea or air, in which case the conditions of carriage of the relevant carrier (“Third Party Carrier”) are deemed to apply. In the event that COTIF or Third Party Carrier conditions are inconsistent with VSOE’s Conditions of Carriage, the VSOE Conditions of Carriage take precedence to the extent permitted by law.

3 These conditions may be changed, without notice, by VSOE until carriage commences. No agent, employee or representative of VSOE has authorisation to alter or amend conditions of carriage. Reservations for journeys on VSOE’s trains are made, and tickets are issued, subject to booking conditions current at the time of booking and issue of tickets.

4 VSOE’s Obligations

4.1 VSOE accepts responsibility for ensuring that all elements of the journey within its control are provided as described in its brochures and are of a good standard. However brochures may be prepared some months in advance and changes may occur after the brochure has been printed. Train timings are given as guidance only and will not normally be confirmed prior to the issue of tickets. Changes will be notified to the passenger at the time of booking or, if not known until after booking, as soon as reasonably practicable.

4.2 Occasionally circumstances occur that require a major change or cancellation of a journey. For the purpose of these conditions the following will be deemed to be major changes:-

- (i) a change of departure date, departure point or destination; or
- (ii) a change of departure time or return time or return time by more than 5 hours (international journeys) or two hours (day excursions); or
- (iii) a portion of the journey being unavailable for any reason; or
- (iv) the type of accommodation or mode of transport for all or part of the journey is to be changed; or
- (v) cancellation of a journey because insufficient bookings have been taken; or

(vi) changes due to force-majeure events, including (but not limited to) security risks, industrial action, civil unrest, acts of terrorism and extreme weather conditions.

For the purposes of sub-clause (i) a change of station for embarkation or disembarkation within a town or city will not be deemed a major change;

(a) Changes before departure

In the event that cancellations or major changes have to be made to a journey before departure VSOE will make reasonable steps to inform passengers or their booking agents. The passenger may

- (i) accept the changes offered; or
- (ii) accept the same journey on an alternative date, or accept an alternative journey with an appropriate pricing adjustment; or
- (iii) cancel the reservation and receive a full refund. This option is not available in the case of industrial action which affects only a part of the journey.

VSOE does not guarantee departure and/or arrival times and will not be liable in respect of delays where such delays are necessary for operational reasons and/or are beyond the control of VSOE or the Third Party Carrier.

(b) Changes after departure

If after departure, a major change occurs, VSOE will use its best endeavours to make suitable alternative arrangements at no cost to the passenger. If it is not possible to complete the journey as booked VSOE will make arrangements to return passengers to the point of departure or to the booked destination as appropriate. To the extent that a journey is not completed VSOE may, at its discretion, refund part of the fare paid or provide an alternative journey to the value of the incomplete part of the journey. VSOE will not accept any liability for any changes or delays which become necessary as a result of industrial action or any other circumstance beyond the control of VSOE or the Third Party Carrier or otherwise unforeseeable circumstances.

4.3 VSOE is responsible for observance of relevant legislation and may cancel the reservation and refuse boarding to any passenger if such an action is necessary to prevent violation of any applicable law or regulation in any country in which carriage may take place, or if it believes that the passenger, or articles carried by the passenger, pose a risk to VSOE, VSOE’s property or the well-being and enjoyment of other passengers. The Train Manager is empowered by VSOE to refuse carriage in such circumstances.

5 Passenger Obligations

5.1 Each passenger must be in possession of a valid ticket before boarding the train. Tickets are only valid for the dates and journeys printed on the ticket and are not transferable. Tickets bearing alterations are deemed invalid.

5.2 For international travel each passenger must be in possession of a valid passport and such visas as may be required for the countries it is intended to visit or pass through. VSOE has the right to inspect such documentation and may refuse boarding if the passenger is unable to show valid documents. Passengers travelling with invalid documents will be held liable for any fines or other costs incurred by VSOE as a consequence of their travel without the necessary documentation.

5.3 Each passenger should check-in as advised by VSOE and be ready to board the train at or before the time listed on the ticket. VSOE is not obliged to delay departures or otherwise make provision for late arrivals for whatever reason. Passengers who miss the train, or are refused boarding under 4.3 or 5.2 above may be treated as if they had cancelled without notice.

5.4 All luggage is carried at the passenger's own risk, unless the luggage is specifically deposited in the custody of VSOE for all or part of a journey. The passenger shall not include fragile or perishable articles, money, jewellery or valuable documents in his/her luggage so deposited. VSOE accepts no liability for any such items or for dangerous or illegal items included in baggage so deposited.

5.5 VSOE reserves the right to refuse to carry luggage which is excessively heavy, bulky dangerous or otherwise unsuitable for carriage on the train. Animals and livestock will not be carried, except in the case of guide-dogs where this is otherwise legal and practical. VSOE or its authorised booking offices will advise on suitability of personal effects for carriage on the train.

5.6 The passenger is responsible for his/her own conduct at all times and shall indemnify VSOE in respect of injury (including death), loss or damage caused to VSOE's property or employee or to any other person arising out of or caused by the passenger's actions or any property in his/her possession.

6 Limitation Of Liability

6.1 The liability of VSOE for death, personal injury or damage to luggage and personal effects shall be subject to the limitations expressed in COTIF to the extent permitted by national law.

6.2 VSOE accepts no liability for the consequences of cancellation or delay, other than as specified elsewhere herein.

6.3 VSOE accepts responsibility for any personal injury, illness or death caused by the negligence of its employees, agents, subcontractors or suppliers provided that:-

(i) such employees, agents, subcontractors or suppliers were acting in the course of their employment or contract when the incident occurred; and

(ii) the claimant agrees to cooperate fully with VSOE in respect of any action which VSOE might reasonably or properly take against any other party in connection with the incident giving rise to the personal injury, illness or death.

6.4 VSOE's liability for personal injury, illness or death may be limited by relevant conditions as outlined in paragraph 2.

6.5 Where loss or damage to luggage specifically deposited with VSOE is caused by the wrongful act or neglect of VSOE or its employees, agents or the Third Party Carrier, VSOE's liability will be restricted to £2,500 per passenger, provided that VSOE will not be liable unless the loss or damage is notified immediately or in writing within 72 hours of completion of the journey.

6.6 VSOE does not accept responsibility for any loss or damage suffered as a result of any event beyond its control or the control of any agent or the Third Party Carrier.

6.7 VSOE shall not be liable for indirect or consequential loss or damage howsoever arising.

6.8 Except where otherwise provided by compulsorily applicable provisions of national law or COTIF, any claim of any nature (save insofar as it is in respect of death or personal injury) shall be commenced within one year of the date of accrual of the claim, and if no proceedings are brought within that time any such claim shall be extinguished and cease to exist. Claims in respect of death or personal injury shall be notified and commenced within the time limits as provided by the compulsorily applicable provisions of COTIF or national law, and if no proceedings are commenced within that that time any claim for death or personal injury shall be extinguished and cease to exist.

7.1 VSOE aims to provide a high standard of accommodation and enjoyment for its passengers. If passengers are dissatisfied with any aspect of the journey, then this should be brought to the attention of the Train Manager so that appropriate remedial action can be taken. Any further cause for complaint should be notified in writing within 28 days of the completion of the journey to:

General Manager
VSOE/Northern Belle/British Pullman
(as applicable)
VSOE Ltd
20 Upper Ground
London SE1 9PF

7.2 These terms and conditions shall be subject to English law and the English courts shall have sole jurisdiction in respect of any claim arising hereunder except to the extent that COTIF specifically provides that legal proceedings in respect of any claim may only be instituted in the competent court of the country in which the incident giving rise to the claim occurred.



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