

BELMOND GROUP – REQUEST FOR QUOTE TERMS AND CONDITIONS

Unless otherwise agreed in advance and in writing, these terms and conditions apply to all requests made to you (“**You**”) by “**Us/We**” (being any member of the Belmond Ltd. corporate sub-group) to provide a quote (such request being an “**RFQ**”) for the provision of certain services to Us (“**Proposed Services**”).

1. Maintaining the Highest Standards

It is key to Us that we only work with those who share our corporate values and zero tolerance approach to bribery and corruption. If you respond to an RFQ please note that:

- You (and Your sub-contractors and supply chain) will be expected to agree to and comply with certain Belmond policies, including Belmond’s supplier code of conduct (at <https://www.belmond.com/legal/suppliers>);
- We may undertake financial sanctions and other compliance checks on You and Your sub-contractors and affiliates, including searches of external databases. We will not deal with any person or entity subject to sanctions or convictions for fraud, modern slavery, financial crime, bribery or similar so please do not provide a quote if this applies to You or Your principal individuals;
- If We select You to perform the Proposed Services, You will be asked to confirm that Your engagement in respect of the Proposed Services has not been secured as a result of any unlawful inducement and that it does not create a conflict of interest. Please therefore outline any actual or potential conflicts in your response to the RFQ (a “**Proposal**”).

2. Confidentiality and Belmond Intellectual Property

- The existence and terms of our discussions regarding the Proposed Services are sensitive commercial information which You should keep confidential. We cannot proceed with any quotation from a prospective supplier who has not signed our standard confidentiality undertaking (“**NDA**”). If You have not yet received an NDA, please ask your Belmond contact to send one to you (or request one via legal@belmond.com);
- All intellectual property rights in any information or materials provided by Us to You in relation to an RFQ process shall remain Our property. No licence or rights in such intellectual property is given.

3. RFQ Process and Contract

- Nothing in an RFQ, any information provided by or behalf of Us to You to enable you to prepare a Proposal, nor any discussions between us constitutes an offer or invitation by Us to engage You to provide the Proposed Services (or any of them);
- No Proposed Services should be provided unless and until a properly executed written contract is in place between Us and the selected supplier(s) (a “**Contract**”);
- We recommend all those entering into an NDA, responding to an RFQ and entering into a Contract to seek their own legal advice;
- All correspondence from or on behalf of Us in connection with an NDA, RFQ, Proposal or the negotiation of a Contract is deemed marked “Subject to Signed Contract”;
- We have full discretion to set (a) the criteria (if any) we apply to evaluate quotes or proposals we receive in response to an RFQ (“**Quotes**”) and (b) the deadline(s) and process for submission of RFQs. We may choose not to accept the cheapest Quote and We reserve the right to (i) engage one or more third parties to provide the Proposed Services (in whole or part); (ii) decide not to award any Contract and/or elect not to proceed with all or part of the Proposed Services; (iii) amend, change or vary the Proposed Services; (iv) re-issue a RFQ on the same or an amended basis; (v) waive or change any RFQ requirements or the RFQ process from time to time; (vi) withdraw an RFQ at any time or for any reason; (vii) change the deadline for receipt of Quotes;

- We have no liability to pay Your costs incurred in connection with Your preparation and submission of a Proposal or negotiation of any subsequent Contract;
- The RFQ process is governed by English law whose courts shall have exclusive jurisdiction to hear and determine any dispute in connection with it;
- We give no warranty or assurance that the information provided to You in connection with any RFQ is adequate, accurate or comprehensive;
- We may ask You to provide further information in connection with your Proposal (and if the Proposed Services involve access to any of Our systems, You will be required to complete information about Your data security measures);
- We expect any Proposal to be open for Our (non-binding) acceptance for at least 30 days post submission to Us. If You do not receive a response from Us to Your Proposal within 30 days of submission, You may assume Your Proposal has been unsuccessful. We will not be required to provide reasons to unsuccessful respondents.

4. If You submit a Proposal to Us – please ensure:

- **Language** - it is in English language;
- **Proposed Payments** – please include a headline price for the Proposed Services and a schedule of payment against project stage(s) (where applicable). You should make it clear whether payments to You would be inclusive or exclusive of (i) VAT/sales tax, (ii) any other applicable taxes and (iii) expenses (which otherwise should be detailed separately);
- If your Proposal includes a mobilization or advance payment, please provide details of (a) Your financial position, or (b) details of the security You would offer Us to secure that payment should it become repayable (in whole or part) under the Contract;
- **Contract Details** - You should include details of (a) the company/legal entity which You would propose to sign the Contract if successful and (b) the individual(s) person(s) who would sign a Contract, together with evidence of their authority to sign (e.g., a valid power of attorney);
- **Proposed Services** - Your Proposal should list all the Proposed Services You would provide if awarded the Contract (and should clearly specify any which would be excluded);
- **Timescales** - You should include Your best estimate of timescales for Your performance of the Proposed Services, including start/end dates (broken down by stages of services where applicable) unless the Proposed Services are for a fixed time or on a rolling basis. If timelines are subject to third party factors (such as obtaining necessary permits or licences) please indicate this;
- **Subcontractors** - You should provide details of any subcontractors You would propose to use;
- **Contract Terms** – if We have sent you a draft Contract, Your Proposal should include any comments;
- **Insurance** - We expect any supplier We work with to hold appropriate insurances as follows (as a minimum):
 - Proposed Services at any Belmond property - public and product/general liability with cover of not less than \$5m;
 - Proposed Services which include services of professionals such as architects - professional indemnity insurance with cover of not less than \$1m;
 - employer’s liability/workers’ compensation insurance (where required by local law).
 You should provide copies of current insurance certificates with any Proposal.
- **References** – please provide details of at least **two** referees who have agreed We can contact them regarding Your work.